KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

Reviewed + Approved CR
RS 11/24/04

CONTRACT ID. NO : 04-1020
DBE Firm/Subcontract # : 1
TO : **Rick Stansel**
Executive Director Division of Contract Procurement
FROM : **Bizzack, Inc.**
Prime Contractor
SUBJECT : **Pike** (County) **BRO 5362 (14)** (Project Number)

I hereby request to utilize for DBE participation a portion of the subject project to:

Big Sandy Guardrail, Inc. of **Pikeville, Kentucky**

DBE Employer Identification Numbers: Federal **61-1329028** **KY** **21872**

The amount to be subcontracted by this request is DBE **$36,529.00** or **4.03%** Contract **$34,428.00** or **3.80%** of the (original contract) or a subcontract amount of $ **905,931.10** $ **905,931.10**

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
Totals based on original contract Amounts	$36,529.00	4.03%	$34,428.00	3.80%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number **C1077864728** with **CNA Insurance Companies** (Name of Insurance Company) which expires on **July 15, 2005** (Date)

Richard L. Craycraft, V.P.
Prime Contractor's Signature **Richard L. Craycraft, Vice President**

November 18, 2004
Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

CONTRACT ID. NO : 04-1020 Prime Bizzack, Inc. DBE Firm Big Sandy Guardrail, Inc

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments

Page Total

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

CONTRACT ID. NO : 04-1020 **DBE Firm** **Big Sandy Guardrail, Inc.**

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A017	170	Guardrail - Steel W Beam - S Face	L. F.	525	16.00	8,400.00	525	16.00	8,400.00
A018	180	Guardrail - Steel W Beam - S Face A	L. F.	100	1.00	100.00	100	30.00	3,000.00
A019	190	Guardrail Terminal Section No. 1	Each	2	50.00	100.00	2	50.00	100.00
A020	200	Guardrail End Treatment Type 7	Each	2	800.00	1,600.00	2	800.00	1,600.00
A021	210	R/W Marker Rural Type 1	Each	3	100.00	300.00	3	100.00	300.00
A022	220	R/W Marker Municipal Type 1	Each	9	90.00	810.00	9	90.00	810.00
A035	350	Erosion Control Blanket	Sq. Yd.	298	3.00	894.00	298	3.00	894.00
A036	360	Temporary Seeding and Protection	Sq. Yd.	250	1.00	250.00	250	1.00	250.00
A037	370	Seeding and Protection	Sq. Yd.	2,500	0.75	1,875.00	2,500	0.75	1,875.00
A038	380	Special Seeding Crown Vetch	Sq. Yd.	820	0.50	410.00	820	0.50	410.00
C002	480	Guardrail - Steel W Beam - S Face A	L. F.	100	1.00	100.00	100	30.00	3,000.00
C016	620	Guardrail - Steel W Beam Single Face Bidge	L. F.	137	122.00	16,714.00	137	95.00	13,015.00
A015	150	Roadway Excavation - Partial Item - Waste Area Seeding	Acre	2.50	1,150.00	2,875.00	2.50	1,150.00	2,875.00

Comments:

Page Total $34,428.00 $36,529.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CM
BIGSA-1

DATE (MM/DD/YYYY)
11/10/04

PRODUCER

Mann Sutton and McGee, Ltd.
1353 Leestown Road
Lexington KY 40508
Phone: 859-225-3661 Fax: 859-225-8351

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Big Sandy Guard Rail, Inc.
Barbara Adams
159 Adams Lane
Pikeville, KY 41501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA Insurance Companies	
INSURER B: KY. Employers Mutual Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	C1077864728	07/15/04	07/15/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	1077864731	07/15/04	07/15/05	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	300424	07/15/04	07/15/05	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
A		OTHER Property Section	B2026041518	07/15/04	07/15/05		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROJECT: BRO 5362 (14) PIKE COUNTY CONTRACT ID: 041207 CALL #: 110

CERTIFICATE HOLDER

BIZZAPO

BIZZACK,INC
MR. RICHARD CRAYCRAFT
P.O. BOX 12530
LEXINGTON KY 40583

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 14 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ben J. Mann Becky M Moffitt

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KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL

I hereby certify that Big Sandy Guardrail, Inc. **of** Pikeville, Kentucky ,
(Subcontracting Company) (City, State)

has a copy of the bid proposal in the Bid Letting: November 5, 2004 .

for 041020 Pike BRO 5362 (14)
(Contract I. D.) (County) (Project Number)

and will abide by the conditions set forth in said Bid Proposal.

11-10-04 Big Sandy Guardrail, Inc.
(Representative) (Date) (Subcontracting Company)

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

SECTION IV: The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor and the unit prices to be paid by the Contractor to the Subcontractor for the furnishing of said materials and the performance of said work are as follows:

FROM: BIZZACK, INC.
TO: BIG SANDY GUARDRAIL, INC.
COUNTY: PIKE
PROJECT: BRO 5362 (14)

LINE NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT DOLLARS
170	GUARDRAIL - STEEL W BEAM - SINGLE FACE	525	L. F.	16.00	8,400.00
180	GUARDRAIL - STEEL W BEAM - SINGLE FACE A	100	L. F.	30.00	3,000.00
190	GUARDRAIL TERMINAL SECTION NO. 1	2	EACH	50.00	100.00
200	GUARDRAIL END TREATMENT TYPE 7	2	EACH	800.00	1,600.00
210	RIGHT OF WAY MARKER RURAL TYPE 1	3	EACH	100.00	300.00
220	RIGHT OF WAY MARKER MUNICIPAL TYPE 1	9	EACH	90.00	810.00
350	EROSION CONTROL BLANKET	298	SQ. YD.	3.00	894.00
360	TEMPORARY SEEDING AND PROTECTION	250	SQ. YD.	1.00	250.00
370	SEEDING AND PROTECTION	2,500	SQ. YD.	0.75	1,875.00
380	SPECIAL SEEDING CROWN VETCH	820	SQ. YD.	0.50	410.00
480	GUARDRAIL - STEEL W BEAM - SINGLE FACE A	100	L. F.	30.00	3,000.00
620	GUARDRAIL - STEEL W BEAM - SINGLE FACE BRIDGE	137	L. F.	95.00	13,015.00
***	WASTE AREA SEEDING	2.50	ACRE	1,150.00	2,875.00

TOTAL SUBCONTRACT AMOUNT : $ 36,529.00

BIZZACK INC.

THIS AGREEMENT made this the 15th. **day of** November, **2004** by and between **BIG SANDY GUARDRAIL, INC.**, of **Pikeville, Kentucky,** hereinafter called the **Subcontractor,** and **BIZZACK, INC.** of **Lexington, Kentucky** hereinafter called the **Contractor.**

WITNESSETH: That the **SUBCONTRACTOR** and the **CONTRACTOR** for the consideration hereinafter named agree as follows:

SECTION I: The Subcontractor agrees to furnish all labor and materials and perform such work as described in **SECTION IV** hereof for the construction of **Contract I. D. 041020, Pike County, Project No.: BRO 5362 (14),** according to the General Specifications and Special Provisions of the Contract between the **COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET**, hereinafter called the **" CABINET "** and the Contractor and in accordance with the Drawings prepared by the Cabinet, all of which General Specifications, Drawings, and Special Provisions form a part of the contract between the Contractor and the Cabinet and hereby become a part of this Contract as fully as though attached hereto.

SECTION II: The Subcontractor agrees to complete the several portions and the whole of the work as directed by the Contractor so as not to delay the work of the contract, bearing in mind that there is a time limit and a liquidated damage clause in the General Contract. In the event that liquidated damages are assessed against the Contractor and they result in whole or in part from actions or inactions of the Subcontractor, the Subcontractor shall pay an amount of the liquidated damages which is proportional to the delays caused by him. The sequence of the Subcontractor's work and the speed of the prosecution of his work, will be as directed by the Contractor's Job Superintendent. The Contractor shall not be liable to the Subcontractor for any damages or loss suffered by the Subcontractor which is occasioned and caused by the acts of any other Subcontractor or Third Parties.

SECTION III: The Contractor shall pay to the Subcontractor, as full consideration for the work and the furnishing of all labor and materials, an amount equal to the unit price of the particular work done, shown and listed in Section IV hereof, multiplied by the number of units of such work completed and approved for payment by the Cabinet to be paid as follows: On or about five (5) days after receipt by the Contractor of payments from the Cabinet under the General Contract for the work embraced herein, the Contractor shall pay to the Subcontractor 100 percent of the work, as said value is established by the aforesaid unit prices, as has been completed to the satisfaction of the Cabinet by the Subcontractor up to the date of the last application for payment, less all prior payments. The retained balance will be paid by the Contractor within five (5) days after payment of the final retainage to the Contractor by the Cabinet.

certifying policy number, expiration dates, limits, etc., and shall provide that the policies represented thereon shall neither be canceled, altered, or changed until ten (10) days after actual receipt by the Contractor of written notice from the insurer of its intention to make such cancellation, alteration, or change. Said certificates of insurance shall refer specifically to this contract and the work to be performed under this contract.

From amounts due the Subcontractor under Section III hereof, the Contractor shall and is hereby authorized to deduct any and all amounts to be advanced to or for the Subcontractor by the Contractor to pay any Subcontractor's payrolls, material bills, and/or equipment bills that the Contractor has been or may hereafter be authorized by the Subcontractor to pay.

SECTION VIII: The Subcontractor shall defend, indemnify and save harmless the Contractor from and against all losses, claims, payments, suits, actions, recoveries and judgements of every nature and description brought or recoverable against it or them by reason of any act or omission of the Subcontractor, his agent or employees, in the execution of the work or in consequence of any negligence or carelessness in guarding same.

SECTION IX: The provisions of this Agreement shall not be binding upon the Contractor unless and until the Cabinet has issued a Work Order to the Contractor, under the terms of the present General Contract, above mentioned, between the Contractor and Cabinet, prior to which time it is agreed that this instrument shall constitute an irrevocable offer by the Subcontractor to the Contractor.

SECTION X: This Contract includes all changes, addenda, etc., to date; and takes precedence over any and all proposals, correspondence, and oral agreements made prior to the execution of this Contract, this constituting the entire Agreement between the Parties.

SECTION XI: The Subcontractor agrees that it will not sublet any portion of the above work without the written approval of the Contractor; and, further, that on any portion of the above work which is sublet, it will enter into a written subcontract with the person to perform such work in a form satisfactory to the Contractor and specify that such work will be performed subject to all the provisions for which the Subcontractor has herein agreed.

The Subcontractor, not more often than each month or as may be required by the Contractor shall keep the Contractor informed as to the status of payment of his labor, material, and equipment bills incurred on this project.

SECTION XII: The Subcontractor agrees to comply fully with the Fair Labor Standards Act of 1938, the Civil Rights Act of 1964, all Executive Orders and all revisions, amendments and/or updates pertaining thereto. The Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, to comply fully with all provisions of law, rules, regulations and orders regarding employment, to furnish all required information and to file all necessary reports.

SECTION V: The Contractor and Subcontractor agree to be bound by the terms of the Agreement, the General and Special Provisions, Drawings, and Specifications as far as applicable to this Subcontract, and also by the following provisions:

The Subcontractor agrees: (a) To be bound to the Contractor by the terms of the General Contract between the Cabinet and Contractor, and the General and Special Provisions, Drawings, and Specifications, and to assume on behalf of the Contractor all the obligations and responsibilities that he, by those documents, has toward the Cabinet insofar as concerns the subject matter of this agreement.

The Contractor agrees: (b) To be bound to the Subcontractor by all the obligations that the Cabinet places on the Contractor under the Contract, General and Special Provisions, Drawings, and Specifications, and by all the provisions thereof affording remedies and redress from the Contractor to the Cabinet insofar as concerns the subject matter of this agreement.

SECTION VI: The Subcontractor expressly agrees to make and file promptly all requisite reports with Government, State, County, and Municipal Authorities, and pay when due, and accept exclusive liability for, any tax, assessment, or contribution relative to or for liability insurance, workman's compensation insurance, unemployment insurance, or social security levied by the Federal, State, or Municipal Government on the salaries or wages of all persons employed by the Subcontractor, or by any Subcontractor, direct or remote, under him; and this obligation shall require the Subcontractor to pay or have paid any sum or sums levied by any Governmental Authority because of use or employment of labor on the work embraced in this Contract either by the Subcontractor, or by any direct or remote Subcontractor under him, whether the assessment or levy be made against the Contractor or against the Subcontractor, and from the payment of all of which the Subcontractor agrees to protect and save harmless the Contractor. Subcontractor agrees to pay all Municipal, County, State, and Federal Sales and Use Taxes and other taxes as may be required by reason of work done and material furnished under this Agreement, and shall save the Contractor harmless therefrom; Subcontractor further agrees that the cost of all such Sales and Use Taxes and other taxes have been included in this contract price.

SECTION VII: The Subcontractor assumes all risk against injury, loss, or damage to labor and/or materials furnished by him until final acceptance by the Cabinet of all work embraced in this Contract, and to that end shall carry such insurance as required by law or as specified by the Cabinet or as he may deem necessary. Further, the Subcontractor shall continuously maintain adequate protection of all his work from damage until final acceptance and payment, and shall protect the Cabinet's property, the Contractor's property, and any other Subcontractor's property from injury arising in connection with this Contract, and shall make good any such damage or injury.

Public Liability, Personal Injury and Property Damage Insurance, and Workman's Compensation Insurance shall be carried in amounts as specified by the Cabinet or in adequate amounts if not specified by the Cabinet and with companies acceptable to the Contractor until the work is finally accepted by the Cabinet. Certificates from the insurers shall be furnished to the Contractor,

SECTION XIII: The Subcontractor hereby agrees he shall comply fully with the Occupational Safety and Health Administration (OSHA) requirements for Hazard Communication Standard, OSHA 1926.59 and all Revisions, Amendments, and/or Updates pertaining thereto and holds the Contractor harmless in accordance with Section VIII of this agreement. Further, by signing this agreement, the Subcontractor certifies that he is in compliance with the Hazard Communication Standards and that he shall take all necessary steps to remain in compliance for the duration of this Agreement.

SECTION XIV: The Subcontractor **agrees** with the execution of this agreement to a deduction from all monies earned hereunder, his pro-rata share of the Contractor's Performance Bond and Payment Bond with the execution of this Agreement and further **agrees** to a deduction from all monies earned hereunder his pro-rata share of the Kentucky Association of Highway Contractor dues.

SECTION XV: The Subcontractor agrees to indemnify the Contractor for any loss, damage, or penalty which Contractor might suffer as a result of Subcontractor's employment of any person who is not a member of a union, pursuant to the contract dated January 1, 2000, by and between United Steelworkers of America, AFL-CIO-CLC and the Contractor, which union contract is referenced to as if fully copied herein; including, but not limited to, the double pay penalty provision in the event a non-union member is employed by the Subcontractor. Said indemnification payments shall be made by the Subcontractor within three days after written notice of the double pay penalties is sent to the Subcontractor by the Contractor .

SECTION XVI: The said Parties for themselves, their heirs, representatives, successors, and assigns, do hereby agree to the full performance of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this contract on the day and date first above written in two counterparts each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

BIZZACK, INC.

Jim Farester
(Witness)

By Richard L. Craycraft, V.P.
(Contractor)

BIG SANDY GUARDRAIL, INC.

Eleanor Sullivan
(Witness)

By Barbara Adams
(SUBCONTRACTOR)

Contract I. D. 041020, Pike County, Project Number : BRO 5362 (14)

PRIME CONTRACTOR:

I, Crystal Maynard, a Notary Public, hereby certify that the foregoing contract signed and acknowledged by Richard L. Craycraft of Bizzack, Inc. to be his act and contract for the purposed therein set forth.

State of Kentucky

County of Fayette

Witness my hand and notary seal of office this 15th. day of November

Crystal Maynard

Crystal Maynard
Notary Public

State at Large

My Commission Expires May 18, 2008

CRYSTAL MAYNARD NOTARY PUBLIC STATE AT LARGE, KY

SUBCONTRACTOR:

I, Eleanor Sullivan, a Notary Public, hereby certify that the foregoing contract signed and acknowledged by Barbara Adams of Big Sandy Guardrail, Inc. to be his act and contract for the purposed therein set forth.

State of Kentucky

County of Pike

Witness my hand and notary seal of office this 10th day of November, 2004.

Eleanor Sullivan

Notary Public

State at Large

My Commission Expires 2/25/06