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

TC 63-35DBE
Rev. 06/11/02

PROJECT CODE NO : 02-0514
DBE Firm/Subcontract # : 1
TO : Rick Stansel
Executive Director Division of Contract Procurement

FROM : SCOTTY'S CONTRACTING & STONE, LLC
Prime Contractor

SUBJECT : ALLEN (County) STPR 231-1(13) (Project Number)

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

CONTRACTOR'S CORPORATION of BOWLING GREEN, KY

DBE Employer Identification Numbers: Federal 61-1337329 KY 153907

The amount to be subcontracted by this request is DBE 446,218.54 or 11.06% Contract 446,218.54 or 11.06% of the (original contract) ~~or a subcontract amount of~~ 4,036,028.83

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 %
N/A				
Total based on original contract Amounts	446,218.54	11.06	446,218.54	11.06

DEPT. OF HIGHWAYS DIVISION OF CONTRACT PROCUREMENT AUG 29 8 34 AM

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 CLP3106895B with

BITUMINOUS INSURANCE CO. (Name of Insurance Company) which expires on 3/22/03 (Date)

J. Kevin Westray (Prime Contractor's Signature) 8-26-02 (Date)

Anna Patterson (Recommended by Office of Minority Affairs Signature) August 30, 2002 (Date Recommended by Office of Minority Affairs)

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

Project Code Number (PCN) 02-0514 Prime SCOTTY'S CONTRACTING DBE Firm CONTRACTOR'S CORPORATION

(*) 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
N/A					

Page Total

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

Project Code Number (PCN): 02-0514 DBE Firm CONTRACTOR'S CORPORATION

(*) 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
A037	37	SEEDING & PROTECTION	SM	412679.0	0.35	144437.65	412679.0	0.35	144437.65
A038	38	TEMP SEED & PROTECT	SM	41268.0	0.25	10317.00	41268.0	0.25	10317.00
A039	39	SPECIAL SEED & CR. VETCH	SM	94857.0	0.35	33199.95	94857.0	0.35	33319.95
A040	40	TOPDRESSING FERTILIZER	MT	24.7	400.00	9880.00	24.7	400.00	9880.00
A041	41	EROSION CONTROL BLANKET	SM	54124.0	1.36	73608.64	54124.0	1.36	73608.64
A049	49	R/W MARKER RURAL TY 1	EA	7.0	68.00	476.00	7.0	68.00	476.00
A050	50	R/W FENCE WOVEN WIRE	M	14647.00	11.90	174299.30	14647.0	11.90	174299.30

Comments:

Page Total 446218.54

446218.54

THE EQUAL OPPORTUNITY CLAUSE AT 41 CFR 60-1.4(a) AND THE AFFIRMATIVE ACTION CLAUSES AT 41 CFR 60-250.4 AND 60-741-4 ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS ORDER AS THOUGH FULLY SET FORTH HEREIN.

SUBCONTRACT AGREEMENT

THIS AGREEMENT made this 7TH day of AUGUST, 2002 by and between CONTRACTOR'S CORPORATION a corporation organized under the laws of the State of KENTUCKY and having a principal place of business at BOWLING GREEN hereinafter called the Subcontractor, and SCOTTY'S CONTRACTING & STONE, LLC hereinafter called the Contractor,

WITNESSETH:

The Subcontractor agrees to furnish all necessary materials and/or to furnish all labor, machinery, equipment, tools and supplies necessary to perform, and to perform all work set forth in the following paragraph in the construction of ITEMS ATTACHED for KY DEPARTMENT OF TRANSPORTATION hereinafter called the Owner, at ALLEN-WARREN CO. STPR 231-1(13)

in accordance with the terms and provision of the contract between the Owner and the Contractor, including all the general and special conditions, plans and specifications and other documents forming or by reference made a part of the contract between the Contractor and the Owner, all of which shall be considered part of this subcontract by reference thereto, and the Subcontractor agrees to be bound tot he Contractor and the Owner by the terms and provisions thereof and by the terms and conditions on the back of this form which are incorporated herein and made a part hereof.

A. ITEMS TO BE DEDUCTED FROM PARTIAL PAYMENTS

1. Prorata Share of Bond Premium	(YES)	NO
2. KAHC Dues	(YES)	NO
3. Plantmix Association	YES	NO

Signed before me by J. KEVIN WESTRAY
on 8-7-02
Deborah Potter
NOTARY PUBLIC
My Commission Expires 1-12-03

Signed before me by Jackie Reynolds
on 8-7-02
Deborah Potter
NOTARY PUBLIC
My Commission Expires 1-12-03

Unless a lump sum price is to be paid for the foregoing work and is clearly so state, quantities referred to above are understood to be estimates only. The quantities for which payment shall be made shall be the quantities for which payment is received by the Contractor from the Owner. Payments shall be made as and when received from the Owner for the work performed by the Subcontractor, including retained monies applicable to such work. All work shall be subject to approval of and acceptance by the Contractor and the Owner and no payment on account shall operate as an approval and acceptance of work done or materials furnished, or any part thereof.

The Contractor may deduct from any amount due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the contractor; and in the event of any breach by the Subcontractor of any provision or obligation of this Subcontract or in the event of the assertion by other parties of any claim or lien against the contractor or the Owner arising out of the Subcontractor's performance of this Contract, or failure to pay for labor and materials used thereby hereunder, the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor an amount sufficient to protect the Contractor and the owner from any and all loss, damage or expense therefrom and to discharge all lienable claims until the situation has been satisfactorily remedied or adjusted by the Subcontractor.

Work shall be commenced by the Subcontractor not later than five (5) days after notice from the Contractor and shall be completed on or before _____ and upon failure so to do the Subcontractor shall pay to the Contractor all damages it may sustain by reason of such failure.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers hereunto duly authorized.

SCOTTY'S CONTRACTING & STONE LLC
By J. Kevin Westray

CONTRACTOR'S CORPORATION
Jackie Reynolds
Subcontractor

CONTRACTOR'S CORPORATION

ALLEN-WARREN CO. STPR 231-1(13)

ITEM	DESCRIPTION	UNIT		UNIT PRICE	TOTAL
37-5985	SEEDING & PROTECTION	412679.00	SM	0.35	144437.65
38-5953	TEMP SEED & PROT.	41268.00	SM	0.25	10317.00
39-5989	SPEC. SEED CROWN VETCH	94857.00	SM	0.35	33199.95
40-5966	TOPDRESSING FERTILIZER	24.70	TN	400.00	9880.00
41-5950	EROSION CONTROL BLANKET	54124.00	SM	1.36	73608.64
49-2434	R/W MKR RURAL TY 1	7.00	EA	68.00	476.00
50-2261	R/W FENCE WOVEN WIRE	14647.00	M	11.90	174299.30

TOTAL **$446,218.54**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 8/23/02

PRODUCER (270)781-6200 FAX (270)781-3532
Center of Insurance
1750 Scottsville Road Suite 3
PO Box 1077
Bowling Green, KY 42102-1077

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 Contractors Corporation
267 N. Graham St.
Bowling Green, KY 42101

INSURERS AFFORDING COVERAGE

INSURER A:	Bituminous Insurance Company
INSURER B:	KY Associated General Contract
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	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	CLP3106895B	03/22/2002	03/22/2003	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CAP3106893B	03/22/2002	03/22/2003	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7501	03/22/2002	03/22/2003	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE - EA EMPLOYEE	$ 500,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

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

ALLEN-WARREN CO. STPR 231-1(13)

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER

Scotty's Contracting
P O Box 4500
Bowling Green, KY 42102-4500

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David Sears

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Dexter Newman

Commonwealth of Kentucky
Transportation Cabinet
Frankfort, Kentucky 40622

James C. Codell, III
Secretary of Transportation

Clifford C. Linkes, P.E.
Deputy Secretary

Paul E. Patton
Governor

MEMORANDUM

TO: Rick Stansel
Director
Division of Contract Procurement

FROM: Anna Patterson ap
Executive Director
Office of Minority Affairs

DATE: August 29, 2002

SUBJECT: ~~General~~ Detailed DBE Participation Plan

The DBE staff has reviewed the DBE Participation Plans and submits the following:

PCN 02-0514 Allen Co.—Subcontractor = Contractor's Corporation.

1. Contractor's Corporation is certified DBE.
2. DBE signature verification was included with the plan.
3. The percentage and dollar amounts listed in the Plan are correct.
4. The prime contractor certified 11.06% goal attainment, while 8.0% is the designated project goal. This project exceeds the designated goal.

Should you desire additional information, please advise.

EA

EDUCATION PAYS

Commonwealth of Kentucky
Transportation Cabinet
Frankfort, Kentucky 40622

James C. Codell, III
Secretary of Transportation

Clifford C. Linkes, P.E.
Deputy Secretary

Paul E. Patton
Governor

OFFICE OF MINORITY AFFAIRS
2002 AUG 29 A 9:19

MEMORANDUM

TO: Anna Patterson
Executive Director
Office of Minority Affairs

FROM: Rick Stansel
Director
Division of Contract Procurement

DATE: August 29, 2002
SUBJECT: DBE Detailed Plan/Subcontract
Scotty's Contracting and Stone, LLC PCN 020514

The attached DBE Detailed Plan/Subcontract Request(s) has been received by this office. This document needs The Office of Minority Affair's (OMA) and the Division of Construction's approval. A work order will be issued upon approval from OMA.

Your immediate attention to this matter is requested. If you have any questions, please advise.

RS/tgd
Attachments

Kentucky Transportation Cabinet
Division of Contract Procurement
Report of Current Certificate Status

Printed From RE-VIEW software
10/03/2002

CERTIFICATE: 2002 A 02458-005 2. RENEWAL

Approved: 5/01/2002 **Expires:** 12/31/2002 **Lapse Date (Expires + 120):** 4/30/2003

CONTRACTORS CORPORATION
PO BOX 946
BOWLING GREEN KY 42102-0946

Approved Work Items

I01 CLEARING AND GRUBBING
I02 DITCHING AND SHOULDERING
I04 GUARD RAILS
I05 FENCING
I06 SEEDING AND SODDING
I07 DENSE GRADED AGGREGATE BASE CONSTRUCTION
I11 CURB AND GUTTER
I41 BARRIER WALLS