



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Joe Prather
Secretary

September 21, 2009

CALL NO. 305
CONTRACT ID NO. 092299
ADDENDUM # 1

Subject: Grayson County, FD51 043 00CG
Letting September 25, 2009

(1) Revised - Special Notes - Pages 6-10(a) of 50

Proposal revisions are available at <http://transportation.ky.gov/contract/>.

If you have any questions, please contact us at 502-564-3500.

Sincerely,

A handwritten signature in cursive script that reads "Ryan Griffith".

Ryan Griffith
Director
Division of Construction Procurement

Enclosures
RG:ks



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SPECIAL NOTES

DEBRIS REDUCTION AND DISPOSAL AND SITE RESTORATION

I. DESCRIPTION

The purpose of this contract is to restore two individual sites within a larger Debris Managements Sites (DMS) where debris generated as a result of the declared January 2009 Ice and Snow Storm Disaster in Grayson County were collected for reduction. The DMS is on property owned by the City of Litchfield located at approximate milepoint 17.3 on KY 54 (Owensboro Road) in Grayson County. The debris at the two sites to be restored consists of vegetative matter collected from public property or rights of way and transported to the reduction site by others and includes whole trees, tree stumps, tree branches, tree trunks, and other leafy material. After collection at the reduction site, a portion of the debris (Site 1) caught fire and was extinguished by watering and smothering with earth. Some debris (Site 2) was separated and not smothered.

Except as specified in these notes, perform all work according to the Department's 2008 Standard Specifications, interim Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

- (1) Maintain and Control traffic;
- (2) Site Preparation and Erosion Control;
- (3) Remove and dispose all burned and buried debris from Site 1;
- (4) Remove and dispose of all debris accumulated in Site 2;
- (5) Remove and dispose all earth contaminated with residue of debris from Sites 1 and 2;
- (6) Restore sites 1 and 2 to their approximate original contours existing prior to debris being stored on site; and
- (7) All other work required to complete the work to the satisfaction of the Engineer.

II. MATERIALS

Provide for sampling and testing of all materials in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these notes.

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Erosion Control. See Special Note for Erosion Control.

C. Site restoration. Furnish clean borrow excavation from approved sources.

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III. CONSTRUCTION METHODS

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Erosion Control. See Special Note for Erosion Control.

C. Site Restoration. Be responsible for all site restoration including, but not limited, to clearing and grubbing; trenching, excavation, special excavation, and borrow excavation; embankment, and embankment in place; and removal and disposal of debris, contaminated earth, obstructions or any other items in Sites 1 and 2.

Remove the existing temporary roadway to the west and south of the silage barn between the silage barn and Site 1, the area around the barn, and the area behind the barn at site 2 as directed by the Engineer. Preserve the portion of the temporary roadway leading directly into the silage barn at Site 1. The line of demarcation between temporary roadway areas to be preserved and areas to be removed have been marked by the Department. Stockpile the rock roadbed materials removed from the temporary roadways at a site within the DMS designated by the City.

After removal of temporary roadways, debris, and contaminated earth, restore sites 1 and 2 to their approximate original contours existing prior to debris being stored on site. Perform all site restoration only as approved or directed by the Engineer. Provide positive drainage of roadways, shoulders, slopes, and ditches at all times during and upon completion of construction.

The contractor may perform reduction of vegetative debris before disposal by mulching, chipping, or grinding. The Engineer will not allow burning on site as a method of reduction. Store mulch, chips, and grindings at the site prior to disposal in piles no higher than 15 feet. Be responsible for final disposition of all whole, reduced, or recycled debris at an approved waste site, landfill, recycling center, or beneficial reuse. The Contractor may provide or sell the mulch, chips, or grindings to be recycled for use in agricultural mulch, fuel, or wood products. The Contractor may separate clean earth covering debris at Site 1 for reuse in the site restoration. Obtain the Engineer's approval of any earth to be reused in the restoration. Remove and dispose of all earth not approved by the Engineer for reuse in the restoration. Be responsible for conducting reduction and disposal operations in accordance with requirements established by the Federal Government Environmental Protection Agency (EPA). Identify the end-use of all debris removed from Sites 1 and 2 and final disposition locations. Prior to disposal, obtain approval of the final disposal locations and/or end use sites from the Engineer, Kentucky Energy and Environment Cabinet (EEC) and EPA.

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Upon completion of debris reduction and removal processes, clear the site of all waste and debris and restore the site to the approximate original contours existing prior to the debris originally being stored on site. Perform final dressing Class A, according to section 211 on all disturbed areas. Seed and protect according to Special Note for Erosion Control.

Conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

D. Final Dressing, Clean Up, Seeding and Protection, and Restoration. See Special Note for Erosion Control.

E. Property Damage. Be responsible for all damage to public and/or private property resulting from the work. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged City or private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.

F. Disposal of Waste. Stockpile the rock roadbed materials removed from the temporary roadways at a site within the DMS designated by the City. Dispose of other removed debris, excess and unsuitable excavation, and all other waste at approved sites off the City's property and highway rights of way obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow). Prior to disposal, obtain approval of the final disposal locations and/or end use sites from the Engineer, EEC and EPA, prior to disposal.

G. On-Site Inspection. Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.

H. Right-of-Way Limits. All work is located within the larger City owned DMS. Limit work activities to the immediate vicinity of work sites 1 and 2. Obtain approval from the City and County for staging and material storage areas not in the immediate vicinity of sites 1 and 2. Be responsible for all encroachments onto the City's property.

I. Caution. The information in this proposal and shown on the drawings, plans, and summaries and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during restoration; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.

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J. Control. Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department, the City, and the County reserve the right to have other work performed by other contractors and their own forces and to permit public utility companies and others to do work during restoration within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

K. Utility Clearance. Work around and do not disturb existing overhead or underground utilities. The Department does not anticipate that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. The Engineer will not charge working days for those days on which work on the controlling item is delayed, as provided in the Specifications. If the total delay exceeds ten working days, an extension of the overall specified completion date allowed for the work will be negotiated with the Contractor for delay to the Contractor's work. Be responsible for all damage to public and/or private utilities resulting from the work to the satisfaction of the owners, at no additional cost to the Department.

IV. METHOD OF MEASUREMENT

Only the listed items will be measured for payment. All other items required to complete the work according to the Drawings, Specifications, these notes, and as directed by the Engineer shall be incidental to the applicable listed items.

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Site Restoration. Other than the bid items listed, the Department will measure Site Restoration for each site as one lump sum.

C. Erosion Control. See Special Note for erosion Control.

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V. BASIS OF PAYMENT.

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Site Restoration. Payment at the Contract lump sum price for Site Restoration shall be full compensation for furnishing all labor, materials, equipment and incidentals for Site Restoration, including but not limited to clearing and grubbing; trenching, excavation, special excavation and borrow excavation; removal of temporary roadways; embankment and embankment in place; debris reduction; and removal and disposal of debris, contaminated earth, obstructions or any other items.

C. Erosion Control. See Special Note for erosion Control.

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