



**CALL NO. 313**

**CONTRACT ID. 122824**

**WHITLEY COUNTY**

**FED/STATE PROJECT NUMBER CB06 118 0204 000-012**

**DESCRIPTION TREE AND BRUSH REMOVAL - DIST. 11 WHITLEY COUNTY-KY 204**

**WORK TYPE TRIM & REMOVAL OF TREE & BRUSH**

**PRIMARY COMPLETION DATE 12/31/2012**

**LETTING DATE: August 17, 2012**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 17, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**REQUIRED BID PROPOSAL GUARANTY:** Not less than 5% of the total bid.

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**PART I**  
**SCOPE OF WORK**

CONTRACT ID - 122824

ADMINISTRATIVE DISTRICT - 11

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - WHITLEY

PCN - ME11802041224

CB06 118 0204 000-012

TREE AND BRUSH REMOVAL - DIST. 11 WHITLEY COUNTY-KY 204 BEGIN AT KY 296 (MP 0.000) END AT  
US 25W (MP 11.749), A DISTANCE OF 11.75 MILES. TRIM & REMOVAL OF TREE & BRUSH.

GEOGRAPHIC COORDINATES LATITUDE 36^47'47" LONGITUDE 84^14'14"

COMPLETION DATE(S):

COMPLETION DATE - December 31, 2012

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract))

The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](http://www.bidx.com)) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

### **SPECIAL NOTE FOR PIPE INSPECTION**

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to [kytc.projectquestions@ky.gov](mailto:kytc.projectquestions@ky.gov). The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract)). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this

contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/18/2011

**SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

**Reciprocal preference to be given by public agencies to resident bidders**

**By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the Expedite Bidding Program. Submittal of the Affidavit should be done along with the bid in Bid Express.**

03/01/2011



WHITLEY RS KY 204 TREE TRIMMING/REMOVAL SUMMARY SHEET

MP	MP	LNFT	OFFSET
0.002	0.004	21	LT
0.3	0.6	1584	RT
0.25	0.59	1795	LT
0.7	1	1584	RT
0.9	1	528	LT
1.2	1.209	50	LT
1.3	1.395	500	LT
1.405	1.408	20	RT
1.8	1.9	528	LT
2	2.008	50	LT
2.1	2.33	1214	LT
2.37	2.55	950	LT
2.56	2.62	315	RT
2.69	2.75	315	LT
2.8	2.805	30	LT
2.82	2.95	685	RT
2.9	2.95	264	LT
3.2	3.22	105	RT
3.4	3.42	105	RT
3.41	3.42	55	LT
3.6	3.7	528	RT
3.6	3.8	1040	LT
4.1	4.2	528	LT
4.205	4.208	20	LT
4.4	4.404	20	RT
5	5.02	105	RT
5.15	5.18	160	RT
5.5	5.6	528	RT
5.56	5.562	10	RT
5.7	5.702	10	RT
5.9	6.2	160	RT
6.7	6.8	528	LT
6.7	6.8	528	LT
7	7.047	247	RT
7	7.1	528	LT
7.7	7.8	528	LT
7.95	8.08	686	RT
8.2	8.202	10	RT
9.3	9.302	10	RT
9.5	9.502	10	RT
9.5	9.502	10	LT
9.7	9.702	10	RT

10.1	10.15	250	RT
11	11.1	528	RT
11.3	11.35	250	RT
11.3	11.31	55	LT
11.39	11.45	315	LT
11.6	11.65	275	RT
TOTAL		18575	

\*NOTE: FINAL AREA'S FOR TREE REMOVAL WILL BE DETERMINED  
BY ENGINEER IN FIELD AND ARE SUBJECT TO CHANGE FROM ABOVE  
LISTED AREA'S.

### **Terms and Conditions for Tree, Brush, and Limb Removal**

Contract for the removal of trees, brush, and limbs from the rights-of-ways along route, KY 204, in Whitley County of the Department of Highways District 11 in the Commonwealth of Kentucky.

Removal will be for all those trees and brush as indicated by the locations contained in the designated worksheets. All brush and trees (clear cut) shall be removed within the designated cut zone.

Remove **all trees and brush** from all bridges designated in the worksheets. This includes all trees and brush in each direction in, around, and under the bridges within the designated cut zone.

### **Subcontracting**

Subcontracting of work by the vendor to other contractors is not permitted. Only prospective bidders who possess the resources and assets to complete the work as specified per the terms and conditions of the contract and within the specified time period should submit a bid proposal. If contractor is found subcontracting work on this project the contract shall be terminated immediately.

Notification to begin work will be given by The Division of Construction Procurement. All requests for work will be placed or confirmed on a hard copy Transportation Delivery Order. The Contractor shall begin work on the project at the designated location.

Upon initiation, all work shall proceed in a continuous manner. Cessation of work for any reason other than weather or conditions beyond the Contractor's control (as determined by the Department) shall result in assessment of liquidated damages by the Department in the amount of \$500.00 per calendar day that work is not performed.

The vendor shall not be held responsible for daily work if the failure is due to acts beyond their control, such as a general strike, war, flood, or tornado. Written proof that the failure to deliver was beyond their control will be submitted immediately.

Contractor shall comply with all city, county, state, and federal laws and regulations and secure any and all permits and licenses that may be required.

Comply with all applicable federal, state, and local laws, ordinances and regulations governing safety. Provide all safeguards needed for employees and equipment. Conform all equipment to all prevailing Occupational Safety and Health Administration (OSHA) regulations. The use of a Slope Mower (Over/Guardrail Mower) mounted on a tractor or other similar vehicle with an articulated arm attachment to trim brush on this project **will not be allowed**. The Project Engineer shall approve any and all equipment used to complete this project. Require all operators

and other employees to wear safety vests and personal protective equipment that conform to OSHA regulations on the job site at all times.

Perform the work under the supervision of an individual who has a minimum of three- (3) years experience in trimming and removal of trees and brush. Perform the work in accordance with ANSI A 300-1995, "Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance Practices," and as approved by the Engineer. Vendor shall provide evidence of being certified to perform work in and around utility power lines if requested by the Department. Be responsible for contacting the identified utility company for notification of work to be performed and for any assistance that may be required.

Furnish evidence to KYTC, Division of Construction Procurement, prior to award of a Contract, that employees or staff members who will be making herbicide applications hold a current Category 6 Pesticide Certification Applicators License issued by the State of Kentucky.

Provide proper insurance coverage to indemnify the Commonwealth of Kentucky and to hold the Commonwealth of Kentucky harmless against all loss, expenses, or injury to person or property.

**Maintain this insurance coverage at all times and notify the Division of Construction Procurement and the Division of Maintenance of any changes or additions that may occur in the coverage.**

The Department will conduct a meeting with the Contractor within two (2) weeks after the Contract has been awarded. At this time, the Vendor will be made aware of the status of the work that is to be performed and an approximate time frame for the completion of each item of work.

Work will be performed under the supervision of the Chief District Engineer of the Department of Highways. Notify the Chief District Engineer or his representative of the day work will begin and of each subsequent day that work is to be performed so that the work may be inspected.

**Failure to provide this notification will result in non-payment of any work for that day.**

Work performance which does not conform to these terms and conditions or which is otherwise unsatisfactory will result in an immediate suspension of all work operations and the assessment of liquidated damages in the amount of **\$500.00 for each calendar day work is suspended**. Operations will remain suspended until the situation has been corrected and approval has been given for work operations to resume. Failure to comply with the terms and conditions as stated may be grounds for cancellation of this contract.

**PROPERTY DAMAGE:** The Contractor will be responsible for all damage to public and/or private property resulting from his work, and shall immediately correct any disturbances to all drainage features and structures. Any and all areas disturbed or damaged, including but not limited to ditches, drainage structures, grassed areas, driveways, lawns, etc., shall be repaired and returned to their previous condition. If contractor fails to remediate any damage to public or

private property, the Cabinet reserves the right to withhold payment to offset the cost to make repairs.

**UTILITIES:** Utility locations are not shown in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated 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 Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations.

**RIGHTS-OF-WAYS:** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.

**SITE INSPECTION:** Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims resulting from site conditions.

**MAINTAIN AND CONTROL TRAFFIC:**

Vendor shall utilize the appropriate Standard Drawings for any maintain and control traffic case scenarios that may occur during the performance of tree, brush, and limb removal operations.

The Vendor (Contractor) shall maintain and control traffic for a lane closure on a two-lane highway facility and for a shoulder closure on a multi-lane highway facility for tree, brush, and limb removal. Work within 8' of a driving lane should also require a lane closure. A Work Zone shall be established in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), (Current Edition) and in accordance with the Kentucky Department of Highways Standard Drawings (Current Edition). Lane Closures should not be left in place during non-working hours.

A link to the Manual on Uniform Traffic Control Devices can be found at:  
[http://mutcd.fhwa.dot.gov/kno-millennium\\_12.28.01.htm](http://mutcd.fhwa.dot.gov/kno-millennium_12.28.01.htm)

Vendor shall maintain and control traffic for a lane closure on a multi-lane divided highway facility for tree, brush, and limb removal by establishing a Work Zone in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) (Current Edition),, and in accordance with the Kentucky Department of Highways Standard Drawings (Current Edition). This item of

work will require the use of a flashing arrow board. The use of flaggers for this operation will not be required. Lane Closures should not be left in place during non-working hours.

A link to the Standard Drawings can be found at:

<http://transportation.ky.gov/Highway-Design/Pages/Standard-Drawings-Sepias.aspx>

Vendor shall maintain and control traffic in accordance to Section 112 of the Kentucky 2012 Standard Specifications for Road and Bridge Construction.

The Maintain and Control Traffic items of work shall be a line item measured by the Department as a lump sum payment for the entire project.

## **SPECIAL NOTES FOR TREE AND BRUSH REMOVAL**

### **I. DESCRIPTION**

Perform the work as specified by the Kentucky Department of Highways 2012 Standard Specifications for Road and Bridge Construction and Applicable Special Provisions, except as specified. Article references are to the Standard Specifications. A link to the Standard Specifications can be found below:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

Work on this project is as follows: (1) Cut and remove trees and brush located on roadside rights-of-ways designated by markings on the adjacent pavement and denoted on the included work location sheet(s); (2) Cut and remove **all** trees and brush located around bridges within the designated work zone; (3) Treat all cut stumps to prevent re-sprouting; (4) Grind all tree stumps, within the mowing zone, to a minimum depth of two inches. Mowing zone will be determined by the Project Engineer; (5) Cleanup and remove all debris, produced by cutting operation, from the rights-of-ways; (6) Maintain and control traffic; (7) Replace and level all disturbed soil areas and seeded per terms and conditions per Section 212 of 2012 Standard Specifications; (8) Temporary erosion control and temporary pollution control; and (9) All other work specified by this contract.

All brush and trees shall be cut and removed from designated areas within a zone consisting of fifteen (15) feet horizontally from the edge of metal of the pavement or as designated by work location sheets. Each area designated for cutting is numbered at the beginning and end of each cut area, indicated by orange markings on the right side of the road.

Trees and brush shall be cut in such a manner as to leave a stump of three inches (3") or less from ground line. Trees designated for trimming shall be identified.

## II. CONSTRUCTION METHODS

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

B. **Cutting:** Cut and remove trees and brush that are within the designated work area. The distance to cut back from the edge of metal of the pavement is fifteen (15) feet or as designated by work location sheets. Any trees or brush touching the boundary line shall be removed. Limbs of trees not in the cut zone extending across the boundary line into the cut zone shall be cut back to the collar on the main stem. Do not make flush cuts along the trunk, main stem, or main branch of the tree. Make cuts just outside the branch collar. If 25% or more of the tree's original canopy is to be removed, (or as determined by the Department), the entire tree shall be cut and removed. With approval from the Engineer and adjacent property owners, if required, the contractor may opt to remove entire trees or bushes in lieu of trimming. Trim and remove trees and brush by the work location sheet(s) included in the proposal.

Cut trees and brush as close to the ground as possible, but at no time shall stumps exceed three inches (3") from ground line. Grinding of all tree stumps within the mowing zone shall be required as directed by the Project Engineer. All stumps, designated to be treated by mechanical grinding, are required to be removed to a minimum depth of two (2) inches below the surrounding grade line. Treat, within one hour of cutting, all stumps with the specified herbicide solution. Replace and level any and all soil disturbed during these operations. Leave the soil in a condition that is level with surrounding soil grade with no holes or indentions to catch water or present unsafe mowing conditions and seed according to specifications per Section 212 of 2012 Standard Specifications. This work will be incidental to the pay item 'Trim and Remove Trees and Brush'.

At the discretion of the Engineer, specific trees that are deemed to be desirable and do not pose a hazard to sight distance will not be cut.

C. **Removal of Trees and Brush:** Remove undesirable trees located along the boundary of the trimming and removal area, at the direction of the Engineer.

The Department will mark the pavement to designate the approximate work area(s) for trimming and removal of trees and brush. The Department will obtain consent and release for work on trees and brush overhanging the designated work area from adjacent private property, when necessary.

Contractor will take possession of/and remove all debris and biomass from the trimming and removal of trees and brush from the work site, excluding only debris drifts in river channels, and dispose of such off the right-of-way in accordance with local, state, and federal solid waste laws and regulations. Contractor shall cleanup and remove all existing down trees and brush located within the designated areas. At the discretion of the Project Engineer, the contractor may be permitted to chip and blow biomass onto non-mowing zones. Chips shall not be blown onto areas that would potentially restrict the flow of water in drainage ditches. Chips allowed to remain

will not be allowed to pile but must be spread in a uniform layer not to exceed two (2) inches in depth. No wood chips larger than one (1) inch diameter and two (2) inches in length shall be permitted to be blown onto non-mowing zones. All unchipped biomass must be removed from the rights-of-ways.

Contractor shall keep the work zone free of accumulated waste material and debris at all times. Remove and dispose of all tree and brush chips off the rights-of-ways. Remove and dispose of all debris and waste material off the rights-of-ways as work is completed and at the end of each workday. Remove desirable wood pieces from the rights-of-ways at the end of each workday. Stockpile trees and brush off the rights-of-ways. Dispose of all removed debris and other waste as per Section 204.03.08. The Department will incur no cost to obtain disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project.

Failure by the contractor to perform cleanup and removal of debris and wood waste within the required time will result in an immediate shutdown of the work until the debris has been removed from the right-of-way. Liquidated damages in the amount of \$500.00 per day will be assessed for each occurrence of failure to remove debris and wood waste that results in a shutdown of work operations.

**D. Stump Treatment:** Contractor shall perform stump treatment of all cut stumps as **incidental** to the tree and brush removal items. Apply a stump treatment mix consisting of fifty percent (50%) Glyphosate with water and add twelve (12) ounces of Imazapyr, as specified, per gallon of solution. The addition of a non-ionic surfactant 5% (v/v) shall be added to the solution to increase uptake of the herbicide solution into the root system. Mix the herbicide solution in the presence of the inspector. Include a color indicator in the herbicide solution to mark the treated stumps. Spray or paint the herbicide solution onto all cut stumps **within one hour after cutting**. Apply the herbicide solution in a manner to avoid drift onto surrounding vegetative ground cover. Stumps in the mowing zone, designated for mechanical grinding treatment, need not receive the herbicide treatment.

Provide herbicide materials for the treatment of cut stumps meeting the following criteria:

Active ingredient: **(Glyphosate)**

*Glyphosate, N-(phosphonomethyl)glycine, in the form of its potassium salt.....	48.7%
Inert ingredients.....	51.3%
Total .....	100.0%
*Contains 660 grams per liter or 5.5 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its potassium salt. Equivalent to 540 grams per liter or 4.5 pounds per U.S. gallon of the acid, glyphosate.	

Active ingredient: **(Imazapyr)**



Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)*.....	26.7%
Inert ingredients.....	73.3%
Total.....	100%

\*Equivalent to 21.8 percent 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazolyl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

KRS 217B requires that any individual who applies pesticides to Kentucky Highway Right-of-Way areas must be certified as a Pesticide Applicator under Category 6 guidelines. Comply with all current laws and regulations established by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and by KRS 217B that regulates the handling, use, and application of pesticides.

**E. Restoration and Clean Up:** Replace and level any and all soil disturbed during the Contractor’s operations. Leave the soil in a condition that is level with surrounding soil grade with no holes or indentions to catch water or present unsafe mowing conditions and seed according to specifications per Section 212 of 2012 Standard Specifications.. Apply final dressing, Class A to all disturbed areas, both on and off the Right-of-Way. Contractor shall sow all disturbed earthen areas with Seed Mixture No. 1 according to Section 212.03.03. The Department will NOT make direct payment for final dressing, seeding preparation and protection, and clean up.

**III. METHOD OF MEASUREMENT**

- A. Maintain and Control Traffic.** The department will evaluate the traffic control daily.
- B. Trim & Remove Trees & Brush.** The Department will field measure the quantity of accepted area with all work completed as outlined in the proposal per linear foot measured along the edge of metal of the highway. An area is considered from edge of metal of the roadway to the specified offset, which is measured from the edge of metal of the pavement. This includes areas under bridges and overpasses. The Department will measure the entire length of completed sections including areas within the established limits that were clear prior to the contractor’s operations.
- C. Stump Treatment, Stump Grinding, Restoration, Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal.** The Department will NOT measure for payment Stump Treatment, Stump Grinding, Restoration, Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item “Trim & Remove Trees & Brush”.

#### **IV. BASIS OF PAYMENT**

**A. General.** Except for the Bid Items included in the Proposal, no payment shall be made for any material, equipment, labor, or other expense necessary to complete the work as outlined in these notes or elsewhere in the Proposal, Standard Drawings, or Specification.

**B. Maintain and Control Traffic.** The Department will pay the quantity as Lump Sum.

**C. Trim & Remove Trees & Brush.** The Department will make payment for the completed and accepted quantities of the tree and brush removal per linear foot. The Department will consider payment as full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work to remove the trees and brush.

**D. Stump Treatment, Stump Grinding, Restoration, Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal.** The Department will NOT make separate payment for these operations. Stump Treatment, Stump Grinding, Restoration, Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal shall be incidental to the bid item "Trim & Remove Trees & Brush"

#### **District Location and Contact Person:**

KYTC, Department of Highways  
District 11 Resident Engineers Office  
P.O. Box 718  
Williamsburg, KY 40769  
Jeff Frazier, Engineer Tech III  
(606) 549-3760

**Prospective bidders are encouraged to contact the KYTC District 11 Resident Engineers Office to schedule a viewing of the project site and the proposed work. Failure to view project site does not constitute basis for failure to perform services per terms and conditions of this contract.**

**Pricing information shall not be made known in any form to agency representatives during site visits. Failure to comply with this restriction shall be cause for rejection of a bid.**

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

**Supplemental Specifications to the Standard Specifications for Road and  
Bridge Construction, 2012 Edition**

**(Effective with the August 17, 2012 Letting)**

<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	4) Density.
<b>Revision:</b>	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
<b>Subsection:</b>	609.03 Construction.
<b>Revision:</b>	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

## **TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS**

### **LABOR AND WAGE REQUIREMENTS APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS**

- I. Application
- II. Nondiscrimination of Employees (KRS 344)
- III. Payment of Predetermined Minimum Wages
- IV. Statements and Payrolls

#### **I. APPLICATION**

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

3. A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

#### **II. NONDISCRIMINATION OF EMPLOYEES**

##### **AN ACT OF THE KENTUCKY GENERAL ASSEMBLY TO PREVENT DISCRIMINATION IN EMPLOYMENT KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual

because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

#### **III. PAYMENT OF PREDETERMINED MINIMUM WAGES**

1. These special provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

2. The minimum wage determination schedule shall be posted by the contractor, in a manner prescribed by the Department of Highways, at the site of the work in prominent places where it can be easily seen by the workers.

#### **IV. STATEMENTS AND PAYROLLS**

1. All contractors and subcontractors affected by the terms of KRS 337.505 to 337.550 shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of one (1) year from the date of completion of this contract.

2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

3. The contractor shall make his daily records available at the project site for inspection by the State Department of Highways contracting office or his authorized representative.

Periodic investigations shall be conducted as required to assure compliance with the labor provisions of the contract. Interrogation of employees and officials of the contractor shall be permitted during working hours.

Aggrieved workers, Highway Managers, Assistant District Engineers, Resident Engineers and Project Engineers shall report all complaints and violations to the Division of Contract Procurement.

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit

records and information which will aid in determining the true facts relating to the reported violations.

Any person or organization aggrieved by the action taken or the findings established as a result of an informal hearing by the Division of Contract Procurement may request a formal hearing.

4. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payments, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

5. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

6. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

7. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

8. Every employee on the project covered by this contract shall be an employee of either the prime contractor or an approved subcontractor.

9. No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No Covered employee may be employed on the work except in accordance with the classification set forth in the schedule mentioned above; provided, however, that in the event additional classifications are required, application shall be made by the contractor to the Department of Highways and (1) the Department shall request appropriate classifications and rates from the proper agency, or (2) if there is urgent need for additional classification to avoid undue delay in the work, the contractor may employ such workmen at rates deemed comparable to rates established for similar classifications provided he has made written application through the Department of Highways, addressed to the proper agency, for the supplemental rates. The contractor shall retroactively adjust, upon receipt of the supplemental rates schedule, the wages of any employee paid less than the established rate and may adjust the wages of any employee overpaid.

11. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work-week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such work-week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work-week. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. This agreement shall be in writing and shall be executed prior to the employee working in excess of eight (8) hours, but not more than ten (10) hours, in any one (1) calendar day.

12. Payments to the contractor may be suspended or withheld due to failure of the contractor to pay any laborer or

mechanic employed or working on the site of the work, all or part of the wages required under the terms of the contract. The Department may suspend or withhold payments only after the contractor has been given written notice of the alleged violation and the contractor has failed to comply with the wage determination of the Department of Highways.

13. Contractors and subcontractors shall comply with the sections of Kentucky Revised Statutes, Chapter 337 relating to contracts for Public Works.

Revised 2-16-95



## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

**Kentucky Equal Employment Opportunity Act of 1978**

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall not apply to this Contract.

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**WORKERS.....MINIMUM HOURLY  
RATE.....\$7.25**

Note: Parts III and IV of “**Labor and Wage Requirements Applicable to Other Than Federal-Aid System Projects**” do not apply to this project.

# EMPLOYEE RIGHTS

## UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### FEDERAL MINIMUM WAGE

**\$7.25** PER HOUR

BEGINNING JULY 24, 2009

#### OVERTIME PAY

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

#### CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

#### TIP CREDIT

Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

#### ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

#### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



**1-866-4-USWAGE**

(1-866-487-9243)

TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## **PART IV**

## **INSURANCE**

## INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
  - a) \$100,000 Each Accident Bodily Injury
  - b) \$500,000 Policy limit Bodily Injury by Disease
  - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a) "policy contains no deductible clauses."
  - b) "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

**PART V**

**BID ITEMS**

CONTRACT ID: 122824  
COUNTY: WHITLEY  
PROPOSAL: CB06 118 0204 000-012

PAGE: 1  
LETTING: 08/17/12  
CALL NO: 313

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 TREE REMOVAL						
0010	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00 )	LS		
0020	03270	TREE AND BRUSH REMOVAL	18,575.000	LF		
SECTION 0002 DEMOBILIZATION						
0030	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				