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| COUNTY | | | ITEM NO. | | |
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| PROJECT NO. | | FEDERAL NUMBER | PROJECT | | |
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| PARCEL(S) | DESCRIPTION (Include Address) | | | AMOUNT DUE BIDDER (A) | AMOUNT DUE STATE (B) |
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| **NOTE:** Failure of the Bidder to include an amount for each parcel shall result in rejection of bid.  **INSTRUCTIONS TO BIDDER:** Total for Column A – (minus) Total for Column B = (equals) Lump Sum Total. If Column A is greater than Column B the lump sum total will be the Amount Due Bidder. If lump sum total is a negative amount the lump sum total will be the Amount Due State.  **NOTE:** Bidder must select either Amount Due Bidder or Amount Due State in the above table. Failure to select Amount Due State or Amount Due Bidder may result in rejection of bid. Selection of both options will be considered a multiple bid and the bid may be rejected as non-responsive. | | | | **TOTAL** | **TOTAL** |
|  |  |
| **LUMP SUM TOTAL** |  |
| **Amount Due Bidder** | |
| **Amount Due State** | |
| **SPECIAL NOTE(S):** The contractor should contact       at PHONE NO:       before beginning work on this demolition project. | | | | | |
| **SPECIFICATION FOR REMOVAL OF IMPROVEMENTS**  **(CLEARANCE OF RIGHT OF WAY)** | | | | | |
| INITIATION AND COMPLETEION OF PROJECT Within       days after the award of contract, the contractor shall meet with the District Property Management Agent for a revision and submission of the Notification of Asbestos Abatement/Demolition/Renovation (DEP 7036) to the Division of Air Quality. The contractor shall be notified of a Pre-Improvement Removal Meeting within       days of the expiration of the NOI (DEP 7036). A work order may be issued at the time of the Pre-Improvement Removal Meeting or within       days of Pre-Improvement Removal Meeting. This will be at the discretion of the District Property Management Agent and/or the Right of Way Supervisor. After       consecutive calendar days from receipt of the work order from the District Property Management Agent, penalties in the amount of       per day will be assessed for a 7 calendar day period on each parcel not cleared. At the end of the above period (which totals       calendar days), the Cabinet may exercise its right to cancel the contract in its entirety without further notice. The bond or irrevocable letter of credit may be cashed upon cancellation of the contract. | | | | | |
| **RODENT CONTROL**  Rodent control measures are not required on this contract.  Rodent control measures are required on this contract and will be the responsibility of the successful bidder. The approved contractor must subcontract with a licensed exterminator for necessary rodent control measures **PRIOR** to beginning removal activities. The cost of this service shall be considered and included in the contract price. Satisfactory completion of rodent control measures must be documented by submission of a paid receipt from the licensed exterminator performing the work. The successful bidder will be allowed ten (10) calendar days after award of the contract to complete necessary rodent control measures. **(NOTE: failure to submit paid receipt referenced herein will result in a penalty of $200.00.)** | | | | | |
| COMPLIANCE All work performed under these Plans and Specifications must adhere to all codes, regulations and requirements of all inspection and regulatory agencies and the work will be performed according to these requirements. If the plans and specifications do not set forth all codes, etc., this does not relieve the Contractor of the responsibility to adhere to all requirements necessary for completing the Contract in accordance with all necessary codes, regulations and requirements.  If problems are found during demolition, they will be brought to the attention of the KYTC District Office for review and direction. However, this does not relieve the Contractor of bidding and constructing the project in accordance with all requirements. | | | | | |
| **KENTUCKY 811 – BEFORE YOU DIG**  **KRS 367.4901 TO 367.4917 –** The General Assembly finds that the objective of underground facility damage prevention and the resulting benefits of public and workplace safety and protection of consumer services require an effective underground damage prevention procedure. **KRS 367.4901 to 367.4917**, which may be cited as the “Underground Facility Damage Prevention Act of 1994,” are created to provide for this procedure and accomplish this objective. KRS 367.4901 to 367.4917 sets forth the requirements for every person who engages in timber harvesting using mechanized equipment, excavation, or demolition work.  All work being performed or related to the removal of improvements on this project shall comply with provisions set forth in KRS 367.4901 to 367.4917. The contractor shall contact Kentucky 811 in accordance with guidelines set forth by the Kentucky Public Service Commission, before work can begin. For any legal requirements, or references, please refer to the most current edition of the Kentucky revised code.  It is strictly the Contractors responsibility to locate all personal and private utility lines including but not limited to water lines, sewer lines, invisible underground fences etc. Kentucky 811 does not mark or locate privately owned lines.  The contractor will be given a locate request identification number that is proof of your call. Record the number and keep it for the duration of your excavation or longer when applicable. The request identification number may be referred to as: confirmation number, ticket number, or BUD number. This number shall be submitted to the district property management agent or representative. **(NOTE: Failure to submit a valid Kentucky 811 confirmation number referenced herein will result in a penalty of $200.00 per occurrence.)**  In the event that KYTC is fined by the Public Service Commission for non-compliance of KRS 367.4917 by the contractor, the contractor shall be responsible for any liquidated damages assessed to KYTC. | | | | | |
| **SCOPE OF WORK/DESCRIPTION**  Work shall consist of the removal and the proper disposal of buildings, fences, septic tanks, driveways, paved areas, conduits, and other miscellaneous structures and encumbrances which exist upon or within the right of way and/or easements areas on the designated parcels. All work shall be in accordance with these specifications and any special provisions that may be included as a part of the contract. | | | | | |
| **GENERAL PROVISIONS**  After award of contract, the contractor will be notified by the district to advise of any change in the probable date that the improvements will be available. The contractor shall not begin work until he has been notified by the District Property Management Agent that all utilities have been disconnected by the utility companies involved.  In the event the construction contractor and the contractor for clearance of improvements are on the project at the same time, it shall be understood that the latter will not be allowed to claim damages for any loss of time thus engendered.  The contractor agrees to indemnify and hold the Cabinet harmless for any fines or penalties assessed to the Cabinet as a direct result of the contractor’s actions or omissions.  The contractor shall provide for adequate protection to safeguard the public at all times. He shall employ watchmen when necessary, and shall furnish and maintain barricades, lanterns or flares, and other devices considered necessary for the protection of the public.  If a street or road is to be closed or obstructed during the clearance of improvements a permit shall be secured by the contractor from the proper authority. The Transportation Cabinet, Fire Department, Police Department, and utility companies involved shall be given notice by the contractor of the time when such street or road is to be closed or obstructed.  The contractor shall use every precaution to prevent any damage to adjacent property and buildings. All equipment, tools, and materials permitted to remain on the right of way during the operations shall be neatly stored in such a manner as will not interfere with the rights and privileges of the adjacent property owners.  The contractor shall use every precaution to prevent damage to building walls which are jointly owned and are required to remain in place and shall assume full responsibility for any damage to an adjoining building resulting from his work or carelessness. All such wall structures shall be left sound and with an acceptable appearance. The contractor shall save the Commonwealth and the Transportation Cabinet or any of its officers or agents harmless from damages or claims from his operations on a common or adjacent wall of a structure that is to remain in place.  All property line walls owned jointly with an adjacent property owner shall remain the property of the Commonwealth and the adjacent property owner, and shall remain in place unless otherwise specified in the contract.  All material from the clearance of improvements will become the property of the contractor, unless otherwise specified in the contract. The contractor *(at his own expense)* shall remove from the site and dispose of all materials in the manner set forth in Disposal of Materials Section of this specification. Removal of trees is not the responsibility of the demolition contractor unless stated in the description of parcels.  The Transportation Cabinet will not be responsible for plumbing fixtures, electrical fixtures, fences, storm doors, storm windows, or any other items of value left on the property. | | | | | |
| **PERFOMANCE BOND**  A performance bond shall be required as specified in this section. For amount paid to vendor a Performance Bond or Irrevocable Letter of Credit shall be required **in the amount of the contract or $10,000.00, whichever is greater.** For amount paid to State a performance bond shall be required **in the amount of $10,000.00.** The Performance Bond or Irrevocable Letter of Credit shall be provided as security for the faithful performance of the contract.  Irrevocable Letters of Credit shall **ONLY** be accepted up to a maximum of $20,000.00.  All projects exceeding that amount shall require a Performance Bond. | | | | | |
| INSURANCE The successful bidder shall be responsible for maintaining this coverage through the entire contract term:   1. Contractor’s General Liability Insurance with limits of liability of $1,000,000.00 per occurrence. 2. Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342.   The successful bidder shall furnish an ACORD Certificate within ten (10) days of notice of intent to award with:   * 1. The certificate holder listed as:   Kentucky Transportation Cabinet  Division of Purchases 4th Floor East  200 Mero Street  Frankfort, KY  40622   * 1. The Endorsement indicating the Commonwealth and its agents as an Additional Insured for the contract resulting from this solicitation.   2. The contract number in the Description of Operations box.   Failure to furnish said certificates or to indicate the contract number shall be grounds for cancellation of the contract.  The successful bidder shall provide an up-to-date copy of the certificate upon renewal of the policy.  Failure to do so shall result in cancellation of the contract.  The insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the agencies.  The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky.  A list of authorized companies can be found at <http://insurance.ky.gov/company>.  Failure to meet this requirement may result in the bid being deemed non-responsive.  The insurer shall have an AM Best rating of B+ or higher.  Visit [www.ambest.com](http://www.ambest.com) for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. | | | | | |
| **DISPOSAL OF MATERIALS**  **Debris, Trash and Waste Materials** – **No debris, trash or waste material is to be buried on site.** All debris, trash and waste material resulting from the removal of improvements shall be disposed of at a site or facility for which a permit for waste disposal has been issued by the Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management (excluding any material which is recovered for salvage/reuse including brick, concrete or blacktop which is to be disposed of as beneficial reuse). The cost of this disposal shall be considered and included in the contract price. Upon completion of the contract, the contractor will furnish the district Property Management Agent with the name and address of the waste disposal site used and copies of the disposal receipts indicating the amount of material disposed.  **Materials Requiring Special Disposal** - It shall be the responsibility of the contractor to properly dispose of any hazardous waste, paint, tires, automobile batteries, etc. in a manner that meets all local, state and federal regulations regarding this type of disposal.  The cost of this disposal shall be considered and included in the contract price. Upon completion of the contract, the contractor will furnish the district Property Management Agent with the name and address of the disposal site used and copies of the disposal receipts indicating the type and amount of material disposed.  **HAZARDOUS MATERIALS-**In the event the contractor unexpectedly encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other classified hazardous substances/materials which have not been rendered harmless, the contractor shall immediately stop work in the area affected and report the condition to the owner. The work in the affected area shall not thereafter be resumed except by written agreement of the owner and contractor if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other classified hazardous substances/materials which have not been rendered harmless. The work in the affected area shall be resumed in the absence of any classified hazardous substances/materials or when it or they have been rendered harmless. | | | | | |
| **ENERGY AND ENVIRONMENT CABINET**  If vendor has received a fine from EEC for a major infraction/violation within the last six months the vendor’s bid may be rejected as non responsive. KYTC Division of Purchases reserves the right to review all vendor violations and to determine the level of infraction/violation.  Below is a link to the Division of Waste Management website if you need information about permitted landfills. <http://www.waste.ky.gov> | | | | | |
| **RECOVERY OF REFRIGERANT**  When a refrigeration unit (central air conditioners, freezer units, coolers, etc.) is to be removed intact from the site for reuse, evacuation/recovery of refrigerant is not required. All refrigerant must be completely evacuated/recovered from any refrigeration unit which is not to be removed intact from the site or is to be removed for disposal. Evacuation/recovery is to take place prior to destruction of the unit. This evacuation/recovery must be performed by a licensed HVAC operator and documented by the submission, to the District Property Management Agent, of a paid receipt from the licensed HVAC operator who performed the reclamation. **(NOTE: Failure to submit paid receipt referenced herein will result in a penalty of $200.00 per occurrence.)** The cost of refrigerant evacuation/recovery shall be considered and be included in the contract price. | | | | | |
| **OPEN BURNING**  In compliance with “401 KAR 63:005. Open Burning”, no open burning of improvements, trash, debris or waste material will be permitted on the contract. The referenced KAR may be viewed on the Kentucky Legislation webpage <http://www.lrc.ky.gov/kar/401/063/005.htm>  Should open burning by unknown parties take place, the contractor shall immediately notify the district Property Management Agent, the appropriate regional office of the Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division for Air Quality and local law enforcement authorities. A written report of these notifications is to be submitted to the district Property Management Agent within 5 working days of the discovery of the burning. | | | | | |
| **CLEARANCE PROCEDURES**  The removal of improvements is subject to all applicable statutes and regulations of federal, state, county and city governmental agencies, and in addition all work performed must strictly comply with the specifications stated herein.  Contractor is cautioned against incorporating any changes in these specifications without approval of the KYTC District Office. Any unapproved changes on this project will not be recognized for payment by the Owner. At no time will the Transportation Cabinet be responsible for vandalism to improvements.  The Contractor shall not use any state owned equipment nor state personnel on this project during the terms of this Contract.  The contractor shall confirm that all existing utility services have been disconnected at the meter or at the service cutoff valves by the proper utility company. Water lines shall be removed to the service meters, and gas lines shall be removed to the service cutoff valves. Sewer lines shall be removed to the main line or to a depth well below the elevation of the proposed construction, and the remaining opening shall be closed with a masonry plug equal to the diameter of the pipe.  Buildings shall be removed and/or demolished in conformity with the best practices of the trade and in compliance with all ordinances and regulations pertaining to such work.  The contractor shall proceed to remove improvements on a street-by-street basis in an orderly fashion. Once removal activities have begun on an improvement, the debris must be promptly removed and all other contract specifications completely finished within a reasonable time at the discretion of the Right of Way Supervisor.  The contractor shall *(at his own expense and in a manner satisfactory to the Cabinet)* sprinkle water on the debris as the work is being accomplished to eliminate dust from invading the surrounding neighborhood.  The contractor shall keep sidewalks and streets clean and *(if necessary)* repaired so as to not become a hazard to the public.  Walks, driveways, and paved areas shall be removed to the limits of the property lines or to the pavement edges of roads, streets or alleys.  Cisterns, cesspools, septic tanks and similar installations shall be emptied and the walls removed and/or broken up to a depth sufficient for proper filling as specified below, except when provided in the proposal for complete removal. Cesspools, septic tanks and similar installations are to be pumped by a licensed septic tank service prior to removal and documented by the submission of a paid receipt from the service that performed the pumping. **(NOTE: failure to submit paid receipt referenced herein will result in a penalty of $200.00 per occurrence)** The cost of pumping shall be considered and included in the contract price.  Basements shall be cleared of all debris, appliances, partition walls, wooden floors, and other items. Concrete basement floors, basement walls and foundation walls shall be completely removed.  All open basements and other holes resulting from the removal of existing buildings, septic tanks, cisterns, or other structures *(after being cleared to a shovel clean condition)* shall be filled with stone, sand, or suitable earth compacted in layers to obtain a suitable field density unless otherwise specified in the description of parcels. No direct payment will be allowed for this work.  Prior to filling all open basements and other holes resulting from the removal of existing buildings, septic tanks, cisterns, or other structures, the contractor shall notify the District Right of Way Office of the time he will begin to fill the hole(s). This notice shall be at least twenty-four *(24)* hours in advance to allow the Right of Way Office to have an inspector present prior to and during the work. Basements and other open holes resulting from the removal of existing buildings, septic tanks, cisterns, or other structures shall not be filled on weekends, or holidays without special advance authorization.  Failure to notify the District Right of Way Office prior to filling any basement or open hole may result in the contractor being required to remove all material from the hole for an inspection of the material used. This removal and refilling shall be at the expense of the contractor. All sites need to be graded to existing ground level unless otherwise specified in the description of parcels. | | | | | |
| **STRUCTURES**  If structures are moved on, over, or across public right-of-way as part of this contract, vendor shall complete a House Moving Application (TC 95-310) and submit said application to Kentucky Transportation Cabinet, Department of Vehicle Regulations, Division of Motor Carriers. Structures shall not be moved until such time the House Moving Application is approved and a permit issued by the Cabinet. Vendor shall submit a copy of the approved permit to the District Property Management Agent for each house moved as part of this contract. **(NOTE: Failure to provide said permit(s) will result in a $250.00 penalty per occurrence.)** | | | | | |
| **DRILLED OR DUG WATER WELLS AND MONITORING WELLS SHALL NOT BE FILLED -** It shall be the responsibility of the contractor to see that no debris or foreign material falls into any water well or monitoring well during the removal of buildings or other items, and each well must be temporarily covered. No direct payment will be allowed for this work. | | | | | |
| CLEANUP-The contractor shall at all times keep the project premises and surrounding area free from the accumulation of waste materials or rubbish caused by his operations in connection with the project. Upon completion of the work, and prior to final inspection and acceptance, the contractor shall remove all remaining waste materials, rubbish, contractor’s construction equipment, tools, machinery and surplus materials and leave the project (including but not limited to glass, hardware, fixtures, masonry, tile and marble) in a clean and usable condition satisfactory to the owner. If the contractor fails to clean up as provided in the contract documents, the owner may perform the cleaning tasks and charge the cost to the contractor. | | | | | |
| **SEEDING REQUIREMENTS FOR ALL DISTURBED AREAS**  All areas that are disturbed as a result of the removal of the improvements and filling of basements or other open holes, to include borrow pits, upon completion of work shall be leveled and/or graded and have fertilizer, lime, grass seed and mulch applied as per the following rates:   1. Fertlizer (10-20-20) 40 lbs. per 800 sq. ft. 2. Lime – 50 lbs per 800 sq. ft. 3. KY 31 Grass Seed – 10 lbs. per 800 sq. ft. 4. Mulch – Sufficient straw to give 3 inch loose depth coverage, (secured by netting, terrain and other factors will be required.) | | | | | |
| SAFETY OF PERSONS AND PROPERTY The contractor shall continuously maintain adequate protection of all work from damage and shall protect the owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the specifications or caused by agents or employees of the owner. The contractor shall adequately protect adjacent property as provided by law and the contract.  The contractor shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. | | | | | |
| **PENALTIES**  If penalties are assessed as a result of the contractor’s failure to perform to the specifications of this contract, penalties shall be deducted from the amount of the contract. If penalties exceed the amount of the contract the vendor shall be required to reimburse Cabinet for all penalties incurred. Vendor shall be responsible for any penalties incurred by Sub-contractors providing services for vendor. If outstanding penalties are owed by the vendor, future bids of vendor shall be rejected as non-responsible until such times all penalties are paid in full. | | | | | |
| INDEMNIFICATION The contractor shall indemnify and hold the owner harmless from any and all claims, liability, damage, loss cost and expense of every type whatsoever including, without limitation, attorneys’ fees and expenses, in connection with the contractor’s performance of this contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the work itself), including loss of use resulting there from, to the extent caused by the contractor, or anyone for whose acts the contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the owner. | | | | | |
| **EVALUATION**  The vendor’s performance will be evaluated by the District Property Management Agent throughout the term of this contract. If it is determined the vendor’s performance failed to meet the specifications required in this contract, the vendor will be provided a copy of the evaluation, and given opportunity to provide a written response. Past performance on an evaluation may be considered during an evaluation of future bids. | | | | | |