



**TRANSPORTATION CABINET**

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

**Steven L. Beshear**  
Governor

**Michael W. Hancock, P.E.**  
Secretary

May 14, 2012

CALL NO. 306  
CONTRACT ID NO. 122808  
ADDENDUM # 1

Subject: Marion, Taylor & Green Counties, FE01 121 DW12 0000001  
Letting May 18, 2012

- (1) Revised - Notes - Pages 11-18 of 63
- (2) Deleted - Page 19 of 63

Proposal revisions are available at <http://transportation.ky.gov/Construction-Procurement/>.

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

Sincerely,

A handwritten signature in blue ink that reads "Ryan Griffith".

Ryan Griffith  
Director  
Division of Construction Procurement

RG:ks  
Enclosures



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

Contract for the removal of trees, brush, and limbs from the rights-of-ways along various routes in Green, Marion, and Taylor Counties of the Department of Highways District 4 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 2008 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 2008 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 2008 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 thirty (30) feet horizontally from the centerline 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 pavement centerline is thirty (30) 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 2008 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 regulate 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 2008 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 centerline of the highway. An area is considered from centerline of the roadway to the specified offset, which is measured from the centerline of 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 4 Resident Engineers Office  
634 E. Dixie Highway  
P.O. Box 309  
Elizabethtown, KY 42701  
Steve Hall, Branch Manager Engineering Support  
(270) 766-5066  
or  
Bennie Warren, Roadside Environmental District Administrator  
(270) 723-6697

**Prospective bidders are encouraged to contact the KYTC District 4 Roadside Environment District Administrator, Bennie Warren, 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.**