

# CONTRACT DOCUMENTS

FOR

## TEN MILE ROAD FLOOD REPAIR

**March 1<sup>st</sup>, 2017**

**SPENCER COUNTY FISCAL COURT  
12 W MAIN STREET  
P.O. BOX 397  
TAYLORSVILLE, KENTUCKY 40071**

### **Project Description:**

The scope of the work is for the repair of Ten Mile Road beginning at approximately 0.24 miles North of KY 248, extending north approximately 130 feet, to include excavation, slope stabilization, retaining wall, fill, and paving.

SPENCER



*Kentucky*

Civil Engineers

Qk4

1046 East Chestnut Street  
Louisville, Kentucky 40204

***INVITATION TO BID***

**SPENCER COUNTY FISCAL COURT  
12 W MAIN STREET  
P.O. BOX 397  
TAYLORSVILLE, KENTUCKY 40071**

Spencer County Fiscal Court will receive sealed bids from qualified contractors for the furnishing of all labor, materials and the performance of all work required for the repair of Ten Mile Road beginning at approximately 0.24 miles North of KY 228, extending north approximately 130 feet, to include excavation, slope stabilization, retaining wall, fill, and pavement restoration. In order to be considered for qualification by Spencer County Fiscal Court, Contractors and Subcontractors must provide work history on similar projects, including contact information for verification of past performance upon request. This project will require that a bond be posted for the work.

You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Sealed bids will be received until **2:00 PM Eastern Standard Time, March 29<sup>th</sup>, 2017** at Spencer County Judge Executive office located at 12 W Main, Taylorsville KY, Attention: Karen Clark, Assistant Judge Executive. The bids will be publicly opened and read aloud at the Spencer County Fiscal Court Building, 28 E Main, Taylorsville KY at approximately **2:15 PM Eastern Standard Time, March 29<sup>th</sup>, 2017**. Bidder shall send or drop-off the sealed bid at this location prior to the designated time for receipt of bids. **NO BIDS RECEIVED AFTER THIS TIME WILL BE CONSIDERED.** The Spencer County Fiscal Court cannot assume the responsibility for any delay as a result of failure of the US Postal Service or other delivery services to deliver bids on time. Facsimile bids are not acceptable. Envelopes containing bids must be clearly marked on the outside of the envelope that a bid is enclosed and the title of the bid/job. Bids mailed or delivered by courier shall be inserted into two envelopes, with the inner envelope containing the bid.

Bids may not be withdrawn for a period of 60 days after the designated time for receipt of bids.

Any questions during bidding shall be directed in writing to:

**SPENCER COUNTY FISCAL COURT  
12 W MAIN STREET  
P.O. BOX 397  
TAYLORSVILLE, KENTUCKY 40071**

A copy of the bid documents may be obtained by contractors at the offices of:

**SPENCER COUNTY FISCAL COURT  
12 W MAIN STREET  
P.O. BOX 397  
TAYLORSVILLE, KENTUCKY 40071**

Each proposal shall be accompanied by a certified check, cash or bidders bond, executed by the Bidder and Surety Company, IN THE SUM OF NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE BID PROPOSAL. The bid security is required as a guarantee that if the Proposal is accepted a Contract will be immediately entered into and the performance of it properly secured. The Bid Guaranty shall be issued by a Surety Company that has an AM Best Company rating of 'A-' or better. Upon award of Contract, a Performance and Payment Bond for 100% of the Bid. Amount shall be provided by successful contractor to the Spencer County Fiscal Court. Bonds covering the faithful performance of the contract and payment of all obligations arising hereunder shall be executed by a surety company authorized to do business in the state of Kentucky.

In the event the Bidder to whom the Contract is awarded fails to execute a satisfactory Contract and Performance and Payment Bonds, he shall be eliminated and shall forfeit his certified check, cash or Bid Bond and shall be liable for the loss occasioned by the Owner by such failure.

It is the intent of the Spencer County Fiscal Court to award the construction contracts by **April 3<sup>rd</sup>, 2017** and gives notice to proceed immediately.

Construction work shall be completed prior to **September 30<sup>th</sup>, 2017**.

Bidding Requirements and Conditions and Award and Execution of the contract shall be in accordance with the Kentucky Standard Specifications for Road and Bridge Construction, 2012 edition, and all updates herein.

Bid Evaluation shall be based upon the following:

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

**Lowest Responsive Bid**

**100%**

Bid submittals will be reviewed by the Spencer County Judge Executive, the Spencer County Road Foremen, and the Court's Consulting Engineer to verify all requirements set forth herein have been met to ensure bidder is responsive. Bid submittals deemed non-responsive will be ineligible from further consideration and returned to the contractor.

The Contractor shall indemnify, hold harmless, and defend the Spencer County Fiscal Court, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Spencer County Fiscal Court or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

## **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 pre-qualification 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.

## **1.1 SCOPE OF WORK**

The scope of the work is:

- Repair asphalt road surface with rail and cribbing.
- Remove and replace damaged retaining wall in kind and repair armored embankment while addressing nearby sinkhole.

The work shall include restoration of the roadway pavement. The location is Ten Mile Road beginning at approximately 0.24 miles North of KY 228, extending north approximately 130 feet.

## **1.2 GENERAL NOTES**

### **PROCEDURES**

The Spencer County Fiscal Court will carry out the project in accordance with the applicable federal and state laws and associated regulations identified in the KYTC LPA Guide January 31, 2012. This includes but is not limited to:

- 23 UCS 106 (c) (2)
- 23 USC 109 (o)
- 23USC 112
- 23 CFR 1.11
- 23 CFR 635 (for NHS routes only)
- KRS 177.280
- 49 CFR 18 and 19
- KRS 45A

## **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 Workman's Compensation Board. The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

#### **1.2.1 WORK LIMITS**

All work shall be performed within existing and proposed rights of way unless otherwise indicated on the plans.

#### **1.2.2 STORAGE AREAS**

A secure storage area shall be designated adjacent to the work area or at an off-site location. Construction vehicles shall be removed from work site at the end of each work day. Vehicles shall be stored in designed storage area. Construction employee parking will not be permitted in work areas.

#### **1.2.3 CLEANING**

Removal of construction debris and cleaning shall be done as the work progresses. Site shall be cleaned at the end of each work day.

#### **1.2.4 SPECIFICATIONS**

All work shall conform fully with Kentucky Standard Specifications for Road and Bridge Construction, 2012 edition with approved addendums contained herein and KYTC Standard Drawings, latest edition.

#### **1.2.5 ASPHALT MIXTURE**

Compaction of all asphalt mixtures for the project shall be in accordance with Option B as prescribed in the Kentucky Standard Specifications for Road and Bridge Construction, 2012 edition.

### **1.3 KYTC STANDARD DRAWINGS APPLICABLE TO PROJECT**

**RDX-210-02 TEMPORARY SILT FENCE**  
**RDX-230 SILT TRAP TYPE C**

### **1.4 SPECIAL NOTES APPLICABLE TO PROJECT**

The following Special Notes apply to this project. See Appendix A.

**SPECIAL NOTE FOR SCOPE OF WORK**  
**SPECIAL NOTE FOR EROSION AND SEDIMENT CONTROL & RESTORATION**

#### **1.4.1 SPECIAL NOTES FOR UTILITY CONSTRUCTION**

Please be advised that the project has been designed to minimize any potential conflicts to utilities. The Spencer County Fiscal Court makes no guarantees regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. If conflicts do arise, it is the responsibility of the contractor to verify the location of the existing utilities and to arrive at appropriate resolutions with the Engineer. The Spencer County Fiscal Court maintains the right to remove or alter portions of this contract if a utility conflict occurs.

#### **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 UTILITIES BEFORE YOU DIG**

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

#### **COORDINATION WITH UTILITY FACILITY OWNERS**

The Roadway Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Roadway Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities. Where conflicts with utility facilities are unavoidable the Roadway Contractor will coordinate any necessary relocation work with the facility owner.

### **1.5 SPECIFIED COMPLETION DATE**

The completion date established for this contract is **September 30<sup>th</sup>, 2017**

## 1.6 TRAFFIC CONTROL PLAN

A minimum of 1-11 FT lane with must be maintained at all times. Excavation limits shall be backfilled or covered with steel plates of sufficient design to support vehicular traffic. Except as provided herein, traffic shall be maintained in accordance with the current Standard Specifications and the Standard Drawings, current editions. All items of work necessary to maintain and control vehicular and pedestrian traffic shall be included in the bid item Maintain and Control Traffic submitted for the project. As per Section 108 of the KYTC Standard Specifications, the contractor will be required to submit a project schedule, including a written narrative and activity bar chart, as part of a **Detailed Schedule of Operations** for the project. The Detailed Schedule of Operations will clearly present when and where work is to be performed and shall be updated as changes occur, as approved by the Spencer County Fiscal Court.

At discretion of the Spencer County Fiscal Court, additional days and hours may be specified when lane closures or working hours may not be allowed.

## 2.1 ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS:

### 2.1.1 UNIT BID PRICE

The contractor agrees to furnish all labor, materials, tools, equipment, utility and transportation services, insurance, bonds and everything necessary to perform and complete, in a workmanlike manner, the construction of the proposed project improvements in accordance with the plans, specifications, and/or special notes prepared and the requirements of the Contract Documents, at the Unit Bid Prices stated in the following schedule:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>GENERAL SUMMARY</b>				
1	ROADWAY EXCAVATION	345.47	CY		
2	RAIL PILING	665	LF		
3	CRIBBING	1,300	SF		
4	GEOTEXTILE FABRIC TY IV	144.44	SY		
5	GRANULAR BACKFILL	235.93	CY		
6	EMBANKMENT IN PLACE	101.11	CY		
7	CL2 ASPH BASE 0.75D PG64-22	23.76	TON		
8	CL2 ASPH SURF 0.38D PG64-22	11.15	TON		
9	MAINTAIN & CONTROL TRAFFIC	1	LS		
10	ROADWAY EXCAVATION-SPECIAL	361.11	CY		
11	RETAINING WALL – 2FT WIDE	260	SF		
12	BACKFILL FOR RETAINING WALL	216.67	CY		
13	EROSION CONTROL AND PERMANENT SEEDING	1	LS		
14	MOBILIZATION	1	LS		
15	DEMOBILIZATION	1	LS		

### 2.1.2 PROPOSAL ADDENDA

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Spencer County Fiscal Court. Failure to use the correct and most recent addenda may result in the bid being rejected.

### 2.1.3 EXTRA WORK

Bidder agrees to do any and all extra work, which may be authorized by the Owner and to accept as full compensation therefore such prices as are determined.

### 2.1.4 SIGN CONTRACT

Bidder agrees to execute the Agreement and furnish the Performance Bond, Labor and Material Payment Bond, Unemployment Compensation Bond and Certificates of Insurance within ten (10) days after notice of the award of the Contract, and to execute and furnish all other documents required by the Contract Documents to be executed and furnished.

### 2.1.5 SUBCONTRACTOR LISTING

Bidder agrees to employ the following listed subcontractors for the following enumerated



classes of work (if subcontractor will perform the listed work) and not to alter or add to such list without written consent of the Owner. If Contractor will perform the work, list as “Self Perform.”

1. Demolition\Grade Work
2. Drainage Work
3. Asphalt Work
4. Maintenance of Traffic

#### **2.1.6 LIQUIDATED DAMAGES**

In accordance with Subsection 108.09 of the Standard Specifications, the Spencer County Fiscal Court will assess liquidated damages in the amount of \$200/day for failure to complete the required work items within the specified completion date of September 30<sup>th</sup>, 2017.

#### **2.1.7 KENTUCKY DIVISION OF WATER PERMITS**

The contractor shall be responsible for obtaining all KPDES permits with the KY Division of Water. This includes but is not limited to the filing of the Notice of Intent prior to beginning construction and the Notice of Termination upon completion and formal acceptance of the project. See “Special Note for Erosion Prevention and Sediment Control & Restoration”.

**AGREEMENT FORM**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2017, by and between the Spencer County Fiscal Court, party of the first part, hereinafter called the Owner, and \_\_\_\_\_ hereinafter called the Contractor, party of the second part.

WITNESSETH that in consideration of the covenants of agreements hereinafter mentioned, to be performed by the parties hereunto and of the payments herein agreed to be made, it is mutually agreed as follows: Contractor shall furnish all materials, superintendence, labor, equipment, transportation, and shall execute, construct and finish, in an expeditious, substantial and workman like manner to the satisfaction and acceptance of the Owner, the construction of the **Ten Mile Road Project** and on which he has proposed a price. The above referred work shall be executed from materials furnished in accordance with the Contract Documents.

The Contract Documents form the Contract between the Owner and the Contractor and all are as fully a part of the Contract as if attached to the Agreement or repeated herein.

The work covered by this Contract shall be commenced not later than ten (10) days from the date Notice to Proceed is given by the Owner and completed by **September 30<sup>th</sup>, 2017**. And in consideration of the conclusion of the work described herein and the fulfillment of all stipulations of this Agreement to the satisfaction and acceptance of the Owner, said Owner shall pay or cause to be paid to the Contractor, based on the prices named on the Bid Proposal and shall be a lump sum of \_\_\_\_\_ (in writing) and \_\_\_\_\_(in figures).

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals. Dated the day and year first herein written.

OWNER

BY

\_\_\_\_\_  
\_\_\_\_\_

Witness to Signature of  
Party of the First Part

Party of the First Part

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

Witness to Signature of  
Party of the Second Part

BY

\_\_\_\_\_  
\_\_\_\_\_

Party of the Second Part

### 3.1 Statement of Incomplete Work

All active prime contracts must be reported. This includes prime contracts with KYTC, KYTC Division of Purchases and any other public and private owners. If involved in any joint-ventures, the names of all joint venturers must be shown when reporting these contracts.

The Statement of Incomplete Work is:

Contract With	Project Identification	Prime Contract Amount	Earnings Through Last Estimate	Total Amount

Total \_\_\_\_\_

### **3.2 Provisions Relative to KRS 45A.485**

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

**3.3 NON-COLLUSION CERTIFICATION**

COMMONWEALTH OF KENTUCKY

COUNTY                  SPENCER

PROJECT NAME        TEN MILE ROAD FLOOD REPAIR

I, \_\_\_\_\_, \_\_\_\_\_,  
          (Name of officer signing certification)                                      (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

KYTC PSE Branch  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**3.4 CERTIFICATION OF ORGANIZATION(S)**

COMMONWEALTH OF KENTUCKY

COUNTY: SPENCER

PROJECT NAME: TEN MILE ROAD FLOOD REPAIR

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name of Officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

KYTC PSE Branch

(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**3.5 CERTIFICATION OF PERFORMANCE**

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The \_\_\_\_\_, hereby certifies that he \_\_\_\_\_ participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

KYTC PSE Branch  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

\_\_\_\_\_  
(Name of Officer or Authorized Agent)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

Date:

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts with are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

### 3.6

#### **REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

PAGE 1 OF 2

##### **FOR BIDS AND CONTRACTS IN GENERAL:**

Each bidder or offeror swears and affirms under penalty of perjury, that:

In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.

The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

##### **FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

Each contractor further swears and affirms under penalty of perjury, that:

In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.



**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

**PAGE 2 OF 2**

In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature	Printed Name
Title	Date

# Appendix A

## SPECIAL NOTES

**SPECIAL NOTE FOR EROSION PREVENTION AND  
SEDIMENT CONTROL & RESTORATION  
TEN MILE ROAD FLOOD REPAIR  
SPENCER COUNTY FISCAL COURT**

The Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2012 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2012 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices" as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

The contractor shall include the cost for all labor, equipment, materials, and incidentals necessary to perform permanent seeding and restoration in this bid item. Restoration of all disturbed areas shall include the use of erosion control blanket to protect areas that have been seeded. All seeding shall have a 6 month warranty for performance.

**SPECIAL NOTE FOR SCOPE OF WORK  
TEN MILE ROAD FLOOD REPAIR  
SPENCER COUNTY FISCAL COURT**

The Contractor shall be responsible for performing the following items of work to the satisfaction of the Spencer County Fiscal Court or appointed representatives:

- Excavate an area measuring  $130\text{FT} \times 7\text{FT} \times 10\text{FT} = 9,100/27 = 337.04\text{CY}$
- Install 44 rail pilings at a length of 15FT each totaling 665LF
- Install  $130\text{FT} \times 10\text{FT} = 1,300\text{SF}$  of Cribbing - Top of Road to Bottom of Cribbing
- Install GeoTech Fabric in an area measuring  $1,300\text{SF}/9 = 144.44\text{SY}$
- Backfill an area measuring  $130\text{FT} \times 7\text{FT} \times 3\text{FT} = 2,730/27 = 101.11\text{CY}$
- Install Local Borrow/Subbase measuring  $337.04\text{CY}$  less  $101.11\text{CY}$  Granular Backfill =  $235.93\text{CY}$
- Sawcut pavement  $7\text{FT} + 130\text{FT} + 130\text{FT} = 267\text{LF}$
- Excavate asphalt roadway measuring  $130\text{FT} \times 7\text{FT} \times 0.25 = 227.5/27 = 8.43\text{CY}$
- Install Road Subbase measuring  $130\text{FT} \times 7\text{FT} \times 0.5\text{FT} = 455/27 = 16.85\text{CY} \times 1.41 = 23.76\text{T}$ . Replace asphalt surface measuring  $130\text{FT} \times 7\text{FT} \times 0.167\text{FT} = 151.97/27 = 5.63\text{CY} \times 1.98 = 11.15\text{T}$  Maintain and Traffic Control during permanent repairs

Additionally, the Bidder will repair the armored embankment by following good construction practices for addressing sinkholes within the Commonwealth of Kentucky by completing the following:

- Excavate retaining wall and subbase in an area measuring  $130\text{FT} \times 15\text{FT} \times 5\text{FT} = 9,750/27 = 361.11\text{CY}$  Backfill an area measuring  $130\text{FT} \times 15\text{FT} \times 3\text{FT} = 5,850/27 = 216.67\text{CY}$
- Install 2FT wide retaining wall measuring  $130\text{FT} \times 2\text{FT} = 260\text{SF}$