



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number: 1888

Revision: 0

Date: 01-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:

Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 09-SEP-09

Description

- 1 A price contract for a portion of Louisville Metro Government's need for the 2009 Road Improvements for a period of twelve (12) months, per the attached specifications.

No Pre-Bid.

DELIVERY TIME: _____

(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Flynn Brothers Contracting, Inc.

OFFICIAL'S SIGNATURE: _____

ADDRESS: 1213 Outer Loop
Louisville, KY 40219

PHONE: 502-364-9100

DATE: 09/09/09



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Bid#: 1888

Standard Text

All bidders are required to furnish a Bid Bond in an amount of not less than five percent (5%) of their base bid. This may be in the form of a Bid Bond, Certified Check or Cashier's Check. No personal checks will be accepted. The Bid Bond shall be supplied at the time of the bid opening. The successful bidder will be required to furnish a Performance and a Labor & Materials Payment Bond in the amount of \$500,000.

All work to be performed in a neat and workmanlike manner conforming to all existing codes governing same and be approved by the Louisville/Jefferson County Metro Government. SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND TWO BOUND COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.



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Bid#: 1888

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.
If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-363-1646.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

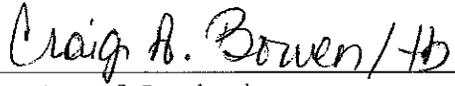
In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE


Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Flynn Brothers Contracting, Inc.

Company Name


Director of Purchasing

Contract Term:
Effective: 10/8/09
Expires: 10/7/10

Items Covered:
All: Bid 1888
See Attached: ✓

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

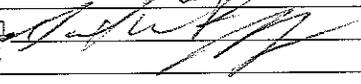
In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Flynn Brothers Contracting, Inc.
Authorized Official(Print) David W. Flaughner
Signature of Authorized Official 
Title Vice President
Date 09/09/09

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

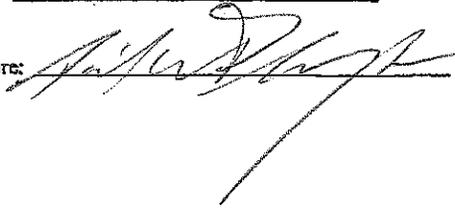
.....
Company: Flynn Brothers Contracting, Inc.

Address: Street 1213 Outer Loop

City Louisville County Jefferson State KY Zip 40219

Revenue Commission Number: [REDACTED]

Official: David W. Flaucher

Signature:  Date: 09/09/09

Ordinance No. 43, Series 2004

The above referenced Ordinance applies to this bid/proposal. This Ordinance provides for a preference to all qualified bidders with Apprenticeship Programs. A bidder that qualifies for this preference will have their bid price reduced by 3% or have 3 points added to their total for the best evaluated bid. To qualify for this preference a bidder must meet the following criteria:

- At least 15% of the total labor hours on the project must be performed by apprentices in a qualified apprenticeship program. To become qualified for the preference a bidder must sign in the space below to certify that this criteria will be met.
- A bidder shall provide with their bid a certified copy of the registered apprenticeship program as sworn to by a notary public and the number of apprentices enrolled in the program at the time of the submission to become qualified for the preference.

A qualified bidder who is awarded the contract to do the project shall maintain payroll records pertaining to such project for inspection by Metro Government. These records must be maintained for at least 6 months after the completion of the project.

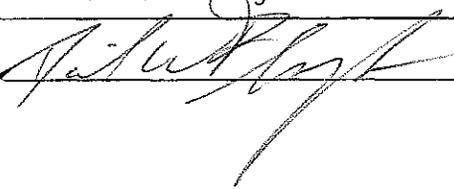
If any qualified bidder is deemed to have an apprenticeship program by the Metro Government on the basis of false information, then the qualified bidder will be subjected to a fine equal to 25% of the total contract price.

This preference may be added to the preference a vendor receives for Local Vendor Preference.

If you have any questions on this ordinance or would like a copy of the ordinance contact the Purchasing Department at (502) 574-5796.

Company: Flynn Brothers Contracting, Inc.

Official: David W. Flaugher

Signature:  Date: 09/09/09

Louisville

HUMAN RELATIONS COMMISSION

Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBES"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD



Louisville Jefferson County
Metro Government

Public Works and Assets

BID #1888

2009 LOUISVILLE METRO ROAD IMPROVEMENTS

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SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.1 INVITATION: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **2009 LOUISVILLE METRO ROAD IMPROVEMENTS**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding (CSB). Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM, September 9, 2009, 611 West Jefferson Street - Mezzanine Level, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on Wednesday, September 9, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bid shall be directed to:

Andrew Metcalfe, EIT
444 S. 5th Street Suite 400
Louisville, KY 40202
Email: Andrew.Metcalfe@louisvilleky.gov
Phone: 574-6789

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this CSB. Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.2 **BID OPENING:** Sealed bids will be accepted in accordance with the instructions detailed in section 1.1. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

Louisville Metro Public Works and Assets, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with the following may result in a bid not being considered responsive and thus not eligible to be considered for award:

IRREGULAR BID PROPOSALS – Metro Public Works will consider Bid Proposals irregular and will reject them when the bidder either:

- A. Omits both a unit price for any pay item and an amount for the entire quantity of the same pay item, except when the Bid Proposal allows a choice of authorized pay items; or
- B. Submits zero as a unit price for any pay item or as an amount for the entire quantity of the same pay item except when the Bid Proposal form allows a choice of authorized pay items; or
- C. Submits unauthorized additions, conditional, or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.

BID PROPOSAL GUARANTY – Metro Public Works will reject and will not read any Bid Proposal that is not accompanied by a guaranty in the form of a cashier's check, certified check, or bid bond and in an amount no less than the amount indicated on the Bid Proposal form. Make the cashier's check, certified check, or bid bond payable to Louisville Metro Government.

DISQUALIFICATION OF BIDDERS – Metro Public works may consider any of the following reasons sufficient for the disqualification of a bidder and the rejection of the bidder's Bid Proposal(s):

- A. More than one Bid Proposal for the same work submitted by an individual, firm, or corporation under the same or different name;
- B. Evidence of collusion among bidders. Metro Public Works will not recognize participants in such collusion as bidders for any future Metro Public Works work until Metro Public works reinstates such participant as a qualified bidder. Collusive bidding is a violation of the law and may result in criminal prosecution, civil damage actions, and State and federal administrative sanctions.

1.3 **PUBLIC WORKS ACT**

- A. **Wage and Hour Acts.** In performing the work, the Contractor and Subcontractors are required to comply with the wage and hour requirements prescribed by KRS 337.505- 337.550.
- B. **Payment.** The Contractor and Subcontractor shall pay all laborers, workmen and mechanics performing work under this contract not less than the wages set forth in the prevailing wage schedule, incorporated as part of the Bid and Contract Documents, as determined by the Kentucky Department of Labor in accordance with provisions of KRS 337.505 through KRS 337.550. The designated wage rates represent minimum allowable rates of pay and shall not be construed to mean that higher rates may not have to be paid in order to secure labor. Thus, differences between designated wage rates and actual wage rates shall not be an appropriate basis for adjustment of the contract sum.

C. Prevailing Wage Rates. The current version of the applicable prevailing wage rates have been issued with this Bid Document. The prevailing wage rates, set forth in the wage determination, are determined by the Kentucky Department of Labor in accordance with provisions contained in KRS 337.505 through KRS 337.550. Any Contractor or Subcontractor found to be in violation of any provisions of KRS 337.505 to 337.550 by the Commissioner of the Department of Labor and upon notification to the Vice President for Administrative Services Fiscal Affairs and the Secretary of the Finance and Administration Cabinet, the Secretary of the Finance and Administration Cabinet shall declare the offending Contractor ineligible to bid on public works until such time the Contractor is in substantial compliance as determined by the Commissioner of Labor.

1.4 CIVIL RIGHTS ACT OF 1964

Louisville Metro Public Works, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

1.5 NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION II

SCHEDULE OF PAY ITEMS

The following unit prices are based on estimated quantities. Final payment quantities shall be based on actual in-place quantities.

	<u>SAMPLE QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>ITEM 1</u>				
ASPHALT PAVEMENT SURFACE (OVER 1200 S.Y. PER LOCATION)	250,000	S.Y.	@ <u>4.43</u> =	<u>1,107,500.00</u>
(0-1200 S.Y. PER LOCATION)	1,000	S.Y.	@ <u>4.43</u> =	<u>4,430.00</u>
<u>ITEM 2</u>				
ASPHALT TEXTURING AND MILLING	250,000	S.Y.	@ <u>.01</u> =	<u>2,500.00</u>
<u>ITEM 3</u>				
ADJUSTING MANHOLE/ DRAINAGE STRUCTURE	100	EACH	@ <u>275.00</u> =	<u>27,500.00</u>
<u>ITEM 4</u>				
EDGE KEY (INCLUDING C.B. OR M.H.)	5,000	L.F.	@ <u>2.00</u> =	<u>10,000.00</u>
<u>ITEM 5</u>				
ADJUST LWCO VALVE BOX	100	EACH	@ <u>50.00</u> =	<u>5,000.00</u>
<u>ITEM 6</u>				
PAVEMENT MARKINGS – 4” WIDE (PAINT) (CENTER, SKIP & EDGE LINES)	25,000	L.F.	@ <u>.16</u> =	<u>4,000.00</u>
<u>ITEM 7</u>				
PAVEMENT MARKINGS – 4” WIDE (CENTER, SKIP & EDGE LINES) (THERMOPLASTIC)	25,000	L.F.	@ <u>.40</u> =	<u>10,000.00</u>
<u>ITEM 8</u>				
PAVEMENT MARKINGS – 6” WIDE (THERMOPLASTIC)	6,000	L.F.	@ <u>1.85</u> =	<u>11,100.00</u>
<u>ITEM 9</u>				
PAVEMENT MARKINGS – 12” WIDE (THERMOPLASTIC)	1,000	L.F.	@ <u>3.00</u> =	<u>3,000.00</u>
<u>ITEM 10</u>				
PAVEMENT MARKINGS – “TURN ARROWS” (THERMOPLASTIC)	25	EACH	@ <u>55.00</u> =	<u>1,375.00</u>

PAGE SUBTOTAL 1,186,405.00

ITEM 11

PAVEMENT MARKINGS – DESIGNATE BIKE LANES “BIKE SYMBOL WITH DIRECTIONAL ARROW” FIGURE 9C-6 M.U.T.C.D. (THERMOPLASTIC)

25 EACH @ 50.00 = 1,250.00

ITEM 12

PAVEMENT MARKINGS – SHARE THE ROAD ARROWS (THERMOPLASTIC)

25 EACH @ 55.00 = 1,375.00

ITEM 13

PAVEMENT MARKINGS – BICYCLE DETECTOR MARKING FIGURE 9C-7 M.U.T.C.D. (THERMOPLASTIC)

25 EACH @ 160.00 = 4,000.00

ITEM 14

PAVEMENT MARKINGS – RAIL ROAD CROSSING (THERMOPLASTIC)

6 EACH @ 350.00 = 2,100.00

ITEM 15

HANDICAP CURB CUT RAMP

Type 1

-RAMP ONLY (cut in existing walk) 100
With rubberized detectable warning surface

EACH @ 600.00 = 60,000.00

-RAMP ONLY (cut in existing walk) 100
With concrete pavers warning surface

EACH @ 600.00 = 60,000.00

Type 2

-RAMP ONLY (cut in existing walk) 100
With rubberized detectable warning surface

EACH @ 600.00 = 60,000.00

-RAMP ONLY (cut in existing walk) 100
With concrete pavers warning surface

EACH @ 600.00 = 60,000.00

Type 3

-RAMP ONLY (cut in existing walk) 100
With rubberized detectable warning surface

EACH @ 1,000.00 = 100,000.00

-RAMP ONLY (cut in existing walk) 100
With concrete pavers warning surface

EACH @ 1,000.00 = 100,000.00

Type 4

-RAMP ONLY (cut in existing walk) 100
With rubberized detectable warning surface

EACH @ 1,200.00 = 120,000.00

-RAMP ONLY (cut in existing walk) 100
With concrete pavers warning surface

EACH @ 1,200.00 = 120,000.00

ITEM 16

CONCRETE SIDEWALK (5' wide with 4" of concrete over 4" of #57 rock)

100 S.Y. @ 39.45 = 3,945.00

ITEM 17

CONCRETE PAVEMENT

100 S.Y. @ 65.00 = 6,500.00

PAGE SUBTOTAL 699,170.00

<u>ITEM 18</u>		
BASE FAILURE RECONSTRUCTION		
OPTION (1)	100	S.Y. @ <u>90.00</u> = <u>9,000.00</u>
OPTION (2)	100	S.Y. @ <u>65.00</u> = <u>6,500.00</u>
<u>ITEM 19</u>		
REFLECTIVE RAISED PAVEMENT MARKERS		
	2,500	EACH @ <u>17.00</u> = <u>42,500.00</u>
<u>ITEM 20</u>		
CONCRETE HEADER CURB (6")		
	150	L.F. @ <u>23.60</u> = <u>3,540.00</u>
<u>ITEM 21</u>		
CONCRETE CURB AND GUTTER		
	150	L.F. @ <u>31.60</u> = <u>4,740.00</u>
<u>ITEM 22</u>		
SIMULATED LIMESTONE HEADER CURB		
	150	L.F. @ <u>37.50</u> = <u>5,625.00</u>
<u>ITEM 23</u>		
CONCRETE DRIVEWAY APRON (6")		
	150	S.Y. @ <u>54.60</u> = <u>8,190.00</u>
<u>ITEM 24</u>		
DRAINAGE BOXES		
CONCRETE CATCH BASIN	5	EACH @ <u>1,100.00</u> = <u>5,500.00</u>
YARD BOX	5	EACH @ <u>875.00</u> = <u>4,375.00</u>
<u>ITEM 25</u>		
EARTH EXCAVATION		
	500	C.Y. @ <u>35.29</u> = <u>17,645.00</u>
<u>ITEM 26</u>		
EMBANKMENT IN PLACE		
	500	C.Y. @ <u>15.00</u> = <u>7,500.00</u>
<u>ITEM 27</u>		
SILT CHECK		
	10	EACH @ <u>75.00</u> = <u>750.00</u>
<u>ITEM 28</u>		
SILT FENCE		
	200	L.F. @ <u>1.50</u> = <u>300.00</u>
<u>ITEM 29</u>		
STONE		
#57 STONE	1000	TON @ <u>14.25</u> = <u>14,250.00</u>
#3 STONE	1000	TON @ <u>11.75</u> = <u>11,750.00</u>
D.G.A.	1000	TON @ <u>11.75</u> = <u>11,750.00</u>
<u>ITEM 30</u>		
TOPSOIL		
	500	C.Y. @ <u>25.00</u> = <u>12,500.00</u>

PAGE SUBTOTAL 166,415.00

<u>ITEM 31</u>				
SEED AND STRAW PROTECTION	1000	S.Y.	@ <u>1.00</u>	= <u>1,000.00</u>
<u>ITEM 32</u>				
SOD	1000	S.Y.	@ <u>4.00</u>	= <u>4,000.00</u>
<u>ITEM 33</u>				
SAW-CUTTING	500	L.F.	@ <u>.50</u>	= <u>250.00</u>
<u>ITEM 34</u>				
PIPE: SDR 35 PVC	150	L.F.	@ <u>10.00</u>	= <u>1,500.00</u>
12" RCP	150	L.F.	@ <u>30.00</u>	= <u>4,500.00</u>
18" RCP	150	L.F.	@ <u>35.00</u>	= <u>5,250.00</u>
24" RCP	150	L.F.	@ <u>45.00</u>	= <u>6,750.00</u>
30" RCP	150	L.F.	@ <u>75.00</u>	= <u>11,250.00</u>
12" CMP	150	L.F.	@ <u>25.00</u>	= <u>3,750.00</u>
18" CMP	150	L.F.	@ <u>30.00</u>	= <u>4,500.00</u>
24" CMP	150	L.F.	@ <u>45.00</u>	= <u>6,750.00</u>
30" CMP	150	L.F.	@ <u>65.00</u>	= <u>9,750.00</u>
12" ADS	150	L.F.	@ <u>25.00</u>	= <u>3,750.00</u>
18" ADS	150	L.F.	@ <u>30.00</u>	= <u>4,500.00</u>
24" ADS	150	L.F.	@ <u>40.00</u>	= <u>6,000.00</u>
30" ADS	150	L.F.	@ <u>40.00</u>	= <u>6,000.00</u>
<u>ITEM 35</u>				
MOBILIZATION	1	L.S.	@ <u>6,500.00</u>	= <u>6,500.00</u>
<u>ITEM 36</u>				
BUS PADS	4	EACH	@ <u>11,500.00</u>	= <u>46,000.00</u>
<u>ITEM 37</u>				
SIGNAGE	45	S.F.	@ <u>15.00</u>	= <u>675.00</u>
<u>ITEM 38</u>				
TRAFFIC TREADLES (REMOVAL)	30	EACH	@ <u>0</u>	= <u>0</u>
<u>ITEM 39</u>				
HANDRAIL	1	L.F.	@ <u>100.00</u>	= <u>100.00</u>
<u>ITEM 40</u>				
SPEED HUMPS	25	EACH	@ <u>2,000.00</u>	= <u>50,000.00</u>

PAGE SUBTOTAL 182,775.00

<u>ITEM 41</u>			
FULL DEPTH RECLAMATION (FDR)	5000	S.Y.	@ <u>20.00</u> = <u>100,000.00</u>
<u>ITEM 42</u>			
PORTLAND CEMENT FOR FDR	25	TONS	@ <u>350.00</u> = <u>8,750.00</u>
<u>ITEM 43</u>			
ALLEY CLEANING	50	HOUR	@ <u>200.00</u> = <u>10,000.00</u>

²⁷
PAGE ~~26~~ SUBTOTAL 118,750.00

²³
PAGE ~~22~~ SUBTOTAL 1,186,405.00

²⁴
PAGE ~~23~~ SUBTOTAL 699,170.00

²⁵
PAGE ~~24~~ SUBTOTAL 166,415.00

²⁶
PAGE ~~25~~ SUBTOTAL 182,775.00

PROJECT TOTAL 2,353,515.00

SECTION III

GENERAL PROVISIONS

- 1.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 1.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.
- 1.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.
- 1.4 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.
- 1.5 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".
- 1.6 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.
- 1.7 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 1.8 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid. The Metro Government shall not use this information in determining award of a contract hereunder.
- 1.9 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 1.10 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.
- 1.11 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing

written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

1. Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
2. If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
3. A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - a. Failure to perform the contract according to its terms, conditions and specifications;
 - b. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - c. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - d. Failure to diligently advance the work under a contract for construction services;
 - e. The filing of a bankruptcy petition by or against the contractor; or
 - f. Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 1.12 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 1.13 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 1.14 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.

- 1.15 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 1.16 **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

SECTION IV

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, 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 therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government 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.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division).** *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:
 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. **MISCELLANEOUS**

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:
 1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government
Finance Department, Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION V

GENERAL SPECIFICATIONS

PART 1. GENERAL

1.1 DESCRIPTION

This work shall consist of improving the profile, cross-section, and surface texture of an existing roadway (asphaltic concrete) and shall include all labor, materials, equipment, and incidentals necessary to complete the work, including clean-up and disposal of all resultant cuttings. All sidewalk ramps abutting the approved list of roads will be required to be upgraded to meet ADA standards. Below is the list of roads to be resurfaced.

Road	From	To
Garland Ave	S. 7th St	S. 8th St
Garland Ave	S. 5th St	S. 6th St
Mile of Sunshine Dr	Shepherdsville Rd	Dead End
Ralph Ave	Janelle Dr	Campground Rd
N. 24th St	Bank St	Portland Ave
St. James Ct	W. Magnolia Ave	W Hill St
Browns Ln	I-264	Bowling Blvd
Higland Ave / Dudley Ave	Baxter Ave	Dead End
Old Cannons Ln	Cannons Ln	Five Oaks Place
Packard Ave	908 Packard	Delore Ave
Six Mile Ln	Taylorville Rd	Stony Brook
Six Mile Ln	8420 Six Mile Ln	Breckenridge Ln
La Vel Ln	Axbridge Rd	Landcross Dr
Landcross Dr	Cul-de-sac	Cul-de-sac
Holsclaw Hill Rd	11504 Holsclaw Hill	Mitchell Hill Rd
Lower River Rd	Johnsontown Rd	Cul-de-sac
Brownsboro Rd	US 42	Seminary Dr
Hitt Ln	Ballardsville Rd	Oldham Co. Line
Old LaGrange Rd	Westport Rd	Lucas
Flatrock Rd	Shelbyville Rd	Golf Course Entrance
Elam Dr	Norton Ave	Norton Ave
Elam Ct	Elam Dr	Loretta St
Deshler Dr	Norton Ave	Loretta St
Windsor Forest Dr	Arnoldtown Rd	Lakeridge Dr (2nd)
Lowe Rd	Browns Ln	Taylorville Rd

1.2 QUALITY ASSURANCE

- A. ALL CONTRACTORS AND SUB-CONTRACTORS MUST BE PREQUALIFIED WITH THE KENTUCKY TRANSPORTATION CABINET.
- B. All work is to be in accordance with the current editions of the Louisville-Jefferson County Metro Government Standard Drawings, KYTC Standard Specifications for Road and Bridge Construction, Supplemental Specifications, KYTC Standard Drawings, MSD Specifications, Louisville Water Company Standard Specifications, Louisville Water company Service Rules and Regulations and Standard Drawings, and the Manual on Uniform Traffic Control Devices; unless otherwise specified in the Contract Documents. Where any conflicts exist between Division 100 of the Standard Specifications concerning contract administration and metro government procedures, Division 100 of the standard specifications shall apply.

1.3 CONSTRUCTION METHODS

- A. Construction methods for this work shall comply with the current Kentucky Standard Specifications except where modified herein. All signs and marking will be in accordance with the current Manual on Uniform Traffic Control Devices, as practical in an urban setting.
- B. All silt control should be in place prior to construction and meet the standards set forth by the Metropolitan Sewer District (MSD).
- C. All work should take place inside of the existing right-of-way. Public Works will not be responsible for any work the contractor may engage in outside of the specified limits.
- D. All required ramp and sidewalk repairs adjacent to the roadway shall be completed prior to applying the tack coat.
- E. A Notice to Proceed from the Engineer, with specific job requirements for each road, will be given before work will be allowed to begin.

1.4 UTILITY COORDINATION

- A. Prior to beginning work on the project, the Contractor shall notify all utility companies and the Fire and Police Departments of anticipated scheduling for work. It is the Contractor's responsibility to ensure that the utility companies raise any necessary valve covers, meter covers, etc. The following persons shall be notified:

Louisville Water Company
Phone: 569-3600

Louisville Gas and Electric Company
Phone: 627-3061

Bell South
Phone: 423-6098

Metropolitan Sewer District
Rick Watkins
Phone: 540-6000

AT&T
Phone: 561-3858

Louisville Fire Department
Phone: 587-3731

Louisville Police Department
Phone: 581-3450

Western Union Tele. Co.
Phone: (404) 653-3266

1.5 EQUIPMENT STORAGE

- A. If approved by the Engineer in writing, permits for on-street overnight parking of the Contractor's equipment may be issued providing such equipment, including barricades, cones, and any other safety devices, will be entirely contained within one traffic lane. Otherwise, during non-working hours of each day, all equipment and signing devices required during the working hours shall be placed off the right-of-way. Personal vehicles will not be permitted to park within the right-of-way except in specific areas designated by the Engineer.

1.6 SITE CONDITIONS

- A. The Contractor shall visit each road and the area(s) designated for sidewalk repairs issued by Public Works and note any variations from Public Works' estimate due to: necessary additional work to insure smooth transitions of the walk; deteriorated curb abutting the sidewalk which is to be replaced; addition of handicap ramps at intersections; and, removal of stumps or roots, etc.. Public Works will respond to the Contractor's request for approval within seven (7) days of receipt. A memo will be prepared with recommended corrections to document all needed measures. The sidewalks that are listed above may be expanded by Public Works at the time of construction. All changes to be approved in writing by Public Works prior to construction.
- B. Prior to starting of milling, the Contractor shall prepare scaled drawings showing the locations of existing centerlines, turning lanes and lane markings and submit to the Engineer before existing markings are obliterated.
- C. Differing site conditions.
 - 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 - 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
 - 3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
 - 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

1.7 TRAFFIC CONTROL

- A. Twenty-four (24) hours before any part of the work is started, the Contractor shall post "NO STOPPING" signs as required by the Department of Public Works and remove the same as soon as work is completed and open for use by the public. The Contractor is required to keep record of Time & Date of the streets posted with the signs and notify the Department of Public Works 24 hours in advance of posting these signs.

- B. Except as provided herein, traffic shall be maintained in accordance with the current edition of the KYTC Standard Specifications and current Manual on Uniform Traffic Control Devices. All traffic control including, but not limited to Signage, Arrow Boards, and Dedicated flaggers will be considered incidental to the project. Do not leave lane closures in place during non-working hours, unless prior approval has been made by the engineer. Construction on major thoroughfares should be minimized during the hours of 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. as to limit the number of lane closures to aid traffic flow.

1.8 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

- A. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- B. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- D. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

1.9 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

- A. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- D. The term "significant change" shall be construed to apply only to the following circumstances:
 - 1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; OR
 - 2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

1.10 INSPECTION

- A. Metro retains the right to perform volumetric and density core testing of asphalt mixtures at each job site. For acceptable performance ranges, refer to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. Materials not meeting required standards will be replaced at no additional cost.
- B. Metro retains the right to perform slump, air content and strength testing of concrete mixtures at each job site. For acceptable performance ranges, refer to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. Materials not meeting required standards will be replaced at no additional cost.
- C. NOTICE OF DEFECT TIME - The contractor and Metro shall give each other prompt notice of all defective work of which either party has actual knowledge. All defective work may be rejected, corrected, or accepted as provided in this Article.
- D. UNCOVERING, INSPECTING, AND CORRECTING DEFECTIVE WORK
 1. As per the Technical Specifications, the work shall not be covered until inspection has occurred for any work requiring inspection.
 2. If a portion of the work is covered contrary to the requirements of the Contract Documents, the Contractor must, at the request of the Project Manager, immediately uncover the work for Metro's inspection, and replace it after inspection, all at the Contractor's expense.
 3. If the Project Manager wants to inspect a portion of the work that is covered and which is not specifically required to be inspected before being covered, the Project Manager may require to see such work and the Contractor must immediately comply and uncover the work for inspection. If, upon inspection and testing after uncovering, the work fully complies with the requirements of the Contract Documents, the costs of uncovering and replacement shall be at Metro's expense.
 4. The Contractor shall be responsible for all costs of correcting defective or rejected work, including the cost of additional testing and inspections and for Metro's services and other expenses incurred because of the defective or rejected work.
 5. The Contractor shall promptly correct work that is discovered to be defective or is rejected by Metro, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed
- E. STOP WORK
 1. If the work is defective, or if the Contractor fails to supply a sufficient number of workers, sufficiently skilled workers, or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the Contract Documents, Metro may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated or remedied.
 2. In the event Metro observes or becomes aware of the Contractor, its employee, its agent, or its subcontractor violating a safety requirement of this Contract or violating any applicable law, rule, or regulation, any Metro representative may give a verbal order to stop work until the safety violation has been cured. Such verbal order will be followed, within 2 business days, by a written order from Metro to the Contractor confirming the reasons Metro stopped work.
 3. The right of Metro to stop the work under paragraphs A and B of this section shall not give rise to a duty on the part of Metro to exercise this right for the benefit of the Contractor or any other person or entity.
 4. If Metro stops the work under Section A, Contractor shall not be entitled to an extension of the

Contract Time or an increase in the contract price.

1.11 CLEAN UP

- A. Before final acceptance of the work, the Contractor shall clean all streets, alleys, walks, private property, rights of way and structures, leaving them in a neat, clean, useable condition to the satisfaction of Metro Public Works. At no time during construction shall the roads be allowed to become muddy or in any other way dangerous to the public. The Contractor shall sweep the roads and walkways as required or at the direction of the Engineer to prevent an accumulation of dust and trash.

1.12 GENERAL WARRANTY

- A. The Contractor warrants to Metro that materials and equipment furnished by the Contractor under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Metro the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by the Project Manager
 - 2. Payment by Metro
 - 3. Use or occupancy of any part of the work by the Metro
 - 4. Any inspection, test or approval by others; or
 - 5. Any correction of defective Work by Metro
- C. Failure on the part of Metro to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of Metro's rights and/or remedies, nor shall it relieve the contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- D. Metro may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both Metro and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein, and shall not be deemed a waiver of any other provisions. The written waiver shall not constitute a continuing waiver unless it states otherwise.
- E. All work shall be warranted for two (2) years form the date of Final completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for five (5) years.

1.13 PAYMENT

- A. Payment shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification.
- B. BASIS – The bid items listed on the bid proposal sheet will be measured and paid for in the units designated for the individual items. Such payment shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work. Final payment quantities shall be based on actual in-place quantities; however, the award of the Contract shall be on the basis of the lowest total evaluated bid.

1. EXTRA WORK – The Contractor shall perform extra work for which there is no quantity or price in the contract, only when directed to do so, in writing by the Department. This extra work will be paid for at a unit price or lump sum to be agreed upon by both parties.
 2. OVERTIME – If the contractor decides to work outside of Public Works and Assets normal workday, the contractor will be responsible for reimbursing for all overtime for inspection of the project. Standard overtime will be \$50 an hour; holiday pay will be \$100 an hour. Inspectors will have forms for approval of the overtime and documentation of times and dates worked.
- C. The Contractor shall invoice at 30-day intervals. Invoices shall be broken down by address and shall be billed according to unit prices of work in place.

PART 2. ASPHALT TEXTURING AND MILLING

2.1 DESCRIPTION

Remove existing pavement by milling and texturing.

2.2 MATERIALS AND EQUIPMENT

- A. Provide a power-operated, self-propelled milling machine capable of:
1. removing asphalt pavement to the required depth, profile, cross slope, and surface texture;
 2. accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control;
 3. controlling cross slope;
 4. applying sufficient down-pressure to plane the milled surface; and
 5. effectively removing cuttings from the pavement and preventing dust from escaping into the air.

Provide supplemental equipment as necessary to remove material adjacent to curbs, railroad crossings, and other areas that cannot be removed by the milling machine. Additionally, provide a mechanical sweeper and, when the Engineer deems necessary, a water truck to control dust.

2.3 CONSTRUCTION

- A. The existing pavement shall be milled to a depth of one and one half (1.5) inches. Unless otherwise specified, cutting from the milling operation shall be disposed of by the Contractor.
- B. Adjusting utility covers/drainage structures
1. Manholes, round tops and other utility facilities will be adjusted by the responsible Utility Company, with the exceptions noted herein. The contractor will be responsible for notification to appropriate Utility Companies of construction schedule and the number and location of structures that need to be adjusted. MSD manholes and Louisville Water Company (LWC) valve boxes shall be adjusted as directed by the Engineer. When the Engineer directs that manholes be adjusted, construction methods will be as specified in the current MSD standards. When valve boxes must be adjusted, construction methods will be as specified per current LWC Standards. Top of manholes and/or valve boxes shall be flush with the final surface of asphalt.
 2. Small drainage structures such as catch basins, etc. shall be adjusted as required to match the finished pavement, or to provide proper drainage, in accordance with current Louisville Metropolitan Sewer District (MSD) standards. Any areas around structures that have sunk or have had base failure around them should have area reconstructed using the Base Failure Repair Methods listed in this contract,

prior to the placement of the final surface. Adjusting small drainage structures will be measured and paid per each structure.

3. Adjusting utility covers, manholes, and valve boxes will be measured and paid for at the contract unit price per each, regardless of size
- C. Edge Keys - Normal edge key shall consist of a cut two (2) feet wide by one and one-half (1.5) inch deep, and will extend to the length necessary for each site, as determined by the Inspector. A two foot width of edge key around the manhole and catch basin castings will be used to the maximum extent deemed feasible by the Inspector. The Inspector will determine the casting to be physically raised or lowered. Manholes or other utilities raised as part of the work left exposed during hours of darkness shall be protected by a wedge of asphalt as directed by the Inspector.
- D. Private entrances shall be transitioned to provide a smooth approach to the roadway. When property owners have placed asphalt, concrete, or some other type of ramp over curb and gutter, the ramp shall be removed unless specifically exempted by the engineer. The contractor is responsible to notify the Metro Inspector of the locations of the ramps on a daily basis. Intersections and alley entrances will generally be required to the back edge of each radius, unless otherwise directed by the Engineer or the Inspector
- E. Traffic Treadles shall be removed by the Contractor prior to beginning any milling operations. Removal of these treadles shall be complete (including metal rings) and upon completion of resurfacing Louisville Metro will be responsible for reinstallation of traffic control devices. Any excavation involved with this removal below the surface to receive overlay shall be restored according to Louisville Metro Standard Drawing 605.
- F. Removal of any and all raised pavement markers will be considered incidental to the milling operation. Removal of the markers can occur up to a day before milling occurs, but no more than a day.
- G. Where utility cuts are encountered, milling and texturing P.C.C. Concrete shall be performed so as to provide a smooth finished surface, having uniform texture, at the required grade and cross-section.
- H. Approaches and tapers shall be acceptably textured when required by the Engineer. Length, width, and depth of cut on approaches and tapers will be determined by the Engineer or inspector. The approaches and tapers shall match the finished cut on the main line and shall be transitioned to the existing surface to approximately 1/8 inch.
- I. Base Failure Repairs - Actual base failure repair locations and repair options will be determined by the Engineer before the resurfacing begins. Following are the options for repair:

Option 1 - Sawcut the existing pavement, asphalt surface, base, DGA, and/or PCC pavement (if present). Excavate to an approximate depth of 12 inches below the existing pavement surface level. Remove and dispose of all materials. Use all possible care to avoid damaging existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional costs to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor.

Backfill the excavated area with 12 inches of Class 2 Asphalt Base 1.5D PG64-22 wrapped in Table III geotextile fabric on the bottom and sides of the excavated area in 4-inch maximum courses up to the existing pavement surface. Compact each course of asphalt base to the proper compaction as required by the Section 403 of KYTC Standard Specifications. Seal the asphalt base with leveling and wedging. Perform all base failure repairs in such a manner that removal and replacement are completed on the same day. Perform this work as one of the Contractor's first operations in order to allow further compaction of traffic. Prior to constructing the new asphalt surface, level and wedge any settlement of the required areas.

Payment at the Contract unit prices per Square Yard for "Base Failure Repair" and shall be full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement, excavating and disposing of all materials, furnishing, placing asphalt base wrapped in Table III geotextile fabric, backfilling the trench up to the pavement boundary.

Option 2 - In larger areas, sawcut the existing pavement, asphalt surface, base, DGA, and/or PCC pavement (if present). Excavate to an approximate depth of 24 inches below the existing pavement surface level. Remove and dispose of all materials. Use all possible care to avoid damaging existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional costs to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor.

Backfill the excavated area with 12 inches of #3 stone compacted in 4" lifts. The #3 stone will be capped by 6" of compacted DGA, which should be placed in two lifts. The rock shall be capped with 4" of Class II Asphalt Base 1.5D PG64-22. Perform all base failure repairs in such a manner that removal and replacement are completed on the same day. Perform this work as one of the Contractor's first operations in order to allow further compaction of traffic. Prior to constructing the new asphalt surface, level and wedge any settlement of the required areas.

2.4 PAYMENT

- A. All material removed from areas acceptably milled and textured will be measured in SQUARE YARDS. There shall be no separate pay item for the hauling of cuttings and shall be considered incidental to Asphalt Pavement Milling and Texturing.
- B. When the Engineer requires additional milling to correct deficiencies in the finished grade, cross section, or texture, no measurement or payment will be made for the additional material removed, when the deficiencies are due to unsatisfactory workmanship by the Contractor.
- C. Where sound pavement has been gouged, torn, or otherwise damaged during the milling operations, or damage is done to any other property of any kind including utility frames, grates, and covers, repairs shall be made by the Contractor at no cost to Louisville Metro when so directed by the Engineer.
- D. Removal of traffic treadles will be measured and paid by each treadle removed complete.
- E. Removal of any and all raised pavement markers will be considered incidental to the milling operation. Disposal of the markers will be the sole responsibility of the contractor at no expense to Metro.
- F. Payment for "Base Failure Repair" will be paid per Square Yard and shall be full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement, excavating and disposing of all materials, furnishing, placing asphalt, backfilling the trench up to the pavement boundary.

PART 3. ASPHALT PAVEMENT SURFACE

3.1 DESCRIPTION

Installation of 1-1/2" asphalt surface course on the prepared surface.

3.2 MATERIALS AND EQUIPMENT

- A. All materials and equipment used in the performance of this work shall comply with the requirements of the current KYTC Standard Specifications. Asphalt Mixing Plants shall conform to Section 401 of these specifications. Asphalt concrete surface mix shall conform to Section 402 and 409 for mixtures utilizing reclaimed materials. Special attention should be given to sections 804 and 805 of the KYTC Standard Specifications. Asphalt Binders: Furnish PG64-22 conforming to Section 806 of the KYTC Standard Specifications.
- B. **IT IS ABSOLUTELY MANDATORY THAT THE PAVER BE EQUIPPED WITH EXTENDOMAT HYDRAULIC EXTENSION ARMS OR APPROVED EQUAL.**
- C. Substitutions: By written approval of the Engineer.

3.3 CONSTRUCTION

- A. All work performed under this item shall conform to the typical sections shown in the Drawings, "Asphalt Materials" in the Special Requirements, and the Kentucky Department of Highways Standard Specifications, Section 403 - "Production and Placement of Asphalt Mixtures".
- B. Tack Coat - The Description, Materials, General Requirements, Weather Limitations, Equipment, Preparation of Surface, Application and Method of Measurement for the Tack Coat shall be in accordance with Section 406 of the KYTC Standard Specifications.
 - 1. It shall be the responsibility of the Contractor to clean the streets immediately before the application of the tack coat material. In some cases, the Contractor is required to scrape the old asphalt along the shoulders as part of the project. Prime and tack coats shall not be applied to wet surfaces. In all instances, the Contractor will use whatever means necessary, including mechanical brooms, vacuum sweepers and such hand work as necessary to thoroughly clean the existing pavement before applying the Asphalt tack coat materials. The cleaning shall be performed so as not to violate Air Pollution regulations. Disposal of the debris cleaned from the streets and sidewalks will be the responsibility of the Contractor. Excessive debris shall be loaded and hauled away from one location before cleaning may continue on the next location.
 - 2. The Contractor shall be responsible for careful planning and timing for the placement of the tack coat, especially in areas of heavy pedestrian and vehicular traffic, and shall have the approval of the Metro Engineer before applying the tack coat. On projects over which public traffic is being maintained, the tack coat shall be applied over one-half of the pavement width not to exceed one-half days work in advance of the construction of the Asphalt cover course; provided, that at no time shall the tack coat application end at a location hazardous to traffic. Tack coat application requiring an overnight lane closure will not be allowed, unless approved in writing. The work shall be arranged so that at the end of runs all tack shall be covered with the Asphalt mat or a sand blotter course. At road intersections or other traffic crossings, the Engineer may require the application of a sand blotter course over the tack coat. The coat of the sand used for the blotter shall be incidental to the project cost.
 - 3. SS-1H emulsified asphalt, or other material approved by the Metro Engineer, shall be applied to the cleaned pavement as a tack coat for the new surface course. The SS-1H shall be diluted with water on a ratio of one to one (1 to 1) or as otherwise directed by the Engineer, and shall be applied at a rate of 0.8 lbs (0.10 gallon) per square yard. The diluted SS-1H shall be allowed to cure to a dark color after application to pavement (a brownish color indicated this water is still present) before the surfacing mixture is applied. Payment for this item shall be considered incidental to the paving operation.
- C. After the tack coat has cured sufficiently, it shall be overlaid with the new surfacing mixture, as directed by the project inspector. When required, Asphalt mixture shall be applied over the entire area of the existing pavement prior to construction of the final surface course. The screed shall be set to a minimum thickness as directed with the intent to correct rutting, adverse warping, dipping and other imperfections in the existing pavement and to provide a smooth level surface for the final surface course.
- D. The new surface shall be placed at the specified depth. The rate will be 110 lbs per square yard inch compacted weight for each street or portion thereof as directed by the Metro Engineer. A working tolerance of 10 lbs. per square yard will be permitted from the specified rate. The mixture shall be thoroughly and uniformly compacted with tandem rollers weighing at least eight (8) and not more than ten (10) tons to provide a smooth, even riding surface.
- E. For pertinent asphalt temperature requirements and equipment practices, refer to Sections 401 and 403 of the current KYTC Standard Specifications.

3.4 PAYMENT

- A. The asphalt placed on site will be measured in square yards and placed at a depth of one and one half (1.5) inches.

- B. When the Engineer requires additional asphalt to correct deficiencies in the finished grade, cross section, or texture, no measurement or payment will be made for the additional material placed, when the deficiencies are due to unsatisfactory workmanship by the Contractor.
- C. The Engineer reserves the right to increase the depth of asphalt beyond 1.5 inches. Any request to increase the depth shall be documented in writing.
- D. Metro will honor the Price Adjustments for the liquid asphalt in accordance to Section 109.07.01 of the KYTC Standard Specifications.

PART 4. PAVEMENT MARKINGS

4.1 DESCRIPTION

Installations of pavement markings as sections of the roadway are completed.

4.2 MATERIALS

- A. Temporary pavement markings shall be furnished and applied in accordance with Section 112.03.11 KTC Standard Specifications, 2008 Edition if needed.
- B. Permanent paint shall conform to Section 842 KTC Standard Specifications.
- C. Thermoplastic pavement markings shall conform to Section 837 KTC Standard Specifications. Type I Tape markings shall conform to Section 836 KTC Standard Specifications.
- D. Reflective raised pavement markers shall conform to Section 840 KTC Standard Specifications. All Markers shall be plowable.

4.3 CONSTRUCTION

- A. All markings and materials shall be installed in accordance with the manufacturer's specifications and comply with 2008 KYTC Standard Specifications and the current Manual of Uniform Traffic Control Devices (MUTCD).
- B. Striping will be installed as sections of the road are completed. The contractor shall not leave the site unattended without proper markings in place. Markings will be reinstalled to match the pre-approved drawing prepared by the contractor before the milling operation begins, unless changes have been made and approved by the Engineer. All changes will be provided to the contractor prior to the start of the paving operation. All stop bars, cross walks, directional arrows, and parking T's shall be reinstalled at the completion of the paving operations and shall comply with the current KYTC Standard Specifications.
- C. Louisville Metro reserves the right to change the striping layout to accommodate the addition of bike lanes in areas meeting warrants.
- D. Any projects requiring the removal of reflective raised pavement markers will have them reinstalled when approved by the engineer after the completion of the striping. Other areas may be designated for installation of reflective raised pavement markers, however all areas will be approved in writing by the Engineer.
- E. Any projects requiring the removal of mid-block crosswalks will have them reinstalled only when approved by Louisville Metro Traffic Engineering.

4.4 PAYMENT

- A. Payment for all striping and pavement markings shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification.

- B. All striping will be measured and paid per linear foot and will be itemized per width of stripe and composition.
- C. Installation of reflective raised pavement markers will be measured and paid per each.
- D. All other pavement markings will be measured and paid per each installed.

PART 5. CONCRETE SIDEWALKS AND RAMPS

5.1 DESCRIPTION

Replacement of existing concrete sidewalks and curb ramps to meet ADA requirements.

5.2 MATERIAL

- A. All concrete shall be "ready mix" Class A 3500 PSI. The following is a clarification of how "Ready Mix" concrete is defined. These methods of "Ready Mixed" concrete are the only methods that will be accepted for this program.
- B. Ready Mixed concrete is proportioned and mixed off the project site and is delivered to the construction area in a freshly mixed and unhardened state. It can be manufactured by any of the following methods:
 - 1. Central mixed concrete is mixed completely in a stationary mixer and is delivered either in a truck agitator, a truck mixer operating at agitating speed, or a special non-agitating truck.
 - 2. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer.
 - 3. Truck-mixed concrete is mixed completely in a truck mixer, which can usually hold 7 to 10 cubic yards of concrete.

5.3 CONSTRUCTION

- A. All sidewalks shall be constructed as indicated in the Standard Drawings.
- B. Handicap Curb Ramps: Type 1, 2, 3 & 4 - All sidewalk ramps require detectable warning surfaces which comply with the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. (Drawings attached to the end of this document).
- C. All Forms shall be a minimum of 4" in height. Scores and edges shall be neatly tooled and the surface shall be checked with a 10-foot straight edge and any irregularities of more than 1/4 inch shall be eliminated. All edges shall be rounded to a 1/4 inch radius. The edges of the sidewalk at all expansion joints shall be rounded with an approved edging tool to a 1/4 inch radius.
- D. Contraction joints will be placed at a maximum spacing of 5 feet. The joint groove shall have a minimum depth of not less than one (1) inch.
- E. Expansion joints shall be placed to separate the sidewalk from walls, columns, concrete driveways, light poles and other points of restraint.
- F. After the concrete has set sufficiently, forms, when used, shall be removed and areas adjacent to the concrete shall be backfilled. The earth shall be compacted and graded in a satisfactory manner.

5.4 PAYMENT

- A. Payment at the Contract unit prices per square yard shall include removal of existing concrete sidewalk, any additional excavation or preparation necessary to ensure stability and continuous slope with existing sidewalk, any cutting of tree roots, sodding or seeding of all disturbed areas, utility cap adjustment, saw-cutting, addition of 4" of #57 stone-base, forming, installation of 4" of concrete, finishing, curing, backfilling, installation of expansion material, job clean up, traffic control, relocating signs (when needed) and any other items not listed which are incidental to the work, all complete.

PART 6. SPEED HUMPS

6.1 DESCRIPTION

Installation of speed humps as directed by Metro staff.

6.2 MATERIALS

- A. All material furnished and/or installed shall be from sources certified by Public Works, and shall meet all specifications as set forth by Louisville Metro and the Kentucky Transportation Cabinet (KYTC) for Type S-1 Asphaltic Concrete.

6.3 CONSTRUCTION

- A. The contractor will be responsible for contacting appropriate Metro staff to coordinate the installation of the required signage on the same day and time of the installation of the speed humps.
- B. All speed humps should be installed in accordance with the attached drawing.
- C. For speed humps constructed on existing roads (retrofit), it is required that the road surface be excavated, saw cut, or milled to establish a key-way for hump construction, and that the edges finish flush with the key-way per the attached drawing.
- D. Contractor shall place asphaltic concrete, to the lines and grades specified for the speed hump, in the attached diagram in two lifts. The placing and rolling operation shall be such that the required compaction is achieved and the final profile and thickness is within 1/4" tolerance of the grade indicated. Any speed hump whose finished grade exceeds the allowable 1/4" tolerance will be removed and replaced by the contractor, at no additional cost to Louisville Metro.
- E. The contractor shall be responsible for the installation of pavement markings for each speed hump. All pavement markings shall be twelve (12) inches wide. All pavement markings shall be white thermoplastic and will be supplied by the contractor. All markings are to contain glass spheres for reflectivity. The dry markings will have a thickness of 15 mils. All pavement markings shall be marked in accordance with Figure 3B-29 (Option C) per the most recent version of the Manual on Traffic Control Devices (MUTCD). All pavement markings shall be laid out by the contractor as shown in the attachment.

6.4 PAYMENT

- A. Payment shall be measured and paid by each speed hump installed and shall include all milling, striping, asphalt, materials, equipment, labor and incidentals necessary to accomplish the work, complete and installed in place.

PART 7. MISCELLANEOUS PAY ITEMS

7.1 ALLEY CLEANING

Price shall be inclusive of cleaning, hauling debris, trimming plant growth and trees and any other work incidental to preparation of an alley to be resurfaced. All work complete shall be paid per hour worked.

7.2 BUS PADS

Bus Pads will be installed per the attached Metro Specification 606 in locations designated by the Engineer.

Bus Pads will be measured and paid per Each that are installed. Such payment shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification.

7.3 CONCRETE PAVEMENT

Payment at the Contract unit prices per square yard shall include removal of existing concrete, any additional excavation or preparation necessary to ensure stability and continuous slope with existing pavement, sodding or seeding of all disturbed areas, utility cap adjustment, saw-cutting, addition of #57 stone-base, forming, installation of concrete, finishing, curing, backfilling, installation of expansion material, job clean up, traffic control, relocating signs (when needed) and any other items not listed which are incidental to the work, all complete

7.4 CONCRETE DRIVEWAY APRON (6")

Payment at the Contract unit prices per Square Yard for "Concrete Driveway Apron (6")" and shall include removal of existing driveway approach, any additional excavation or preparation necessary to ensure stability and continuous slope with existing sidewalk, any cutting of tree roots (unless tree removal is directed by the Arborist), sodding or seeding of all disturbed areas, utility cap adjustment, forming and installation of concrete, finishing, curing, backfilling, saw cutting (if necessary), job clean up, and any other items not listed which are incidental to the work all complete.

7.5 CONCRETE CATCH BASIN / YARD BOX

Installation of concrete catch basins and yard boxes will be measured and paid per each. Such payment shall be full compensation for removal of existing structure and all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification. Standard concrete catch basins and yard boxes shall meet the requirements of the KYTC Standard Drawings.

7.6 CURB REPLACEMENT

This item is to be used only if it is an integral part where existing curb directly abuts sidewalk that is to be replaced and curb is too deteriorated to allow for installation of new sidewalk. Installation of curbing will be measured and paid per linear foot.

CONCRETE HEADER CURB (6") – The price shall include removal of existing curb, additional excavation, saw cutting (if necessary), forming, concrete installation, sodding or seeding of disturbed area, traffic control, relocating signs (when needed) and any other items not listed are incidental to the work. Curb will only be paid when poured separate from drive or sidewalk, with expansion material placed against the walk. Standard header curb may be replaced with median curb. All concrete curb shall meet the requirements of the Standard Drawings.

CONCRETE CURB AND GUTTER – The price shall include removal of existing curb additional excavation, saw cutting (if necessary), forming, concrete installation, sodding or seeding of disturbed area, traffic control, relocating signs (when needed) and any other items not listed are incidental to the work. Curb will only be paid when poured separate from drive or sidewalk, with expansion material placed against the walk. All concrete curb and gutter shall meet the requirements of the Standard Drawings.

SIMULATED LIMESTONE HEADER CURB – The price shall include removal of existing curb and additional excavation, saw cutting (if necessary), forming, concrete installation, sodding or seeding of disturbed area, traffic control, relocating signs (when needed), and any other items not listed which are incidental to the work, all complete. Curb will only be paid when poured separate from drive or sidewalk, with expansion material placed against the walk. Standard header curb shall meet the requirements of the Standard Drawings.

7.7 EARTH EXCAVATION

Price of earth excavation is inclusive of excavating, loading, removal from site and disposal, all complete/per cubic yard.

For existing street paving, concrete removal, concrete excavation is computed for the volume of material (per square yard) removed. The price is inclusive of job clean-up, removal from the site and disposal; all complete (this does not include sidewalk removal).

7.8 EMBANKMENT IN PLACE

This price shall include all labor, material and equipment required to provide acceptable material. Payment shall be made for each cubic yard of material placed.

7.9 FULL DEPTH RECLAMATION

All work and payment should be in accordance with the attached Portland Cement Association "Suggested Construction Specification for Full-Depth Reclamation"

7.10 HANDRAIL

New handrail shall be fabricated of 1-1/2" outside diameter, iron pipe (welded). Handrail shall consist of 3'-6" high top rail and 2' high bottom rail. Maximum post spacing shall be 8'. Handrail shall receive two coats rust proof primer, and two coats semi-gloss black enamel. Payment shall be on a linear foot basis and shall include all materials, equipment, labor and incidentals necessary to accomplish the work complete and installed in place including painting. Handrails should meet specifications detailed in the KYTC Standard Drawings.

7.11 MOBILIZATION

Payment shall be on a lump sum basis and shall include all materials, equipment, labor and incidentals necessary to accomplish the work.

7.12 PIPE

This price includes (per linear foot of pipe) all cost of furnishing, bedding, laying, jointing, backfilling, compaction and testing of drainage pipe, job clean-up and any other items not listed which are incidental to the work, all complete.

7.13 REMOVE AND RELOCATE STREET SIGNS

Regulatory signs that require relocation shall be removed and immediately relocated, either in a temporary location or the final relocated location, so that the regulatory sign continues to convey its intended meaning throughout construction operation.

Non-regulatory signs, when specifically permitted by the Engineer, may be removed, stored and reset at a time when the area is clear of construction operations to avoid inadvertent damage to the sign by the Contractor. Contractor shall be responsible for replacing signs damaged or lost while being stored.

Signs and posts shall be removed and reset in a manner that does not damage or warp the sign and post. Any signs or posts damaged by the Contractor during remove or resetting shall be repaired or replaced by the Contractor. Any sign or post so replaced shall conform to KYTC Specifications.

New signs installed per request of the Engineer shall be paid on a per square foot basis and shall include all materials, equipment, labor and incidentals necessary to accomplish the work, complete and installed in place.

7.14 SAW-CUTTING

Saw cutting shall be computed in terms of linear feet of cut. Saw cutting will only be paid as a separate item if it is not inclusive to any other item in these specifications.

7.15 SEED AND STRAW PROTECTION

This price shall include all labor, material, and equipment required to place seeding and protection in accordance with Section 212.06 of the Kentucky State Specifications for Road and Bridge Construction.

7.16 SILT CHECK & SILT FENCE

Payment for silt check shall be on an each basis and shall include all materials, equipment, labor and incidentals necessary to accomplish the work. Installation of silt fence will be measured and paid per linear foot. This price shall include all labor, material and equipment required to install the silt fence.

7.17 SOD

Sod shall be at least 90 percent good quality Kentucky Bluegrass, strongly rooted, and free of weeds. All areas to be sodded shall be free of any weed or plant growth, or other debris. Sod shall be measured and paid by square yard and

shall be the actual surface measurement of sod laid. Price shall be inclusive for furnishing, hauling, placing, tamping and watering the sod.

7.18 STONE

The price per ton for all stone shall include all labor, material and equipment required to transport, spread and compact stone to the required minimum thickness.

7.19 TOPSOIL

This price shall include all labor, material and equipment required to provide acceptable topsoil. Payment shall be made for each cubic yard of topsoil placed.

SECTION VI

SPECIAL PROVISIONS

1.1 BILLING

- A. Contract shall provide itemized billing, separated by completed work item and roadway section. These bills shall be submitted monthly for all work performed during that month. Bills should be submitted by the 1st of each month. Certified Payroll documents should be submitted with each bill, these documents should be itemized per site as to show the day, hours worked, per site per employee. DBE participation should be shown separately for confirmation that participation goals were met.

1.2 RETENTION OF DOCUMENTS

- A. The Contractor shall maintain throughout the term of the Contract, and retain for not less than four years after completion thereof, complete and accurate records of all Contractor's costs which relate to the work performed, including the extra work, under the terms of the Contract. Metro, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.
- B. Business records to be maintained/retained by the Contractor shall include, but not be limited to:
 - 1. Payroll records accounting for total time distribution of the Contractor's employees working full- or part-time on the work;
 - 2. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;
 - 3. Paid invoices and canceled checks for materials purchased, subcontractors, and any other third parties' charges;
 - 4. Original estimate and change order estimate files and detailed worksheets;
 - 5. All project-related correspondence including email or electronic communication by any individual of Metro. This includes the ability to maintain, recover, and reproduce, all emails sent or received concerning this project; and including any attachments to said emails
 - 6. Subcontractors and supplier change order files (including detailed documentation covering negotiated settlements).
- C. Metro shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this contract (both direct and indirect costs, including overheard allocations as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. The Contractor shall also be required to include the right to audit provision in the contracts (including those of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.

1.3 SUBCONTRACTORS

- A. List below all Subcontractors intended to be used on this scope of work. All Subcontractors must be pre-qualified with the Kentucky Transportation Cabinet. Changes to Subcontractors utilized for this work must be approved in writing by the Engineer.

TRADE
Concrete
Hauling

Concrete
Milling

Milling
Signage
Striping
Striping

SUBCONTRACTOR
Solid Construction
Whitaker Trucking

Seven Seas
ACS

MAMCO
Highway Safety

Reynolds
Atlantic Construction

1.4 COMPLETION OF THE WORK

Within ten (10) days from the date of "Notice of Acceptance" of the Proposal, the undersigned agrees to execute the Contract, as defined therein, and to furnish a satisfactory contract bond. The undersigned also agrees to begin work within five (5) days after Contract is executed and to prosecute said work in such a manner as to complete the Contract by 11/30/09

1.5 CONTRACT DURATION

This bid will be submitted to provide Road improvement services for the Louisville Metro Department of Public Works. The department of Public Works reserves the right to renew the contract, provided the Contractor agrees, per terms of this bid.

SECTION VII
EVALUATION CRITERIA

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

Price 100%

Proposals will be reviewed by a committee consisting of representatives from:

LOUISVILLE/JEFFERSON COUNTY METRO PUBLIC WORKS DEPARTMENT

PREVAILING WAGE DETERMINATION
CURRENT REVISION

LOCALITY NO. 12

JEFFERSON COUNTY

Determination No. CR-3-012 2009

Date of Determination: June 29, 2009

Project No. 056-H-01951-09-3 Type: ___Bldg___xx___HH

This schedule of the prevailing rate of wages for Jefferson County has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-3-012 2009

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

Welders will receive rate for craft in which welding is incidental.

NOTE: The type of construction shall be determined by applying the following definitions:

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

A handwritten signature in black ink that reads "Michael L. Dixon". The signature is written in a cursive style with a horizontal line underneath it.

Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

Determination No. CR-3-012 2009
June 29, 2009

ASBESTOS/INSULATION WORKERS:

Asbestos/Insulation Workers: (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems):

BASE RATE \$24.41
 FRINGE BENEFITS 9.81

Hazardous Material Handlers: (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

BASE RATE \$19.35
 FRINGE BENEFITS 10.35

BOILERMAKERS:

BASE RATE \$34.54
 FRINGE BENEFITS 15.47

BRICKLAYERS:

Bricklayers, Caulkers, Cleaners, Pointers & Stone Masons:

BASE RATE \$23.68
 FRINGE BENEFITS 9.25

Layout Man & Saw Man:

BUILDING

BASE RATE \$23.93
 FRINGE BENEFITS 9.25

Refractory & Acid Brick:

BUILDING

BASE RATE \$24.18
 FRINGE BENEFITS 9.25

Marble Setters, Terrazzo Workers & Tile Setters:

BUILDING

BASE RATE \$22.39
 FRINGE BENEFITS 5.55

Marble, Terrazzo & Tile Finishers:

BUILDING

BASE RATE \$15.39

FRINGE BENEFITS 4.85

CARPENTERS:

Carpenters:

BUILDING

BASE RATE \$21.56
 FRINGE BENEFITS 11.03

Piledrivermen:

BUILDING

BASE RATE \$21.81
 FRINGE BENEFITS 11.03

Carpenters:

HEAVY & HIGHWAY

BASE RATE \$24.84
 FRINGE BENEFITS 10.23

Piledrivermen:

HEAVY & HIGHWAY

BASE RATE \$25.09
 FRINGE BENEFITS 10.23

Divers:

HEAVY & HIGHWAY

BASE RATE \$37.64
 FRINGE BENEFITS 10.23

CEMENT MASONS/CONCRETE FINISHERS:
 BUILDING

BASE RATE \$20.40
 FRINGE BENEFITS 8.25

ELECTRICIANS:

Electricians: BASE RATE \$28.30
 FRINGE BENEFITS 12.55

ELECTRICIAN/LINE CONSTRUCTION (BUILDING):

Cable Splicer: BASE RATE \$26.86
 FRINGE BENEFITS 10.27

Equipment Operator A: John Henry Rock Drill,
 D6 (or equivalent) and above, Trackhoe Digger,
 Cranes (greater than 25 tons and less than 45 tons) BASE RATE \$23.72
 FRINGE BENEFITS 9.69

Equipment Operator B: Cranes (6-25 tons), Backhoes,
 Road Tractor, Dozer up to D5, Pressure Digger-Wheeled
 Or Tracked, all Tension Wire Stringing Equipment BASE RATE \$21.09
 FRINGE BENEFITS 9.20

Equipment Operator C: Trencher, Vibratory Compactor,
 Ground Rod Driver, Boom Truck (6 tons or below), Skid
 Steer Loaders BASE RATE \$17.13
 FRINGE BENEFITS 8.47

Groundmen: BASE RATE \$19.77
 FRINGE BENEFITS 8.96

Linemen and Technician BASE RATE \$26.36
 FRINGE BENEFITS 10.18

Cranes 45 tons or larger to be paid 100% of journeyman lineman's rate.

ELEVATOR MECHANICS: BASE RATE \$35.71
 FRINGE BENEFITS 18.285

GLAZIERS: BASE RATE \$25.18 FRINGE BENEFITS 8.95

IRONWORKERS:

Structural, Ornamental, Reinforcing, & Precast Concrete Erectors:
 BASE RATE \$23.93
 FRINGE BENEFITS 16.74

LABORERS/BUILDING:

GROUP 1:

General, Carpenter Tender, Cement Finisher Tender, Placing of Concrete, Wrecking of Buildings, Hand Digging & Hand Backfilling of Ditches, Clearing of Rights-of-Way & Building Sites, Curing of Concrete, Application Hardener, Handling of Chemically Treated Lumber, Installing of Wood Sheeting & Shoring, Signal Laborer, Concrete Bucket & Masonry work, Cleaning & Moving of General Purpose Materials, General Cleanup of Scrap & Debris:

BUILDING	*BASE RATE	\$16.97
	FRINGE BENEFITS	7.45

GROUP 2:

Mason Tender, Side Rail Setter (Metal), Stackman, Fork Lift Operator (Masonry & Plastering Contractors Only), Power Driven Georgia Buggy, Chain Saw, Vibrator Operator, Mesh Handler, Power Tools (Air, Diesel, Electric, Gasoline), Wagon Drill, Pipe Layer, Wall Man, Treatment of Exposed Concrete (Chip, Bush Hammer & Rub), Concrete Saw, Gasoline Tamper Machine, Walk Behind Trenching Machine, Burner Man, Joint Maker, & Asphalt Raker & Mobile Sweeper:

BUILDING	*BASE RATE	\$17.17
	FRINGE BENEFITS	7.45

GROUP 3:

Air Track Driller, Introflax Burning Rod, Gunnite Nozzle Man Operator, Sewer, Tunnel Laborer (Free Air), & Sand Hog or Mucker (Free Air):

BUILDING	*BASE RATE	\$17.37
	FRINGE BENEFITS	7.45

GROUP 4:

Holeman Drilled Piers, Augered Caissons, Sand Miner (Tunnel Free Air), Caisson Workers, & Powderman:

BUILDING	*BASE RATE	\$17.97
	FRINGE BENEFITS	7.45

GROUP 5:

Tunnel Person & Tunnel Miner (Pressure & Free Air), Environmental Worker, Toxic & Hazardous Waste, Asbestos Removal;

BUILDING	*BASE RATE	\$18.47
	FRINGE BENEFITS	7.45

* Free Hanging Scaffold above 30' receives \$.25 Premium on all of the above

LABORERS/HEAVY HIGHWAY

GROUP 1:

Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form; General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$20.01
	FRINGE BENEFITS	9.40

LABORERS/HEAVY HIGHWAY (continued)

GROUP 2:

Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$20.26
	FRINGE BENEFITS	9.40

GROUP 3:

Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:HEAVY & HIGHWAY

RATE	BASE	
\$20.31	FRINGE BENEFITS	9.40

GROUP 4:

Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized:

HEAVY & HIGHWAY	BASE RATE	\$20.91
	FRINGE BENEFITS	9.40

MILLWRIGHTS:

BASE RATE	\$24.10
FRINGE BENEFITS	14.87

OPERATING ENGINEERS/BUILDING:

CLASS A:

Auto Patrol, Batcher Plant, Bituminous Paver, Cableway, Central Compressor Plant, Clamshell, Concrete Mixer (1 cu. ft. or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching & Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader & Loader, Hoe Type Machine, Hoist (1 drum when used for stack or chimney construction or repair), Hoisting Engine (2 or more Drums), Locomotive, Motor Scrapper, Carry-All Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Motor Grader, Roller (Bituminous), Scarifier, Shovel, Tractor Shovel, Truck Crane, Winch Truck, Push Dozer, Highlift, Boom Cat, Core Drill, Hopto, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Gradeall, Hoist, Hyster, Pumpcrete, Ross Carrier, Boom, Tail Boom, Rotary Drill, Hydro Hammer, Mucking Machine, Rock Spreader (Attached to Equipment), Scoopmobile, KeCal Loader, Tower Crane (French, German & Other Types), Hydrocrane, Backfiller, Gurry, Subgrader, Tunnel Mining Machine, including Moles, Shield or similar types of Tunnel Mining Equipment, & Forklift (Regardless of Lift Height):

BUILDING	*BASE RATE	\$22.85
	FRINGE BENEFITS	12.40

*Crane with boom 150 feet and over, including jib, shall receive \$.50 above Base Rate;

OPERATING ENGINEERS/BUILDING: (continued)

CLASS B:

Air Compressor (Over 900 CFM), Bituminous Mixer, Joint Sealing Machine, Concrete Mixer (Under 21 cu. ft.), Form Grader, Roller (Rock), Tractor (50 H.P. & Over), Bull Float, Finish Machine, Outboard Motor Boat, Flexplane, Fireperson, Boom Type Tamping Machine, Greaser on Grease Facilities Servicing Heavy Equipment, Switchman or Brakeman, Whirley Oiler, Self-Propelled Compactor, Tractair & Road Widening Trencher & Farm Tractor with attachments (Except Backhoe, Highlift, & End Loader), Elevator, Hoisting Engineer (1 drum or Buck Hoist, Firebrick Masonry Excluded), Well Point, Grout Pump, Throttle Valve Person, Tugger, & Electric Vibrator Compactor:

BUILDING	BASE RATE	\$19.36
	FRINGE BENEFITS	12.40

CLASS C:

Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Roller (Earth), Tamping Machine, Tractor (Under 50 H.P.), Vibrator, Oiler, Concrete Saw, Burlap & Curing Machine, Truck Crane Oiler, Hydro Seeder, Power Form Handling Equipment, Deckhand Steersman, & Hydraulic Post Driver:

BUILDING	BASE RATE	\$17.84
	FRINGE BENEFITS	12.40

OPERATING ENGINEERS/HEAVY HIGHWAY:

CLASS A:

A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-all Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$23.60
	FRINGE BENEFITS	12.40

CLASS B:

Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (when used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 HP or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler:

HEAVY & HIGHWAY	*BASE RATE	\$21.18
	FRINGE BENEFITS	12.40

OPERATING ENGINEERS/HEAVY HIGHWAY: (continued)

CLASS B2:

All Off Road Material Handling Equipment, Including Articulating Dump Truck; Greaser on Grease Facilities servicing Heavy Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$21.56
	FRINGE BENEFITS	12.40

CLASS C:

Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steersman; Tamping Machine; Tractor (Under 50 HP); & Vibrator:

HEAVY & HIGHWAY	*BASE RATE	\$20.92
	FRINGE BENEFITS	12.40

*Cranes with booms 150 ft. & over (including jib) \$1.00 premium. Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

PAINTERS:

Brush, Roller, Drywall Finisher & Paperhanger:	BASE RATE	\$18.50
	FRINGE BENEFITS	9.84

Spray, Sandblast, Waterblast (4000 PSI and above), Fireproofing & Lead Abatement:	BASE RATE	\$19.25
	FRINGE BENEFITS	9.84

Sign Painter & Erector:	BUILDING	BASE RATE	\$17.57
		FRINGE BENEFITS	4.55

PLUMBERS & PIPEFITTERS:	BASE RATE	\$30.00
	FRINGE BENEFITS	12.67

ROOFERS (excluding metal roofs):	BASE RATE	\$20.28
	FRINGE BENEFITS	6.90

SHEETMETAL WORKERS (including metal roofs):	BASE RATE	\$27.86
	FRINGE BENEFITS	13.86

SPRINKLER FITTERS:	BASE RATE	\$29.50
	FRINGE BENEFITS	14.80

TRUCK DRIVERS/BUILDING:

3 Tons & Under, Greaser, Tire Changer, & Mechanic Tender:

BUILDING	*BASE RATE	\$19.57
	FRINGE BENEFITS	12.17

Over 3 Tons, Semi-Trailer or Pole Trailer, Dump Tandem Axles, Farm Tractor (When used to pull building material & equipment):

BUILDING	*BASE RATE	\$19.68
	FRINGE BENEFITS	12.17

Concrete Mixer (Hauling on jobsites), & Truck Mechanic:

BUILDING	*BASE RATE	\$19.75
	FRINGE BENEFITS	12.17

Euclids & Other Heavy Moving Equipment, Lowboy, Winch, A-Frame & Monorail Truck (To transport building materials):

BUILDING	*BASE RATE	\$19.85
	FRINGE BENEFITS	12.17

*** Work on Hazardous or Toxic Waste Sites - \$4.00 Premium**

TRUCK DRIVERS/HEAVY HIGHWAY:

Mobile Batch Truck Tender:

HEAVY & HIGHWAY	BASE RATE	\$16.57
	FRINGE BENEFITS	7.34

Greaser, Tire Changer, & Mechanic Tender:

HEAVY & HIGHWAY	BASE RATE	\$16.68
	FRINGE BENEFITS	7.34

Single Axle Dump & Flatbed, Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; Mixer, & Truck Mechanic:

HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

Euclid, Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat Truck & 5 Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Fork Lift Truck when used to transport building materials; & Drivers on Pavement Breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

END OF DOCUMENT

CR-3-012 2009

June 29, 2009

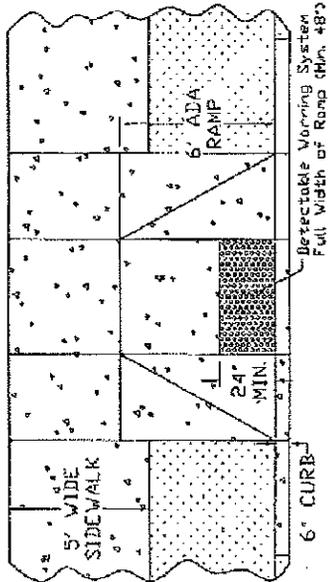
Page 9 of 9

(Insert Prevailing Wage Information Here)

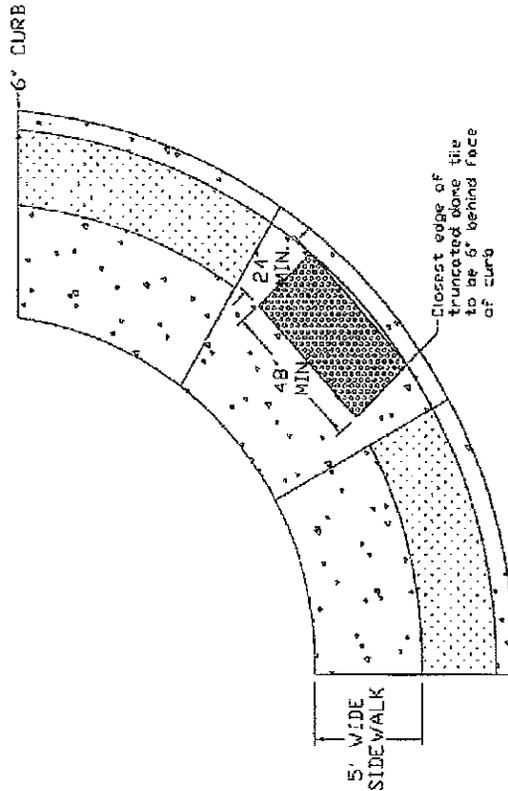
61 of 52

DETECTABLE WARNING SYSTEM FOR NEW CONSTRUCTION

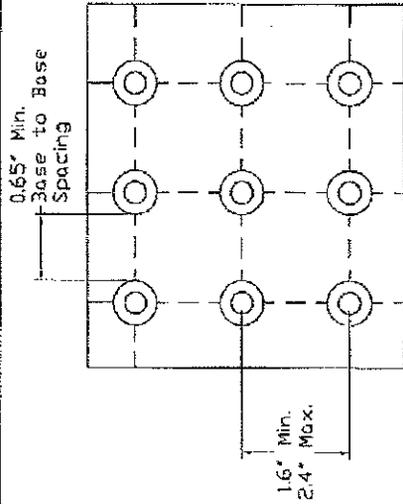
- 1) The system shall be designed to meet accessibility guidelines for the American Disabilities Act for Detectable Warning (Paragraph 4.28) and Loading Ramps(Paragraph 4.7)
- 2) The system shall be a cast in place product approved by Louisville Metro prior to usage. Follow manufacturer's installation instructions.
- 3) Color and texture to be approved by Louisville Metro.



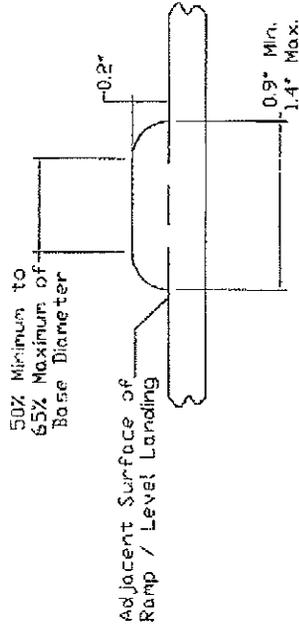
DETECTABLE WARNING PLACEMENT PERPENDICULAR RAMP



DETECTABLE WARNING PLACEMENT PARALLEL RAMP



SQUARE PATTERN, PARALLEL ALIGNMENT



TRUNCATED DOME DETAIL

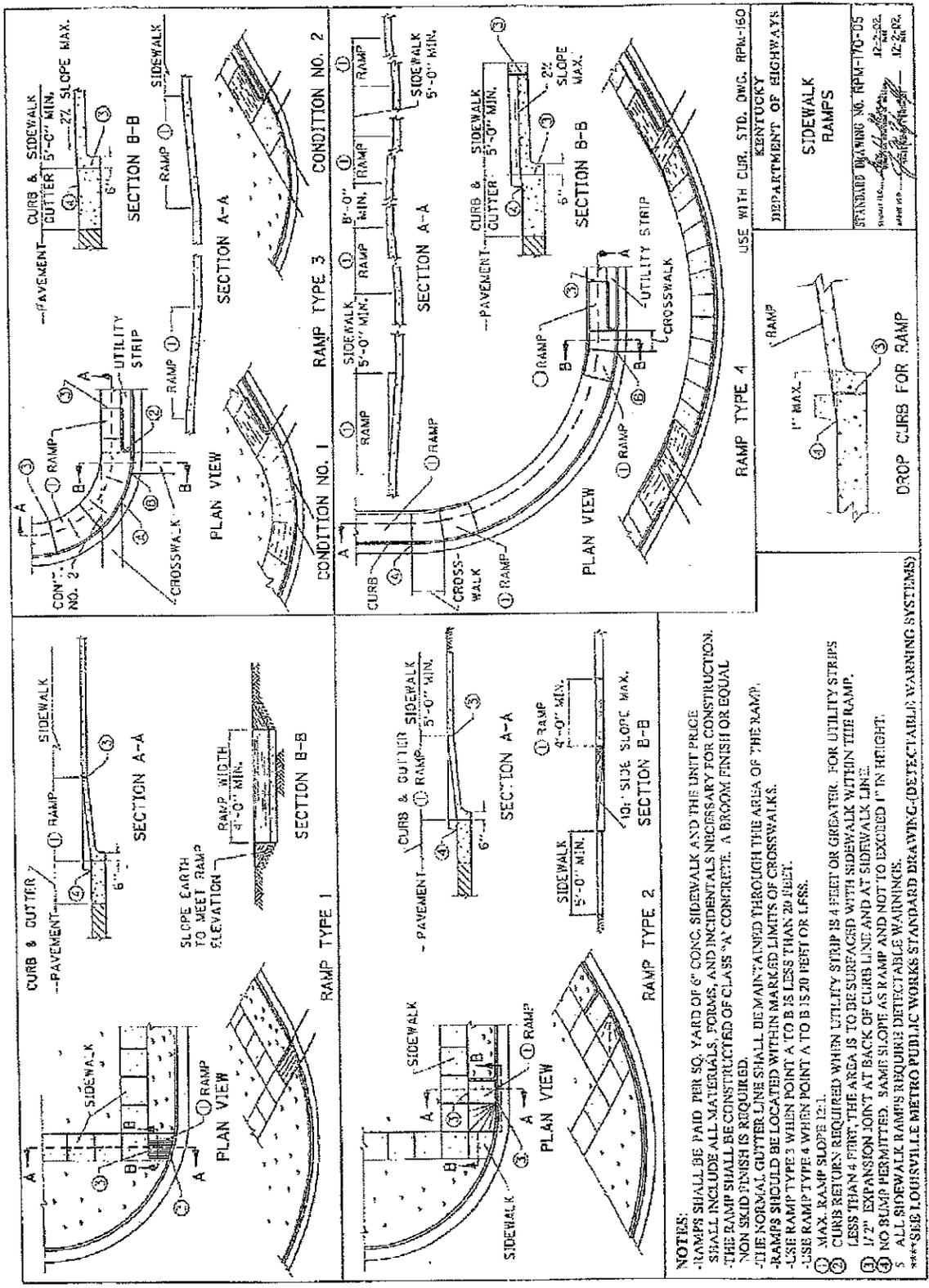


LOUISVILLE METRO PUBLIC WORKS
444 5th Street, Louisville, Kentucky 40202

DETECTABLE WARNING SYSTEMS

DATE

SCALE



CON'T. NO. 2
 CURB & SIDEWALK GUTTER 5'-0" MIN. 2% SLOPE MAX.
 SECTION B-B
 RAMP
 SIDEWALK
 UTILITY STRIP
 CROSSWALK
 PLAN VIEW
 SECTION A-A

CURB & GUTTER
 SIDEWALK
 RAMP
 SECTION A-A
 SECTION B-B
 RAMP WIDTH 4'-0" MIN.
 SLOPE EARTH TO MEET RAMP ELEVATION
 PLAN VIEW
 RAMP TYPE 1

CONDITION NO. 2
 RAMP TYPE 3
 SIDEWALK 5'-0" MIN.
 RAMP
 RAMP
 SIDEWALK 5'-0" MIN.
 SECTION A-A
 SECTION B-B
 CURB & SIDEWALK GUTTER 5'-0" MIN.
 2% SLOPE MAX.
 PLAN VIEW
 UTILITY STRIP
 CROSSWALK
 RAMP
 RAMP
 RAMP
 RAMP

SIDEWALK
 SIDEWALK
 CURB & GUTTER
 SIDEWALK 5'-0" MIN.
 SECTION A-A
 SECTION B-B
 SIDEWALK 5'-0" MIN.
 4'-0" MIN.
 10:1 SIDE SLOPE MAX.
 PLAN VIEW
 RAMP TYPE 2

RAMP TYPE 4
 1" MAX.
 RAMP
 DROP CURB FOR RAMP

USE WITH CUR. STD. OMC. RPM-160
 KENTUCKY DEPARTMENT OF HIGHWAYS
 SIDEWALK RAMP
 STANDARD DRAWING NO. RPM-740-05
 REVISIONS 12-2-02
 12-2-02

- NOTES:
- RAMPS SHALL BE PAID PER SQ. YARD OF 6" CONC. SIDEWALK AND THE UNIT PRICE SHALL INCLUDE ALL MATERIALS, FORMS, AND INCIDENTALS NECESSARY FOR CONSTRUCTION.
 - THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE. A BROOM FINISH OR EQUAL NON SKID FINISH IS REQUIRED.
 - THE NORMAL GUTTER LINE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP.
 - RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.
 - USE RAMP TYPE 3 WHEN POINT A TO B IS LESS THAN 20 FEET.
 - USE RAMP TYPE 4 WHEN POINT A TO B IS 20 FEET OR LESS.
 - ① MAX. RAMP SLOPE 12:1
 - ② CURB RETURN REQUIRED WHEN UTILITY STRIP IS 4 FEET OR GREATER FOR UTILITY STRIPS LESS THAN 4 FEET; THE AREA IS TO BE SURFACED WITH SIDEWALK WITHIN THE RAMP.
 - ③ 17" EXPANSION JOINT AT BACK OF CURB LINE AND AT SIDEWALK LINE.
 - ④ NO BUMP PERMITTED. SAME SLOPE AS RAMP AND NOT TO EXCEED 1" IN HEIGHT.
 - ⑤ ALL SIDEWALK RAMPS REQUIRE DETECTABLE WARNING.
- ***SEE LOUISVILLE METRO PUBLIC WORKS STANDARD DRAWING (DETECTABLE WARNING SYSTEMS)

4 Suggested Construction Specification for Full-Depth Reclamation

1. GENERAL

1.1 Description. Full-depth reclamation (FDR) with cement, shall consist of pulverizing and mixing existing asphalt pavement and base course material with portland cement, soil and water to produce a dense, hard, cement-treated base. It shall be proportioned, mixed, placed, compacted, and cured in accordance with this specification, and shall conform to the lines, grades, thicknesses, and typical cross sections shown in the plan.

1.2 Caveat. This specification is intended to serve as a guide to format and content for normal FDR construction. Most projects have special features or requirements that should be incorporated in the project documents.

2. MATERIALS

2.1 Recycled Asphalt Pavement (RAP) and Base Material. Shall consist of the existing asphalt pavement, existing base course material and/or subgrade material. The base course and subgrade material shall not contain roots, topsoil, or any material deleterious to its reaction with cement. The particle distribution of the processed material shall be such that 100% passes a 3-inch (75 mm) sieve, at least 95% passes a 2-inch (50 mm) sieve, and at least 55% passes a No. 4 (4.75 mm) sieve.

2.2 Portland Cement. Shall comply with the latest specifications for portland cement (ASTM C 150, ASTM C 1157, or AASHTO M 85) or blended hydraulic cements (ASTM C 595, ASTM C 1157, or AASHTO M 240).

2.3 Water. Shall be free from substances deleterious to the hardening of the cement-treated material.

2.4 Pozzolans. If used, pozzolans including fly ash, slag, and silica fume shall comply with the appropriate specifications (ASTM C 618, AASHTO M 295 for fly ash; ASTM C 989, AASHTO M 302 for slag; and ASTM C 1240 for silica fume).

3. EQUIPMENT

3.1 Description. FDR may be constructed with any machine or combination of machines or equipment that will produce a satisfactory product meeting the requirements for pulverization, cement and water application, mixing, compacting, finishing, and curing as provided in this specification.

3.2 Mixing Methods. Mixing shall be accomplished in place, using single-shaft or multiple-shaft mixers. Agricultural disks or motor graders are not acceptable mixing equipment.

3.3 Cement Proportioning. Cement can be added in a dry or slurry form. If applied in slurry form, the slurry mixer and truck shall be capable of completely dispersing the cement in the water to produce a uniform slurry, and shall continuously agitate the slurry once mixed.

3.4 Application of Water. Water may be applied through the mixer or with water trucks equipped with pressure-spray bars.

3.5 Compaction. The processed material shall be compacted with one or a combination of the following: tamping or grid roller, pneumatic-tire roller, steel-wheel roller, vibratory roller, or vibrating-plate compactor.

4. CONSTRUCTION REQUIREMENTS

4.1 General

4.1.1 Preparation of Subgrade. Before processing begins, the area to be processed shall be graded and shaped to lines and grades as shown in the plans or as directed by the engineer. During this process, any unsuitable soil or material shall be removed and replaced with acceptable material. Any manholes, valve covers, or other buried structures shall be protected from damage prior to processing. The subgrade shall be firm and able to support, without yielding or subsequent settlement, the construction equipment and the compaction of the FDR material. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

4.1.2 Mixing and Placing. FDR processing shall not commence when the soil aggregate or subgrade is frozen, or when the air temperature is below 40°F (4°C). Moisture in the base course material at the time of cement application shall not exceed the quantity that will permit a uniform and intimate mixture of the pulverized asphalt, base material and cement during mixing operations, and shall be within 2% of the optimum moisture content for the processed material at start of compaction.

The operation of cement application, mixing, spreading, compacting, and finishing shall be continuous and completed within 2 hours from the start of mixing. Any processed material that has not been compacted and finished shall not be left undisturbed for longer than 30 minutes.

4.2 Pulverization/Mixing

4.2.1 Preparation. The surface of the pavement prior to mixing shall be at an elevation so that, when mixed with cement and water and recompact to the required density, the final elevation will be as shown in the plans or as directed by the engineer. The material in place and surface conditions shall be approved by the engineer before the next phase of construction is begun.

4.2.2 Scarifying. Before cement is applied, initial pulverization or scarification may be required to the full depth of mixing. Scarification or pre-pulverization is a requirement for the following conditions:

- 1) When the processed material is more than 3% above or below optimum moisture content. When the material is below optimum moisture content, water shall be added. The pre-pulverized material shall be sealed and properly drained at the end of the day or if rain is expected.
- 2) For slurry application of cement, initial scarification shall be done to provide a method to uniformly distribute the slurry over the processed material without excessive runoff or ponding.

4.2.3 Application of Cement. The specified quantity of cement shall be applied uniformly in a manner that minimizes dust and is satisfactory to the engineer. If cement is applied as a slurry, the time from first contact of cement with water to application on the soil shall not exceed 60 minutes. The time from cement placement on the soil to start of mixing shall not exceed 30 minutes.

4.2.4 Mixing. Mixing shall begin as soon as possible after the cement has been spread and shall continue until a uniform mixture is produced. The mixed material shall meet the following gradation conditions:

- 1) The final mixture (bituminous surface, granular base, and subgrade soil) shall be pulverized such that 100% passes the 3-inch (75 mm) sieve, at least 95% passes the 2-in. (50 mm) sieve, and at least 55% passes the No. 4 (4.75 mm) sieve. No more than 50% of the final mixed material shall be made of the existing bituminous material unless approved by the engineer and included in a mixture design. Additional material can be added to the top or from the subgrade to improve the mixture gradation, as long as this material was included in the mixture design.
- 2) The final pulverization test shall be made at the conclusion of mixing operations. Mixing shall be continued until the product is uniform in color, meets gradation requirements, and is at the required moisture content throughout. The entire operation of cement spreading, water application, and mixing shall result in a uniform pulverized asphalt, soil, cement, and water mixture for the full design depth and width.

4.3 Compaction. The processed material shall be uniformly compacted to a minimum of 98% of maximum density based on a moving average of five consecutive tests with no individual test below 96%. Field density of compacted material can be determined by nuclear method in the direct transmission mode (ASTM D 2922, AASHTO T 310), sand cone method (ASTM D 1556, AASHTO T 191), or rubber balloon method (ASTM D 2167). Optimum moisture and maximum density shall be determined prior to start of construction and also in the field during construction by a moisture-density test (ASTM D 558 or AASHTO T 134).

At the start of compaction, the moisture content shall be within 2% of the specified optimum moisture. No section shall be left undisturbed for longer than 30 minutes during compaction operations. All compaction operations shall be completed within 2 hours from start of mixing.

4.4 Finishing. As compaction nears completion, the surface of the FDR material shall be shaped to the specified lines, grades, and cross sections. If necessary or as required by the engineer, the surface shall be lightly scarified or broom-dragged to remove imprints left by equipment or to prevent compaction planes. Compaction shall then be continued until uniform and adequate density is obtained. During the finishing process the surface shall be kept moist by means of water spray devices that will not erode the surface. Compaction and finishing shall be done in such a manner as to produce a dense surface free of compaction planes, cracks, ridges, or loose material. All finishing operations shall be completed within 4 hours from start of mixing.

4.5 Curing. Finished portions of the FDR base that are traveled on by equipment used in constructing an adjoining section shall be protected in such a manner as to prevent equipment from marring or damaging completed work.

After completion of final finishing, the surface shall be cured by application of a bituminous or other approved sealing membrane, or by being kept continuously moist for a period of 7 days with a water spray that will not erode the surface of the FDR base. If curing material is used, it shall be applied as soon as possible, but not later than 24 hours after completing finishing operations. The surface shall be kept continuously moist prior to application of curing material.

For bituminous curing material, the FDR base surface shall be dense, free of all loose and extraneous materials, and shall contain sufficient moisture to prevent excessive penetration of the bituminous material. The bituminous material shall be uniformly applied to the surface of the completed cement-treated material. The exact rate and temperature of application for complete coverage, without undue runoff, shall be specified by the engineer.

Should it be necessary for construction equipment or other traffic to use the bituminous-covered surface before the bituminous material has dried sufficiently to prevent pickup, sufficient sand cover shall be applied before such use.

Sufficient protection from freezing shall be given the cement-treated material for 7 days after its construction or as approved by the engineer.

4.6 Traffic. Completed portions of FDR base can be opened immediately to low-speed local traffic and to construction equipment, provided the curing material or moist curing operations are not impaired, and provided the FDR base is sufficiently stable to withstand marring or permanent deformation. The section can be opened up to all traffic after the FDR base has received a curing compound or subsequent surface and is sufficiently stable to withstand marring or permanent deformation. If continuous moist curing is employed in lieu of a curing compound or subsequent surfacing within 7 days, the FDR base can be opened to all traffic after the 7-day moist curing period, provided the FDR base has hardened sufficiently to prevent marring or permanent deformation.

4.7 Surfacing. Subsequent pavement layers (asphalt, chip-seal, or concrete) can be placed any time after finishing, as long as the soil-cement is sufficiently stable to support the required construction equipment without marring or permanent distortion of the surface.

4.8 Maintenance. The contractor shall maintain the cement-treated material in good condition until all work is completed and accepted. Such maintenance shall be done by the contractor at his own expense.

Maintenance shall include immediate repairs of any defects that may occur. If it is necessary to replace any processed material, the replacement shall be for the full depth, with vertical cuts, using either cement-treated material or concrete. No skin patches will be permitted.

5. INSPECTION AND TESTING

5.1 Description. The engineer, with the assistance and cooperation of the contractor, shall make such inspections and tests as deemed necessary to ensure the conformance of the work to the contract documents. These inspections and tests may include, but shall not be limited to:

- 1) Obtaining test samples of the cement-treated material and its individual components at all stages of processing and after completion.
- 2) Observing the operation of all equipment used on the work. Only those materials, machines, and methods meeting the requirements of the contract documents shall be used unless otherwise approved by the engineer.

All testing of processed material or its individual components, unless otherwise provided specifically in the contract documents, shall be in accordance with the latest applicable ASTM or AASHTO specifications in effect as of the date of advertisement for bids on the project.

6. MEASUREMENT AND PAYMENT

6.1 Measurement. This work will be measured:

- 1) In square yards (meters) of completed and accepted FDR base course as determined by the specified lines, grades, and cross sections shown on the plans.
- 2) In tons (tonnes) or cwt of cement incorporated into the FDR base course in accordance with the instructions of the engineer.

6.2 Payment. This work will be paid for at the contract unit price per square yard (meter) of FDR base course and at the contract unit price per ton (tonne) or cwt of cement furnished, multiplied by the quantities obtained in accordance with Section 6.1. Such payment shall constitute full reimbursement for all work necessary to complete the FDR base course, including watering, curing, inspection and testing assistance, and all other incidental operations.