



Campbell County Fiscal Court  
1098 Monmouth Street, Newport, KY 41071

**Invitation to Bid**

**I. Bid Information**

A. Bid Request: ELR 72 CULVERT REPLACEMENT – DODSWORTH LANE  
Bid Posted October 30, 2020

B. Department: Road

C. Bid opening: November 18, 2020 at 1:00 PM

This bid will be recorded and the bid tabulation results will be posted at <http://www.campbellcountyky.gov> on the Bids and Opportunities page as allowed under KRS 45A.365.

D. Location of Open: Campbell County Administration Building – Recorded, DO NOT ATTEND  
For the safety of our citizens, vendors, and staff results will be posted as listed in Item C above. Please read Section II, J for more details.

E. Bidder Information:

Bidders Name \_\_\_\_\_

Signature \_\_\_\_\_

Firm/Company \_\_\_\_\_

Firm/Co. Address \_\_\_\_\_

Firm/Co. Phone \_\_\_\_\_

Firm/Co. Email \_\_\_\_\_

**II. Instructions to Bidders – Terms and Conditions**

The Campbell County Fiscal Court will accept bids for the culvert replacement project on Dodsworth Lane until 1:00 PM on November 18, 2020.

**A. Authority**

1. This Invitation for Bids is issued in accordance with applicable provisions of the Campbell County Administrative Code Chapter 4 Purchasing and Contracts.
2. This is not an order. Please read all instructions, terms, and conditions carefully.

**B. Transmission**

1. Bids should be submitted in a sealed envelope addressed to Campbell County Finance, 1098 Monmouth Street, Suite 322, Newport, KY 41071 via mail or third-party package delivery.
2. The envelope must be clearly marked with the bid title.
3. Bids will be received at the CCFC Finance department via mail or package delivery until the date specified. For public safety, we ask that you please do not hand deliver bids at this time. Please contact us at 859-547-1825 with any questions.
4. Late bids, those not clearly marked, or those that do not follow the instructions will not be accepted.
5. Campbell County Fiscal Court will not be held responsible for any premature opening or failure to open any bid not properly addressed and identified as stated above.

**C. Instructions**

1. Bid forms must be signed in ink.
2. One original and one copy of the bid must be submitted. Keep a copy of the bid for your records.
3. A list of qualifications and a minimum of three reference are required. Please refer to Section VII.
4. Bidders should verify their bids before submission. Errors in preparing the submission confers no right of withdrawal or modification after open.
5. Bidders are responsible for all costs associated with the preparation of response to the invitation for bids. Campbell County is not liable for any costs incurred by bidders in their response to this request.
6. A pre-bid or pre-award visit to bidder may be required at the discretion of the Owner.

**D. Pricing**

1. Firm prices are required.
2. All prices quoted must be F.O.B. destination shown in shipping instructions on specification.
3. Insert time discounts, if any. Time discounts will not be a factor in award determination.
4. Quotations must be submitted on the bid price sheet indicating unit price, total extension of each item, and grand total of bid.
5. Unit prices should be based on the bid specification instructions. Please direct questions to the County at 859-547-1825 prior to submitting a bid.
6. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price must be net.
7. CCFC is KY sales and use tax exempt. Do not include sales tax in any pricing.

**E. Warranty**

The selected Bidder shall provide warranty on any services and materials found to be defective or faulty due to imperfect or bad workmanship/materials within one year from the date of completion at no additional cost to the County. This warranty does not change or void any warranties expressed or implied to which the purchase is subject.

**F. Regulatory Compliance**

1. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Campbell County Fiscal Court any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the

contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Campbell County Fiscal Court contracts for a period of two (2) years.

2. All bidders must possess all federal, state, and local qualifications licenses to provide products or services in Campbell County, the Commonwealth of Kentucky, and the United States. **Please note: Insurance requirements, as indicated in the bid specifications must be met by the awarded bidder.**
  - a. Including, but not limited to
    - i. Business license issued by the Occupational License Department of Campbell County (see attached application)
    - ii. Hazardous Communication Program (OSHA)
    - iii. Workers' Compensation Certificate
    - iv. Liability Insurance
    - v. Listed on current KYTC list of pre-approved bidders
    - vi. **Must be prequalified with the Kentucky Transportation Cabinet (KYTC) for the following work items: Culvert Repair (I15) and/or Bridges Not More than 70 ft. Clear Span (E1).**
3. Successful bidder shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations promulgated therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the successful bidder shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.
4. The scoring of this bid is subject to reciprocal preference for Kentucky resident bidders. Bidders not claiming resident bidder status need not submit the corresponding affidavit.

#### **G. Bonds**

1. Bid bonds, performance bonds, and payment bonds as prescribed by KRS 45A.430, 435, 440 are required for any bids/proposals that exceed \$99,999. Each bid, or the combination of submitted bids, over \$99,999 must be accompanied by a 10% bid bond of the grand total of the bid. The bid bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the bid bond will be returned. The successful bidder will be required to post a performance bond in the amount of 100% of the bid if awarded a contract over \$99,999. Bonding and surety requirements may vary by project/commodity. Please contact Owner for more information.

#### **H. Reserved Rights**

1. Campbell County Fiscal Court reserves the right to reject any or all bids, including without limitations the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional bids, to waive formalities, and to reject the bid of any Bidder if CCFC believes that it would not be in the best interest of Campbell County Fiscal Court to make an award to that Bidder. CCFC also reserves the right to negotiate with the apparent qualified Bidder to such an extent as may be determined by Campbell County Fiscal Court.
2. CCFC reserves the right of renewal for any service and maintenance contracts that may be needed for a minimum of two (2) one (1) year periods.
3. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the

option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder

4. In the event the successful bidder fails to complete the project by the completion date and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of 1% per project per calendar day.
5. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

**I. Award**

It is the intent of Campbell County Fiscal Court to award a contract to the lowest responsible bidder meeting specifications. CCFC reserves the right to determine the lowest responsible bid/offer in any way determined to be in the best interests of Campbell County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

**J. COVID-19 Bidding Procedures**

1. KRS 45A.365 allows for electronic posting of required bid information such as the amount of a bid and the name of the bidder. The current local, state, and federally declared public health emergency has necessitated electronic methods be used to ensure social distancing recommendations for public health.
2. Bid openings will be held in an audience of three employees of the Campbell County Fiscal Court. These openings will be recorded and recordings will be available via open records request.
3. Bid tabulations will be posted to the County website under “Opportunities and Bids” free for public view. These results can also be requested from Laura Lewis at [LLewis@campbellcounty.gov](mailto:LLewis@campbellcounty.gov) or 859-547-1825.
4. Please ensure your bid documents will be received by the bid open deadline. Bid documents will only be received by US mail or third-party package delivery due to social distancing guidelines.
5. These guidelines have been enacted for bidder, employee and public safety according to social distancing guidelines issued at the local, state, and federal level.

**CAMPBELL COUNTY FISCAL COURT  
ROAD DEPARTMENT  
LEGAL NOTICE**

Sealed proposals will be received at the Office of the County Treasurer, Campbell County Administration Building, 1098 Monmouth Street, Suite 323, Newport, Kentucky 41071, until **1:00 PM** local time on **NOVEMBER 18, 2020**, for furnishing all labor, materials, and equipment necessary to complete project known as:

**ELR 72 CULVERT REPLACEMENT – DODSWORTH LANE**

**COMPLETION DATE: TUESDAY, JUNE 1, 2021**

Bid opening will be held in the Finance office suite 322, and a video recording will be made. Bid tabulation results will be available publicly on the Campbell County website.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of Fifty-five Dollars (\$55.00) mailed. Documents may be ordered by registering and paying for the documents online at <https://bids.ctconsultants.com>. Please contact [planroom@ctconsultants.com](mailto:planroom@ctconsultants.com). or call 440-530-2395 if you encounter any problems registering or paying for the documents.

The bid specifications, drawings, planholders list, addenda, and other bid information, with exception of Bid Forms, may be viewed and/or downloaded for free via the internet at [bids.ctconsultants.com](https://bids.ctconsultants.com). The bidder shall be responsible to check for Addenda and obtain same from the web site.

Each bidder is required to submit with his proposal a bid bond in the amount of ten percent (10%) of the base bid or certified check equal in amount to ten percent (10%) of the base bid. The bidder to whom the contract is awarded will be required to furnish a surety bond in an amount equal to one-hundred percent (100%) of the contract amount. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Kentucky to provide said surety.

The successful bidder will be required to have a current occupational license in Campbell County before the Contract will be awarded and must be prequalified with the Kentucky Transportation Cabinet (KYTC) for the following work items: Culvert Repair (I15) and/or Bridges Not More than 70 ft. Clear Span (E1).

The County reserves the right to waive irregularities and to reject any or all bids.

The County shall authorize acceptance of the bid made by the responsible bidder who, in County's judgment, offers the best and most responsive proposal, considering quality, service, performance record, and price; or County may direct the rejection of all bids. The County may award based on "functional equivalence" concerning specified work or products.

Publishing Date: **CAMPBELL COUNTY WEBSITE – FRIDAY, OCTOBER 30, 2020**

**III. Bid Specifications**

Final Completion Date: June 1, 2021

**NOTE: All invoice to Owner by June 10, 2021 for project closeout in FY 2021. Additionally, Work shall start on or after March 1, 2021.**

In general, unless specifically set forth herein, the work, materials, and methods of measurement and payment shall conform to the applicable divisions and paragraphs (as noted on the Bid Proposal or in the plans) of the most current edition of the:

**Commonwealth of Kentucky  
Transportation Cabinet  
Department of Highways, Frankfort**

Standard Specifications  
For Road and Bridge Construction

**INSURANCE**

The Contractor shall not commence Work under the Contract until it has obtained all insurance required under this paragraph. The policies shall also protect the Owner, its officers, agents, and employees as additional insured, and shall be in a form approved by the Owner. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed Contract and must be submitted before the Notice to Proceed will be sent. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky.

During the term of the Contract, the Contractor will agree to provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the Owner before Work is commenced. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the Owner. The Contractor shall provide all insurance required by this Contract.

Required Insurance: The Contractor shall take out, and maintain during the life of the Contract, Comprehensive General Liability Insurance, Automobile Liability Insurance and an Excess Liability Umbrella Form. Such policies shall protect the Contractor and the Owner from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of any and all Work under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them or in any such manner as would impose liability on the Owner. The **minimum** required limits for each type of policy are as follows:

- A. Comprehensive General Liability:
  - (1) General Aggregate \$1,000,000
  - (2) Bodily Injury/Wrongful Death \$1,000,000 per person  
\$1,000,000 per occurrence  
\$2,000,000 aggregate liability
  - (3) Property Damage\* \$1,000,000 per occurrence

\$2,000,000 aggregate liability

- B. Comprehensive Automobile Liability:
  - (1) Bodily Injury/Wrongful Death \$1,000,000 per occurrence  
\$1,000,000 aggregate liability
  - (2) Property Damage\* \$1,000,000 per occurrence  
\$1,000,000 aggregate liability

\*Including any damage caused by blasting or underground excavation.

- C. Excess Liability Umbrella Form:
  - (1) General Aggregate \$3,000,000
  - (2) Each Occurrence \$1,000,000

Owner's Protective Liability Insurance: The Contractor shall take out, and maintain during the life of the Contract, an Owner's Protective Liability Insurance policy in the name of the Owner. The primary insurance policy shall not be less than a minimum combined single limit of \$1,000,000. In addition, a \$1,000,000 excess policy will be required. The policy shall protect the Owner from any claims or damages that may arise out of or result from the performance of any Work or from any operations, either directly or indirectly, by the Contractor or its subcontractors under the Contract.

Subcontractor's Insurance: The Contractor shall require subcontractors not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor.

Workers' Compensation Insurance: Before any Work is commenced, the Contractor shall take out, and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees, in accordance with the laws of the State of Kentucky. In case any Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide Employee Liability Insurance for any such employees, and shall provide or cause each subcontractor to provide the same.

**ITEMS 105.07 / 107.15 - COOPERATION WITH UTILITIES**

All portions of Item 105.07 and Item 107.15 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction shall apply.

At least two (2) working days prior to commencing construction operations in an area which may involve underground utility facilities as shown on the plans, the Contractor shall notify the Engineer, the registered utility protection service, and the owners of each underground utility facility not members of the registered utility protection service.

The existing underground utilities are shown as accurately as possible on the plans, based on information available. The owner and/or the Engineer do not assume any liability for location of these underground utility

service lines. Any utility services damaged that were previously marked in the field shall be replaced at the Contractor's expense.

Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before he starts to lay the proposed conduit, in order to assure compatibility with line and grade of the proposed conduit. Payment for all operations described above shall be included in the unit price bid for the pertinent conduit item.

The Contractor shall adjust or arrange with utility company to adjust to proposed grade all existing utility facilities, i.e., manholes, catch basins, valves, boxes, etc., prior to the commencement of paving operations. This shall include utility facilities not shown on the plans, which may be found to be located within the pavement area. Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility company and shall be performed under the direction, supervision, and inspection of said company.

### **COORDINATION WITH UTILITIES**

Coordination of work schedules with affected utilities will be required. Upon the contract award, the coordination of all necessary relocations or adjustment of all utility facilities become the responsibility of the Contractor.

### **ITEM 106 - CONTROL OF MATERIAL**

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of proper quality and sufficient for the purpose contemplated. The Contractor shall furnish, if so required, satisfactory evidence as to type and quality of materials and workmanship.

All items of equipment and/or material proposed by the Contractor for substitutions must be approved by the Engineer in writing and shall be equal or superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the total expense of said revisions shall be paid by the Contractor.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the plans and specifications.

### **ITEM 106.08 - STORAGE OF MATERIALS**

The Contractor shall obtain prior approval in writing from the Owner for the locations to be used for the temporary storage of construction materials, tools, and/or machinery. All such materials, tools, and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered. All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with warning lights and reflective sheeting at nighttime and weekends to alert traffic of such obstructions.



#### **ITEM 108.02 - PRECONSTRUCTION CONFERENCE**

Prior to the commencement of construction activities, the Engineer will arrange a meeting between the Contractor, the representatives of the Owner, and the representatives of each of the utility companies. The time, date, and location of said meeting will be determined after the awarding of the contract, and the parties will be notified by the Engineer.

The agenda for the preconstruction meeting shall include the following items:

1. Announcement of Award
2. Utility Company Requirements
3. Designation of Emergency 24-hour Contractor Contacts
4. Discussion of Critical Plan Items
5. Review of Testing and Inspection Procedures
6. Operations Schedule
7. Listing of Haul Roads
8. Identification of Subcontractors
9. Review of Change Order Process
10. Payment Request Submittal Procedure

The Contractor shall coordinate all work with the Engineer. A detailed schedule of operations shall be furnished by the Contractor to the Engineer at the preconstruction meeting and shall list the order of operations and the time frame for the completion of each item of work. The schedule of operations shall be approved by the Engineer and the Owner in writing prior to the beginning of the work. Changes to said schedule are to be issued in writing and approved by the Engineer and the Owner before operations are changed or rescheduled. No payment will be made to the Contractor while he is delinquent in the submission of a progress schedule.

The Contractor shall supply to the Engineer at the preconstruction meeting, a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the job site. Only the local roads in the vicinity of the project have to be listed; state and/or federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restrictions, such as height or weight restrictions, which may be applicable along said roads. Construction shall not commence until the Engineer and/or Owner has reviewed the haul road list and approved the haul roads in writing.

The submission of the list to and the review and approval of the list by the Engineer do not relieve the Contractor of the responsibility for the conforming to and the obeying of all applicable height and weight restrictions on the haul roads and of the responsibility for any damage done to and/or along said haul roads. The Contractor is referred to Item 105.10 concerning load restrictions.

#### **ITEM 107.04 - PERMITS, LICENSES AND TAXES**

The Contractor shall insure that all required notices are given and all permits acquired before the commencement of work. The Engineer will discuss any special permits required for this project at the preconstruction meeting.

#### **ITEM 107.14 - CONTRACTOR'S RESPONSIBILITY FOR WORK**

It shall be the responsibility of the Contractor to perform his work in such a manner as not to damage or destroy any existing feature (i.e., existing inlets, conduits, etc.), which is not marked for replacement or removal. The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs or structures not specifically marked for removal or relocation within the work limits. In some instances, the Contractor will be required to excavate under and around the existing utilities. Extreme care should be used not to damage the utility during this operation. The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use. The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas which are attributable to the failure of the improved area, i.e., the tracking of materials into unimproved areas. The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas. Where the Engineer and/or the Owner determine that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation will be due to the Contractor for any such repairs as described above.

#### **ITEM 201 – STAKING**

On this project, the Owner shall provide one-time Construction layout for the improvements indicated in the plans. This shall include:

- Wingwall offset grade stakes,
- Centerline offset grade stakes,
- Culvert endpoints
- A Project Benchmark (location determined by the Contractor).

Staking will occur at one time and shall not occur on separate instances. Any additional staking shall be the cost of the Contractor and shall be considered incidental.

#### **ITEMS 202 / 203 REMOVALS**

When a bid item is to include the cost of removal of a classified or unclassified material, it shall be the responsibility of the Contractor to verify in the field the type of material and the thickness of the material to be removed prior to submitting his bid. No additional allowance will be due the Contractor for added expense of removals due to unknown materials or thickness.

#### **ITEMS 202 / 203 - DEBRIS REMOVAL**

The Contractor will be responsible for removal of all construction debris from the site. All debris shall be disposed of in a proper manner and shall be as directed by all applicable local, state, or federal regulations.

### **ITEM 206 / 207 / 302 / 701 - TESTING OF COMPACTED MATERIALS**

Compaction testing of embankment, granular backfill, and/or subgrade shall be done by an independent qualified testing laboratory under a contract with the Contractor. Testing shall be done in the presence of the Engineer at locations specified by the Engineer and shall meet standards as specified in Items 206, 207, 302 and 701.

### **ITEM 212 - SEEDING AND PROTECTION**

All grass areas disturbed by construction shall be restored by seeding and mulching as per Item 212.03. The cost of this work shall be incidental to the Contract.

The Engineer shall determine all areas requiring seeding, mulching and fertilizer pertinent to this contract.

### **ITEM 212 - COMMERCIAL FERTILIZING**

All areas to be seeded and mulched under Item 212.03 shall have commercial fertilizer (12-12-12) applied to the rate of 20 pounds per 1000 square feet, the cost of which shall be incidental to the contract.

### **ITEM 212 / 213 - EROSION CONTROL AND WATER POLLUTION CONTROL**

The Contractor shall take extreme care to prevent unnecessary erosion, water pollution and siltation at all points of the project. Temporary seeding and mulching, straw bales, slope drains, etc., shall be used as necessary or as directed by the Engineer. The cost of all temporary erosion control measures shall be incidental to the contract.

### **TESTING OF CONSTRUCTION MATERIALS**

Portland Cement Concrete: All portland cement concrete work shall be tested by an independent testing laboratory. The independent testing laboratory shall secure a random sample from each 50 yards of concrete delivered to the job site. A minimum of one sample shall be made each day that concrete work is performed. One sample consists of four specimens. Four specimens shall be molded by the testing laboratory and cured from each sample, in accordance with ASTM C 172. Cylinders shall then be tested in accordance with ASTM C39. One (1) specimen shall be tested at 7 days for information, and two (2) specimens shall be tested at 28 days for acceptance. The acceptance test results shall be the average strength of the two specimens tested at 28 days. The fourth cylinder shall be tested at 56 days only if the 28-day test results do not meet specifications.

Using ASTM C 143, the testing agency shall determine the slump of the concrete for each sample, and also whenever the consistency of the concrete appears to vary. The agency shall also determine the air content of the concrete for each sample, in accordance with either ASTM C 231, ASTM C 173, or ASTM C 138.

The agency shall report all test and inspection results to the Engineer, Contractor, and concrete supplier in writing one working day after the work is performed. All test reports shall include the exact location in the work at which the batch represented by a sample was deposited. Reports of strength tests shall include detailed information on storage and curing of specimens prior to testing.

All concrete work not meeting the specifications as listed in Item 501 and 601 shall be removed immediately and replaced in an acceptable manner with no additional compensation to the Contractor, unless provisions for an extended guarantee are provided herein.

Asphalt Concrete: Item 403 Asphalt Materials shall be plant inspected by an independent testing company; and tickets shall be stamped with the inspector's seal, indicating that material shipped to the job site meets the requirements of the specifications.

Seven (7) days prior to commencement of construction, the Contractor shall submit to the Engineer a list of two (2) or three (3) proposed, accredited testing firms. The Engineer shall then select from the submitted list the name of the firm which is to be responsible for all of the required testing.

The Contractor is responsible for notifying the testing agency 24 hours prior to starting work requiring material testing. If the Contractor fails to provide testing as per any of the above requirements, he will be required to stop work until proper arrangements have been made with the testing agency.

The testing agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirement of the contract documents, nor to approve or accept any portion of the work.

The Contractor shall include the cost of all required tests in the unit price bid for the pertinent item and no separate compensation is to be made for said testing.

#### **ITEM 601 - CONCRETE - GENERAL**

All concrete for roadway paving, curbs, sidewalks, drive aprons, steps and headwalls shall have a minimum of 5 percent entrained air and a maximum of 8 percent entrained air. For each sample, the average strength of the 7-day and the two 28-day tests shall equal or exceed 4000 psi, and no individual strength test shall fall below 3500 psi.

If the averages of all sets of three consecutive strength test results meet the following strengths, an extended guarantee will be required on all concrete work.

- a) 3500 psi to 3799 psi - 3 year guarantee
- b) 3800 psi to 3999 psi - 2 year guarantee

#### **ITEM 701 - RESTORATION OF AREAS DISTURBED BY DRAINAGE FACILITIES**

Soil areas disturbed by construction of underdrains, trench drains, conduits, catch basins or other drainage facilities shall be regraded to drain properly and then restored with top soil, seeding and mulching. The cost of restoration of these soil areas is to be included in the unit price bid for the pertinent drainage item.

Pavement areas (including walks, drives, curbs, etc.) disturbed by the construction of the drainage facilities will be restored as per the applicable asphalt pavement repair detail or the concrete pavement detail. Payment for the restoration of these areas will be at the unit price bid for the pertinent pavement item.

### **ITEM 701 REMOVAL OF WATER**

The Contractor shall keep all excavations free from water while the excavation for or the construction of conduits is in progress; shall build all dams, bulkheads, underdrains, sumps, and other work necessary for this purpose; and shall provide and keep the excavation dry and free from water at all times.

The Contractor shall provide for the disposal of all water removed from the excavations in such manner as to prevent injury to the public, the public health, public or private property, or to any portion of the work completed or in progress, or the surface of the streets, and to prevent any inconvenience to the public. No ground and/or surface water shall be diverted into existing sanitary sewers. No conduits shall be laid or built in water, and waste shall not be allowed to flow over to rise upon any concrete, brick masonry or conduit until the work has been observed and has set for at least twenty-four (24) hours.

The flow of water in all existing sewers, drains, gutters, or watercourses encountered during the construction period shall be adequately maintained by the Contractor at his expense.

### **ITEM 701 - TESTS**

#### **Materials**

The Contractor shall submit to the Engineer test reports for materials supplied to be used in the construction whenever the Engineer has not received certified letters from material suppliers that materials meet the specifications called for, or there is visible evidence on the work site that the materials do not conform to the visual inspection section of the specifications called for.

The test reports shall be based upon standard methods of testing as called for in the materials specifications and as set forth by the American Society for Testing Materials (ASTM). The testing shall be done at a laboratory approved by the Engineer.

All materials shall conform to SD1 Specifications; Sections 15051, 15061 and 15067.

### **ITEM 703 - SLOPE AND CHANNEL PROTECTION**

Item 703 is provided in the plans for erosion control. Rock or turf of a stable nature will not be removed in order to place any of these items. The Engineer shall check and non-perform quantities or adjust locations and quantities for this item as warranted by field conditions during construction.

## **ELECTRIC UTILITY NOTES**

### **DUKE ENERGY**

1. **DANGER** - Contractor shall contact the company prior to excavation in vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.
  - (A) For Field Inspector to locate underground electric line, in Ohio call "Ohio Utilities Protection Service" at 1-800-362-2764, and in Kentucky call "Kentucky Underground Protection Service (KUPS)" at 1-800-752-6007 (at least 48 hours in advance), excluding hours Sat., Sun., and State Legal Holidays.
  - (B) For notification of construction activity near energized electric facilities, call Mr. Bob Schroeder, 287-3426.
  - (C) For additional underground electric record information, call 287-2454.
  - (D) For electric engineering notification, agreements and correspondence, address to Mr. James Dugan, Central Accounting Marketing Section, Duke Energy, P. O. Box 960, Cincinnati, Ohio 45202-0960.
2. Contractor shall be responsible for all damages to electric facilities during construction.
3. Electric facilities to be kept in service at all times.
4. Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.
  - A. Where high pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.
  - B. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
  - C. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
  - D. Where the depth of excavation for the proposed work is greater than five (5) feet, the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
  - E. All damage to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's cost.
5. Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

**NOTE:** Should Contractor damage electric facilities, Contractor shall immediately notify the Electric Service Desk through the Company Operator (381-2000). Contractor shall keep everyone clear of damaged electric facilities until company personnel arrive at the work site.

## **GAS FACILITY NOTES DUKE ENERGY COMPANY**

### **Gas Facility Notes**

- I. For Gas Engineering Notification, agreements, and official correspondence, address to:  
  
Duke Energy  
139 East Fourth Street  
P.O. Box 960, Room 460-A  
Cincinnati, Ohio 45202
- II. The gas main information provided shows the approximate locations and depths of cover and is provided to comply with statutory regulations. This information should be used only for planning, not construction.
- III. All gas main depths of cover noted are approximate depths of cover recorded at the time of installation. Any resulting grade changes since the time of the main installation will cause the existing depth of cover to be different. Extreme care must be taken to ensure safe excavation when approaching known or suspected gas facilities.
- IV. All gas services were installed at a minimum of 1'-6" of cover. See item III above.
- V. For additional gas facility record information, call 1-800-372-7612.
- VI. To comply with federal and state regulations concerning damage prevention programs, the utility companies must be contacted at least 48 hours (two working days) prior to excavation by calling the OHIO UTILITIES PROTECTION SERVICE (OUPS), toll free, at 1-800-362-2764.

### **Construction Notes**

- I. Gas facilities are to be kept in service at all times.
- II. The Contractor shall be responsible for all damages to gas facilities during or as a result of the Contractor's construction. All damage to gas facilities requiring adjustments, relocations and/or repairs will be made at the Contractor's cost.

The Contractor shall sheet and shore all excavations as required to continuously support gas facilities within the zone of influence (as determined by the natural angle of repose of the soil).

- IV. Crossing buried gas facilities with heavy construction equipment may cause damage to the gas facilities. Contact the Duke Energy Gas Engineering Department for details on how to protect the gas facilities from damage.
- V. The Contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any maintenance and/or adjustments that may be required.
- VI. The Contractor is responsible for preventing any damage to our gas facilities. This includes protection of coatings and wrappings on steel gas mains. It also includes any damage with may have occurred to plastic gas mains, such as crimps or gouges.
- VII. When cast iron or similar gas facilities are exposed or interfered with by the Contractor, replacement or reinforcement by Duke Energy may be required at the Contractor's expense. Backfill with control low strength material will be required.
- VIII. Blasting or other construction procedures which may transmit loads or vibrations in the vicinity of gas facilities must be approved by Duke Energy Gas Engineering Department. A blasting plan, identifying all pertinent information, must be submitted in writing by a blasting expert prior to any work.

**Proposed Developments at Gas R/W & Easements (If Applicable)**

- I. Proposed development plans around and near gas facilities within private easements must be submitted to Duke Energy Gas Engineering Dept. for review. These plans must be approved before any work may begin within our easements.
- II. Specified easement widths must be maintained in order for Duke Energy to protect its facilities.
- III. No permanent structures may be built within the easements.
- IV. Cuts and fills are generally not permitted within the easements. Some fills may be allowed, and will be reviewed on an individual basis. Any permitted fills will be limited to an amount which will allow Duke Energy to properly maintain its facilities.
- V. Perpendicular utility crossings of gas easements are acceptable, provided proper clearances are maintained. Parallel installations are normally not allowed.



## **SANITARY SEWER NOTES**

Sanitary sewer and/or combination sewer items are to be constructed in accordance with the provisions of the Sanitation District No. 1, and under the direction, supervision and inspection of the Sanitation District No. 1. Sanitation sewer items are to be constructed in accordance with the provisions of the Kentucky 2000 Transportation Cabinet / Department of Highways, Standard Specifications for Road and Bridge Construction, dated January 1, 2000, and any supplements or changes thereto.

The Contractor shall supply separate bid items for raising manholes using manhole adjustment rings and for using brick and mortar. If only one bid item is received, the Contractor shall raise all manholes with brick and mortar. Sewer manhole adjustment prior to machine paving shall be done in accordance with the Sanitation District No. 1 Rules and Regulations.

In the event that manhole adjusting rings cannot be used on sanitary and/or storm sewer manholes, the Contractor shall be required to use brick masonry and to adjust manholes to grade. Stacking of adjusting rings shall not be permitted. Substandard or damaged manhole casting shall be replaced with standard casting.

IV. **Bid Price Sheet**

# **BID FORMS**

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Legal Notice.