

CONTRACT DOCUMENTS

FOR

WILDER ROAD STRUCTURAL REPAIR

March 1st, 2017

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

Project Description:

The scope of the work is to maintain local access to Wilder Road while removing and replacing the low water crossing located 35 feet West of the intersection of KY 1392.

SPENCER



Kentucky

Civil Engineers

Qk4

1046 East Chestnut Street
Louisville, Kentucky 40204

INVITATION TO BID

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

Spencer County Fiscal Court will receive sealed bids from qualified contractors for the furnishing of all labor, materials and the performance of all work required for the removal and replacement of the low water crossing at Wilder Road beginning at approximately 35 feet West of KY 1392, low water crossing over Grays Run. The work shall include the restoration of the asphalt pavement. In order to be considered for qualification by Spencer County Fiscal Court, Contractors and Subcontractors must provide work history on similar projects, including contact information for verification of past performance upon request. This project will require that a bond be posted for the work.

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

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

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

Any questions during bidding shall be directed in writing to:

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

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

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

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

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

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

Construction work shall be completed prior to **September 30th, 2017**.

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

Bid Evaluation shall be based upon the following:

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

Lowest Responsive Bid

100%

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

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

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

1.1 SCOPE OF WORK

The scope of the work is:

- Create temporary access for Wilder Road local traffic.
- Remove and replace low water crossing.

The work shall include restoration of the roadway pavement. The location is Wilder Road beginning at approximately 35 feet West of KY 1392, low water crossing over Grays Run.

1.2 GENERAL NOTES

PROCEDURES

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

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

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and _____ collect the deductible from the insured."

5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE.

The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board. The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

1.21 WORK LIMITS

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

1.22 STORAGE AREAS

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

1.23 CLEANING

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

1.24 SPECIFICATIONS

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

1.25 ASPHALT MIXTURE

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

1.3 KYTC STANDARD DRAWINGS APPLICABLE TO PROJECT

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

1.4 SPECIAL NOTES APPLICABLE TO PROJECT

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

SPECIAL NOTE FOR EROSION AND SEDIMENT CONTROL & RESTORATION
SPECIAL NOTE FOR SCOPE OF WORK
SPECIAL NOTE FOR LOW WATER CROSSING
SPECIAL NOTE FOR TEMPORARY STREAM DIVERSION

1.4.1 SPECIAL NOTES FOR UTILITY CONSTRUCTION

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

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

SPECIAL NOTE UTILITIES BEFORE YOU DIG

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

COORDINATION WITH UTILITY FACILITY OWNERS

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

unavoidable the Roadway Contractor will coordinate any necessary relocation work with the facility owner.

1.5 SPECIFIED COMPLETION DATE

The completion date established for this contract is **September 30th, 2017**

1.6 TRAFFIC CONTROL PLAN

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

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

2.1 ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS:

2.1.1 UNIT BID PRICE

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL SUMMARY				
1	GRANULAR EMBANKMENT	266.67	CY		
2	STREAM DIVERSION	1	LS		
3	CONCRETE FORMLINER	60	SF		
4	BORE HARD PAVED ROADWAY	40	LF		
5	FLOWABLE FILL	8.33	CY		
6	REMOVE CONCRETE MASONRY	10	CY		
7	CRUSHED STONE BASE	28.8	TON		
8	CONCRETE FORMLINER	540	SF		
9	CONCRETE CLASS AA	10	CY		
10	EXCAVATION	185.19	CY		
11	CYCLOPEAN STONE RIP RAP	14.23	TON		

2.1.2 PROPOSAL ADDENDA

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

2.1.3 EXTRA WORK

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

2.1.4 SIGN CONTRACT

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

2.1.5 SUBCONTRACTOR LISTING

Bidder agrees to employ the following listed subcontractors for the following enumerated classes of work (if subcontractor will perform the listed work) and not to alter or add to such list without written consent of the Owner. If Contractor will perform the work, list as "Self Perform."

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

2.1.6 LIQUIDATED DAMAGES

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

2.1.8 Kentucky Division of Water Permits

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

AGREEMENT FORM

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

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

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

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

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

OWNER

BY

Witness to Signature of
Party of the First Part

Party of the First Part

CONTRACTOR

Witness to Signature of
Party of the Second Part

BY

Party of the Second Part

3.2

Provisions Relative to KRS 45A.485

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

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

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

3.4

CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: SPENCER

PROJECT NAME: WILDER ROAD STRUCTURAL REPAIR

I, _____, _____,
(Name of Officer or Authorized Agent) (Title)
under penalty of perjury under the laws of the United States, do hereby certify that,
except as noted below,

KYTC PSE Branch

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

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

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

Exceptions:

(Signature)

(Title)

3.5

CERTIFICATION OF PERFORMANCE

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

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

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

(Name of Officer or Authorized Agent)

(Title)

(Signature)

Date:

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

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

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

3.6

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS **PAGE 1 OF 2**

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

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

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

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

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

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

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

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
PAGE 2 OF 2

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

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

Signature	Printed Name
Title	Date

Appendix A

SPECIAL NOTES

**SPECIAL NOTE FOR EROSION PREVENTION AND
SEDIMENT CONTROL & RESTORATION
WILDER ROAD STRUCTURAL REPAIR
SPENCER COUNTY FISCAL COURT**

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

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

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

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

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

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

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

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

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

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

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

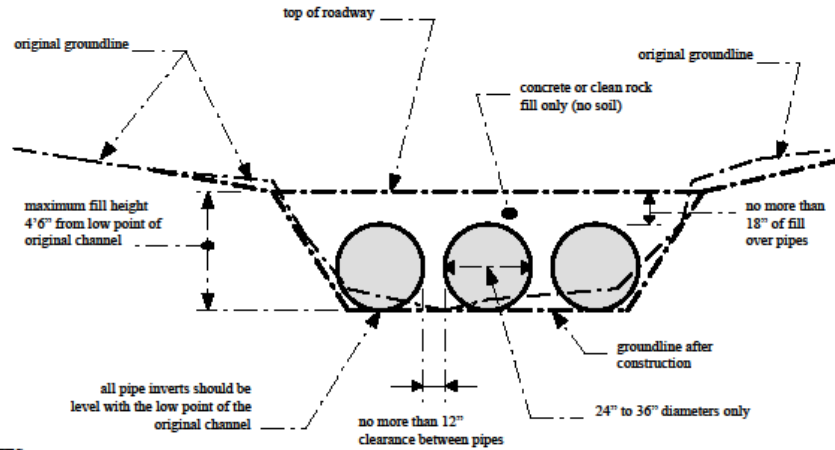
**SPECIAL NOTE FOR SCOPE OF WORK
WILDER ROAD STRUCTURAL REPAIR
SPENCER COUNTY FISCAL COURT**

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

- Set diversionary road measuring approximately 50FT x 10FT x 10FT= $5,000/27 = 185.19 \times 1.44 = 266.67T$
- Install and Remove items necessary for bypass pumping (see special note).
- Install form liner at outlet side of facility measuring 30FT x 2FT = 60SF
- Bore total of 10 holes at 4FT deep for pumping of flowable fill for 40FT
- Pump flowable fill bores to fill an average area measuring 18FT x 25FT x 0.5FT = $225/27 = 8.33CY$
- Excavate 30FT x 18FT x 0.5FT = $270/27 = 10CY$ of jointed reinforced concrete road surface and return to County Yard for recycle
- Replace eroded subbase in an area measuring 30FT x 18FT x 0.5FT = $270/27 = 10 \times 1.44 = 14.4T$
- Replace eroded base in an area measuring 30FT x 18FT x 0.5FT = $270/27 = 10 \times 1.44 = 14.4T$
- Install form liner for jointed reinforced concrete road surface measuring 30FT x 18FT = 540SF
- Replace jointed reinforced concrete road surface measuring 30FT x 18FT x 0.5FT = $270/27 = 10CY$
- Remove diversionary road measuring approximately 50FT x 10FT x 10FT= $5,000/27 = 185.19CY$ and return to County Yard for recycle
- Replace rip rap on Northwest abutment in an area measuring 8FT x 10FT x 3FT = $240/27 = 8.9CY$
- Replace rip rap on northeast abutment in an area measuring 8FT x 6FT x 3FT = $144/27 = 5.33CY$

SPECIAL NOTE FOR LOW WATER CROSSING WILDER ROAD STRUCTURAL REPAIR SPENCER COUNTY FISCAL COURT

ATTACHMENT 1



NOTES:

1. This is a conceptual drawing. The number and size of pipes and other details will vary depending on specific site conditions.
2. The pipes and backfill must be contained within the stream channel as shown above. During the construction of the approaches and access roadway across the floodplain, unstable and unconsolidated materials unsuitable for roadways may be excavated and replaced with riprap, crushed stone, or other stable road construction materials. This may only be done, however, with the following provisions: (1) the disposal of excess, unconsolidated materials thus excavated must be outside of the floodplain and (2) the finished surface of the completed road may be no more than three inches (3") above the pre-construction surface of the floodplain at any point beyond the top of banks.

LOW-WATER CROSSING

STANDARD DRAWING
Not to Scale

**SPECIAL NOTE FOR
TEMPORARY STREAM DIVERSION
WILDER ROAD STRUCTURAL REPAIR
SPENCER COUNTY FISCAL COURT**

1. SCOPE

This item consists of furnishing all materials, equipment, and labor necessary to protect streams during work within the channel by constructing temporary diversions to maintain stream flows and water quality while providing a dry work area at designated locations as shown on the Drawings, Special Conditions, and as directed by the ENGINEER.

2. MATERIALS

2.1. Filter Fabric: Shall conform to the “Filter Fabric” technical specification.

2.2. Geotextile Bags: Shall be sand or stone filled bags consisting of materials, which are resistant to ultra-violet radiation, tearing and puncture, and woven tightly enough to prevent leakage of fill material (i.e., sand, fine gravel, etc.) and conforming to the “Silt Control” technical specification.

2.3. Aggregate: Shall conform to the “Crushed Aggregate and Channel Lining” technical specification. Size of aggregate is listed on the Drawings, Special Conditions, and/or AML Standard Details. There shall be no earth, sands, silts, clays, or organic material used for construction within the waterway channel. Washed coarse aggregate (3/4 inch to 4 inches) referenced, as AASHTO designation No. 1 shall be the minimum acceptable aggregate size for temporary stream diversions. Larger clean aggregates such as Class II/III riprap will be allowed.

2.4. Impervious Sheeting: Shall consist of polyethylene or other material that is impervious and resistant to puncture and tearing.

3. DESIGN PLANNING

Gather necessary temporary diversion sizing parameters and determine the appropriate diversion technique. Selection and design of temporary diversion methods should convey the baseflow and storm flow around the work area without damaging either the work area, adjacent unprotected stream channel (for in-stream diversions), and/or the diversion channel. The temporary stream diversion shall not cause a significant water level difference upstream or downstream of the project site (water surface elevation change (not to exceed 1% or 0.5’ of baseflow whichever is more restrictive) and the velocity should be maintained at a rate similar to existing flow conditions.

Pumping or piping water around the work area may be necessary and is generally for short duration projects with low baseflows. Larger flows may require construction of a berm around the work area within the stream channel to force the water to one side of the channel around the work area. The work area is then pumped dry during construction.

3.1. In-stream Channel Diversion

This method involves rerouting water around the work area either with restricted but open channel flow, piping, or pumping water around the work area. EARTHEN BERMS/DAMS ARE NOT PERMISSIBLE

All berms will allow the passage of high flows and aquatic organisms, while maintaining

downstream flows and withstanding anticipated erosive forces. The height of the diversion structure shall be one-half the distance from the streambed to stream bank plus one foot (min.). Base the material selection upon the site conditions, type and length of construction time, and if the diversion must remain throughout construction or if removal for storm flows is appropriate. All in-stream diversions left in place during a storm event must allow for the conveyance of the 2-year peak flow past the work area without causing damage to the streambank or bed and not overtopping the diversion structure.

Use sizing methodology to determine the design flow rate and existing channel slope. Perform initial channel sizing calculations using Manning's Equation and ensure the restricted channel can still pass the flow without creating erosion problems on the opposite bank. The berm shall be of sufficient height to provide a minimum of 0.5 feet of freeboard.

3.1.1. Sandbag-Conduit Diversion/Berm

These materials are used to isolate work areas from flow during the construction of in-stream projects. Diversions that have an insufficient flow capacity can fail and severely erode the disturbed channel section under construction. Therefore, in-channel construction activities should occur only during periods of low rainfall. This temporary measure may not be practical in large channels.

If a major storm event is expected, stabilize the site in preparation for it and this may include removing and/or replacing them with a more suitable diversion. The conduit shall have the hydraulic capacity to handle the flow rate of 30 cubic feet per second per square mile of drainage area above the site.

3.1.2. Sandbag-Stone Diversion/Berm

These materials are used to isolate work areas from flow during the construction of in-stream projects. Diversions that have an insufficient flow capacity can fail and severely erode the disturbed channel section under construction. Therefore, in-channel construction activities should occur only during periods of low rainfall. The temporary channel should be able to convey the 2-year storm event. Install the diversion structure from upstream to downstream. Cover the structure with plastic sheeting anchored with sandbags. Sheeting shall be overlapped such that the upstream portion covers the downstream portion with at least an 18-inch overlap.

3.1.3. Aggregate Berm

These consist of appropriately sized clean aggregate placed in the stream with the base and upstream side lined with a medium weight-nonwoven filter fabric. Cover the upstream face of the fabric with a smaller stone such as No. 2 aggregate. Sandbags may be added along the base to stop the flow of water under the berm.

3.1.4. Piped Diversion

Use sizing methodology to determine temporary diversion design flow rate. Select a pipe of sufficient size the pipe to accommodate the design flow using no more than 80 percent of the pipe full flow capacity. Select a Manning's n value based on the type of pipe material that will be used (concrete n = 0.013 [typ.], corrugated metal pipe n = 0.024 [typ.]).

3.1.5. Pumped Diversion

Use sizing methodology to determine the design flow rate. Select a backup pump (or pumps) with capacity equal to or greater than the design flow rate should be on site and in good working order at all times. Designate a method for filtering of sediment-laden water created because of the construction activities. Non-sediment laden bypass water does not require filtering, however, it still must discharge onto a non-erodible, energy-dissipating surface prior to rejoining the stream flow.

3.2. Stream Channel Diversion

For large, continuous flows during construction, a temporary channel diversion shall be required. It consists of constructing a berm to divert the water from the original channel into a temporary new channel during construction. The temporary new channel is lined with non-erodible materials.

Use sizing methodology to determine the appropriate size, geometry, and slope of the temporary

diversion necessary to convey a 2-year storm event without damaging the temporary channel. The steepest side slope allowable is two horizontal to one vertical (2:1). A maximum depth of 1-foot is allowed for flows less than 20 cfs and a maximum of 3 feet for flows less than 100 cfs. Provide a minimum of 0.5 feet of freeboard above the designed water surface elevation. Construct the downstream and upstream connection to the natural channel under dry conditions.

3.3. CONSTRUCTION

The CONTRACTOR will provide the ENGINEER with a plan for the rapid removal of equipment and materials with potential to contribute pollutants to runoff from the waterway in advance of imminent runoff with the potential to exceed diversion capacity. The plan will designate an individual (in addition to the ENGINEER'S representative) who will be on the site throughout most of the construction project with the authority to order that work be halted and equipment and materials with potential to contribute to storm water pollution be moved to high ground outside of the active channel. Identify where equipment and materials removed from the channel will be stored temporarily during a runoff event that is expected to exceed temporary diversion capacity. List the phasing of stream impacting work operations to minimize the amount of area disturbed and time required for the disturbance. The ENGINEER must approve the plan prior to any disturbance. All personnel responsible for performing the work and oversight will participate in a pre-disturbance meeting to discuss the final approved plan. Prior to large storm events, the CONTRACTOR may be required to restore full flow to the stream channel excluding areas being protected to prevent excessive erosion of bank materials. The temporary removal and replacement of any diversions is incidental to the overall bid item(s) or scope of work unless explicitly noted otherwise in the contract documents (Special Conditions/Notes and/or Bid Item Description).

Whenever possible, time the work in streams and waterways to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation. All materials shall be on-site prior to channel construction. Diversion and stream work is to be quickly and carefully installed, well maintained, and removed as soon as possible when the construction area is stable. Removal or reconfiguration may be required for storm events.

Erosion and sediment control devices shall be in place prior to starting construction to prevent sediment from entering the diversion or the main stream. All materials used in construction must be sound, and capable of withstanding the loads applied. The materials must also be durable and maintain their integrity for the life of the project. Soil or soil covered aggregate is not acceptable diversion material. Remove accumulated sediment from construction activities from the stream at least weekly.

All work, installation and removal, shall begin at the downstream end and proceed upstream. All excavated materials shall be stockpiled outside of the 100-year floodplain and temporarily stabilized to prevent re-entry into the stream channel. The process of excavation and stabilization shall be a continuous (uninterrupted) operation.

No dewatering of the construction area shall alter the water quality or cause erosion or sedimentation in the stream or the temporary stream diversion. Piped and pumped water shall discharge to a non-erodible energy-dissipating surface prior to reentering the stream. All sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.

4.1. In-stream Channel Diversion:

Construct all berms to allow the passage of high flows and aquatic organisms, while maintaining downstream flows, and withstanding anticipated erosive forces. Construct berms and dams from

the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from outside the stream and access is needed to reach the area to be isolated, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the berm/dam is in place and the isolated area is dewatered, equipment may enter the isolated area to perform the required work.

4.1.1. Sandbag/Stone Channel Diversion: Begin construction from upstream to downstream. The height of the sandbag/stone diversion is a function of the duration of the project in the stream reach. For projects with duration less than 2 weeks, the height of the diversion should be one-half the stream bank height, measured from the channel bed plus 1 foot (min.). For projects of longer duration, the top of the sandbag or stone diversion should correspond to bankfull height (~2-yr flood event). For diversion structures utilizing sandbags, the streambed should be hand prepared prior to placement of the base layer of sandbags in order to ensure a watertight fit.

Additionally, it may be necessary to prepare the bank in a similar fashion.

Position the impervious sheeting on the diversion such that the upstream portion covers the downstream portion with at least an 18-inch overlap.

Sandbag or stone diversions should not obstruct more than 50% of the stream width.

Additionally, bank stabilization measures should be placed in the constricted section if accelerated erosion and bank scour are observed during the construction time or if project time is expected to last more than 2 weeks.

4.1.2. Pipe Diversion: Route the water from the berm/dam into a pipe of sufficient size to handle the required design flow. Diversion pipes with an insufficient flow capacity can cause the channel diversion to fail thereby resulting in severe erosion of the disturbed channel section under construction. Therefore, in-channel construction activities should occur only during periods of low flow and contingency plans should be prepared if a large precipitation event were to occur during construction.

4.1.3. Pumped Diversion: Pump the water from upstream of the construction area to the existing downstream channel. Cover the intake of the water pipe with a screen with openings <math>< 3/32</math> inch to prevent entrainment of fish in the coffered area. Salvage and return fish trapped within the coffered area to the downstream channel. Stabilize the pump outlet location to prevent erosion. Do not discharge dewatering flow directly to the stream. Discharge the water onto a non-erodible, energy-dissipating surface. Filter sediment laden water prior to release back into the stream channel's flow.

4.2. Stream Channel Diversion:

Remove all debris such as rocks, sticks, etc. to make a smooth channel surface so that the fabric will rest flush with the channel at all points of contact. Place fabric so that the entire channel is lined with one piece. If overlaps are required, then overlap the traverse seam in accordance with the AML Standard Detail. Lap the upstream section over the downstream section. All overlaps are 2 feet minimum. Key the fabric into 2 x 2 foot trenches at the upstream edge and at 50-foot intervals with the overlap placed nearest to each 50 feet increment running from the top of channel to top of channel. Fill the trench with class II riprap mixed with No. 2 stone and install rock checks every 50' over the trench anchors. Secure the fabric sections with hold down pins and washers. Pin overlaps along transverse and longitudinal axes with spacing equal to 3 feet maximum. Longitudinal overlaps are not allowed. The fabric may be sewn together instead of overlapped to eliminate the requirement for transverse placement of the fabric.

5.1. MAINTENANCE

Because temporary diversions are one of the most critical BMPs for work in waterways, they must be inspected and maintained frequently to remain in effective operating condition. Inspect the temporary stream diversions at the end of each day, at a minimum to ensure that the structure is maintained and not damaged, the streambed and streambanks are stable, and that sediment is not entering the stream or blocking fish passage or migration. Inspect flow barriers at the start and end of each workday and at any time that excess water is noted in dry work areas. For diversion channels, inspect the diversion channel itself for signs of erosion, and repair or replace the lining if there are signs of failure. Check armoring at the diversion return point to the waterway, and add additional armoring if erosion is noted. Make any necessary repairs immediately. Remove all significant sediment accumulations to maintain the designed carrying capacity.

When storm events are anticipated appropriate measure must be taken to prevent damage to the work area and to adjacent areas including downstream. This may require the removal of or modification of existing diversions to prevent damage. Damage includes erosion of the stream bed and due to unstable conditions caused by the construction methods (including diversions), water backed upstream, and water backed up downstream caused by clogging of the stream with debris from the construction area.

5.2. REMOVAL

All temporary stream diversions shall be removed within two (2) calendar days after the structure is no longer needed. Unless prior written approval is obtained, all structures shall be removed and the area stabilized before winter. Remove the diversion from the downstream to upstream. After diversion of the stream back to the natural streambed, backfill and stabilize the temporary diversion channel.