

INVITATION TO BID

NKU-05-19



Piner Property Floodplain Restoration

8/17/2018

Proposal NO: NKU-05-19
Issue Date: August 17, 2018
Title: Piner Property Floodplain Restoration
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
Procurement Services
1 Nunn Drive
617 Lucas Administrative Center
Highland Heights, KY 41099**

IMPORTANT: BIDS MUST BE RECEIVED BY: 09/14/2018 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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General Terms and Conditions and Instructions to Proposers:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

NOTICE OF ADVERTISEMENT**BRIEF SCOPE OF WORK:**

Base bid (highest priority work) includes floodplain and hillside excavation and contouring, construction of a sediment detention basin from on-site boulders, and construction of a gabion basket wall and guardrails. Alternate work includes widening the existing stream channel, and constructing an access road and wetland south of the channel. Seeding and erosion control will be completed by NKU. Construction staking will be covered by the consulting engineer. NKU may choose alternates for an anticipated total contract value of \$150,000 +/-.

Please see Appendix 1 for Specifications / Drawings, a conformed construction set will be provided to the successful bidder.

CAD file for verifying earthwork quantities can be found at:

<https://www.dropbox.com/s/ef2a4bvzgda3dyq/NKU-Piner-Bid%20Only%20File%20081318.dwg?dl=0>

PROJECT TIMETABLE:

Invitation for Bid Issued	8/17/2018
Pre-Bid Meeting	8/30/2018 @ 9:30 AM
Last Day for Questions	9/6/2018 @ 12 Noon
BIDS DUE	9/14/ 2018 at 2:00 PM EST

Pre Bid Conference:

There will be a pre-bid meeting held on August 30, 2018 at 9:00 am to visit the site and discuss the scope of work. Please email Ryan Straus, Bid Specialist, strausr2@nku.edu with any questions.

SUBMITTAL OF BID:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

**Blaine Gilmore, MPA
Interim Director, Procurement
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099**

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**ITB NKU-05-19
Piner Property Floodplain Restoration**

Special Conditions to Proposers**QUESTIONS AND REQUESTS FOR INFORMATION**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing to:

Ryan Straus
Bid Specialist, Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
Strausr2@nku.edu

GENERAL TERMS AND CONDITIONS TO PROPOSERS:

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

<http://parking.nku.edu/rules/guidelines.html>

GOVERNING LAW:

Proposers shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Project Site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

TOBACCO FREE CAMPUS

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

STATUTORY AUTHORITY

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

FOREIGN CORPORATIONS

Foreign corporations are defined as corporations that are organized under laws other than the laws of the commonwealth of Kentucky. Foreign corporations doing business within the commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

DOMESTIC CORPORATIONS

Domestic corporations are required to be in good standing

PERMITS

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work. The Contractor shall procure building permits, when required but no fee shall be applicable on projects for

the Commonwealth. Evidence that such permits have been issued shall be furnished to the Owner before beginning work.

BID BONDS:

A 5% bid bond is required with submission of this ITB.

COMPLETION DATES

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid.

COORDINATION OF WORK

The Vendor shall be responsible for coordinating all work with the **NKU Project Manager**. The Contractor shall cooperate completely with the Owner's security forces and measures.

DAMAGE AND REPAIRS

The Contractor shall exercise particular care to avoid damage to his own work, the Owner's property, and adjacent property of every description. He shall make good any damage resulting from or caused by the work under this contract at his sole expense in a manner satisfactory and without extra cost to the Owner including, but not limited to, finishes, furnishings, and landscaping.

HAZARDOUS MATERIALS

No asbestos containing materials, lead based paints, or other hazardous materials shall be furnished or installed in this work.

PAYMENT AND PERFORMANCE BONDS: 100% Payment and Performance Bonds will be required for work arising from this ITB.

EXAMINATION OF SITE

Each vendor shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operation to be carried on under the proposed contract and has made such investigation as may be reasonably necessary so that the vendor shall fully understand the facilities, physical conditions and restrictions attending to the work under the contract. The specifications furnished represent a fair approximation of the material needed but all quotations submitted should take into account knowledge gained as a result of the above referenced visual inspection.

EXAMINATION OF CONTRACT

Each vendor shall also thoroughly examine and become familiar with the specifications and associated contract documents. By submitting a bid, the vendor agrees that they have carefully examined the specifications and have thereupon decided that from their own investigation Contractor has satisfied themselves as to the nature and location of work, the general and local conditions and all matters which may in any way affect the work or its performance and that as a result of such examination and investigation, vendor fully understands the intent and purpose of the documents and conditions of the bidding. Claims for additional compensation and/or extension of time because of the vendor's failure to follow the foregoing procedure and to familiarize themselves with the Contract Documents and all conditions which might affect work will not be allowed.

FIELD VERIFICATION

It is the Vendor's responsibility to verify all measurements.

HOURS OF WORK

Working days at Northern Kentucky University are Monday through Friday, 8:00am to 4:30pm. Deviation from these working hours must be approved by said project manager.

CANCELLATION

The resulting contract from this ITB may be cancelled by the University for non-compliance with the terms and conditions of any part of the agreement.

TERMINATION FOR CONVENIENCE

Northern Kentucky University reserves the right to terminate the resulting contract without cause with a 30-day written notice. Upon receipt by the Contractor of "notice of termination" the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

INSURANCE

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky University
617 Lucas Administrative Center
1 Nunn Drive
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

Our basic insurance requirements are:

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

REFERENCES

Bidder Qualifications: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

SUBCONTRACTORS

SUBCONTRACTORS: The following is a list of subcontractors proposed by the bidder to be used to complete the project. All subcontractors are subject to approval by Northern Kentucky University. Failure to submit this list completely filled out may invalidate bid. **SUBCONTRACTORS MAY NOT BE CHANGED AFTER CONTRACT AWARD WITHOUT APPROVAL BY NKU.**

[illegible]

List of Materials and Equipment

(Must be submitted within 24 hours after bid opening)

Every item listed under the different phases of this project must be clearly identified so that Northern Kentucky University will definitely know what the bidder proposes to furnish. Bidders be hereby advised that this list shall be required to be filled out completely by the apparent low bidder within twenty-four (24) hours from the close of the official reading of the bids.

The above requirement does not preclude any bidder from submitting this list, fully executed, at the time the bids are submitted.

The use of the manufacturers' dealer's name only, or stating "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Failure to submit a proper list may result in rejection of the Bidder's Proposal.

Material And / Or Equipment	Manufacturer and Brand Name

NKU GENERAL SAFETY & COORDINATION REQUIREMENTS

1. The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working at NKU.
2. **BACKGROUND CHECKS:** The Contractor shall furnish the University upon request with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.
3. **DRUG-FREE WORKPLACE:** Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property. Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.
4. **CONTRACTOR PRESENCE ON CAMPUS:** All persons working for (or on behalf of) the Contractor whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University representatives. Contractor's employees shall never enter or use existing areas of campus where they are not required to be performing work. Contractors and subcontractors are always responsible for providing and maintaining portable restroom facilities for all their workers working on the project. Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on campus. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of his agents or employees. Contractor shall promptly repair any damage that he, or his employees or agent may cause to the campus or to the University equipment. Contractor agrees that in event of an accident of any kind on university property, Contractor will immediately notify the University's Department of Public Safety (859) 572-5770 and furnish a full written report of the accident. All Contractor employees and subcontractors shall present a neat and clean appearance while on University property, and be able to present proper identification upon request.
5. **PROJECT WORK SITE SAFETY & SECURITY:** The University does not, and will not, assume any responsibility for any tools, materials, equipment, or property belonging to the Contractor, his employees or agents, which may be lost or stolen from University property. All contractors and subcontractors are solely responsible for properly securing and protecting their tools and equipment. When working within or on top of an existing building, the Contractor shall work with the assigned University project manager in developing a strategy for securing the project work site and protecting the campus staff and community from the project work site. When working in an open area on campus, the Contractor shall provide securable barricades/fencing around the project site to protect the campus community from the dangers within the project work site. The Contractor shall maintain this project work site 24 hour a day, 7 days a week for the duration of the project.
6. **PARKING:** All Contractors and their subcontractors are required purchase a monthly parking pass from NKU at the rate of \$28.75/month, or at a daily rate of \$5.00/day. Weekly passes are also available. This will entitle workers to park at all NKU campus lots and garages, EXCEPT for faculty and staff lots which are noted accordingly. This pass also allows for parking in any of the garages if your vehicles will fit. Parking within the jobsite WILL NOT BE PERMITTED. Workers who do so will be subject to immediate towing, without warning, and at their cost. Vehicles may be parked near a worksite for reasonable times for loading and unloading, providing normal access and egress to buildings is not hindered. All workers shall park their personal vehicles in the Welcome Center parking garage, which is located just north of the Power Plant across from the Bank of Kentucky Center.
7. **GENERAL PROJECT COORDINATION:** All work and information requests by the Contractor shall be coordinated through the assigned NKU Project Manager. Any direction provided by the campus Operations & Maintenance Staff and/or the project user group shall NOT be considered official direction from the University unless authorized in writing from the assigned NKU Project Manager. Contractor will NOT be compensated for work performed without written authorization from the assigned NKU Project Manager.

8. **TEMPORARY USE OF CAMPUS UTILITIES:** As a general rule, utilities required by the Contractor to perform their work can be obtained from the University. However, the University reserves the right to require the Contractor to furnish a meter to record the usage of each provided utility for the duration of the project. For projects requiring utility metering, a deduct change order will be issued at the end of the Project to reimburse the University for the Contractor utility usage. The Contractor is responsible for determining and coordinating the procurement of any utility where the University cannot reasonably provide.
9. **CAMPUS UTILITY SHUTDOWNS:** Unless noted otherwise for a specific project, at least seven (7) calendar days notice is required for any campus utility shutdowns and/or any road/parking lot closures necessary for the Contractor to perform their work. All utility shutdowns and closures shall be coordinated with the assigned NKU Project Manager, and the University reserves the right to schedule these shutdowns and closures at night and/or on weekends to minimize disruptions to the campus community. All requests for assistance from NKU's Operations & Maintenance staff in locating existing utilities shall also be submitted to the assigned NKU project manager at least (7) calendar days in advance.

Bid Bond

5% of Contract Price

KNOW ALL MEN BY THESE PRESENTS, that we _____ (here insert full name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and _____ (here insert full name and address or legal title of Surety)
a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called
Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter
called Obligee, in the sum of :
_____ Dollars (\$ _____),
representing 5% of the Principal's total bid price and for the payment of which sum well and truly
to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)
NOW THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified, or if no period is
specified, within 45 days after its opening, and the Principal shall enter into a Contract with the Obligee in accordance
with the terms of such bid, and give such bid or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and
give such bonds or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this day of _____ 2018

(Principal)	(Seal)
-------------	--------

(Witness)

(Title)

(Surety)	(Seal)
----------	--------

(Witness)

(Title)

THIS DOCUMENT MUST BE NOTORIZED

This is only an example. Other forms may be used.

FORM OF PROPOSAL

The Bidder agrees to furnish all labor, materials, supplies, supervision and services required to perform this contract in a workmanlike manner. These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the **BID** set forth below:

***Construction staking SHOULD NOT be included in your bid.**

	ITEM	QUANTITY	UNIT	UNIT COST	COST
BASE BID - FLOODPLAIN EXCAVATION					
B-1	Strip and Stockpile Topsoil (Approximately 3,200CY - Bidders to Determine Quantities For Bid) For Floodplain Grading, Redistribute on Floodplain and Spoils Mound. <i>(If Alternate 1 is not selected, some topsoil stripped from the floodplain may be pushed into a berm along the north side of the creek and left in place)</i>		LS		
B-2	Floodplain Mass Excavation (Unclassified, Approximately 12,400CY - Bidders to Determine Quantities For Bid), Including Benching Hillside Fill, Disposal of Spoils In Mound <i>(Does not include the quantity of soil generated in Alternrate 3)</i>		LS		
B-3	Any Necessary Bridging / Cribbing For Protection of Petroleum Pipelines at Equipment Crossings	1	LS		
B-4	Construct Gravel Trap Including Boulder Berm (Approximatly 120LF) And Excavation	1	LS		
B-5	Supply Gabion Baskets and Rock Fill for Gabion Wall Installation	45	EA		
B-6	Construction Gabion Basket Walls, Including all Labor, Bedding and Backfill Materials, Filter Fabric, As Necessary	1	LS		
B-7	Supply and Install Guardrail to KYTC Standards	70	LF		
B-8	Supply and Install Guardrail Terminal Section No. 1	2	EA		
B-9	Construct 24" Thick Choked Class III Cyclopean Channel Liner	80	SY		
				SUBTOTAL	

	ITEM	QUANTITY	UNIT	UNIT COST	COST
ALTERNATE 1 - WIDEN EXISTING CHANNEL					
A1-1	Clearing and Grubbing of Trees and Woody Vegetation Within Construction Zone, Including On-site Stockpiling and Relocation/Distribution of Trees, Stumps, Logs, Debris in Creek, as Necessary to Construct The Channel Widening	1	LS		
A1-2	Grade to Widen / Deepen / Straighten Approximately 1,700LF of Existing Stream Channel, Including Stripping / Prepping of Disposal Areas, and Onsite Disposal of Spoils	1	EA		
				SUBTOTAL	
ALTERNATE 2 - CONSTRUCT DITCH AND WETLANDS SOUTH OF EXISTING CHANNEL					
A2-1	Construct, Maintain, and Final Restoration of Rock Construction Entrance At Pipeline Easement	1	LS		
A2-2	Removal and Disposal of Utility Pole, Guy Anchor and Wire	1	LS		
A2-3	Grade To Construct Approximately 290LF Of Roadside Drainage Channel, Including Stripping & Respreading of Topsoil in Channel and Disposal Areas, Benching Fills	1	LS		
A2-4	Construct 18" Thick Choked Class II Channel Liner	75	SY		
				SUBTOTAL	

Total Bid (Base Bid Subtotal + Alternate Subtotals)

_____ Dollars _____ Cents
(USE WORDS) (USE WORDS)

\$ _____
(USE NUMBERS)

CONTINUED

ALLOWANCE ITEMS					
1	Trench and Install Hillside Bench Drain If / As Needed, Including 12" Wide X 36" Deep Trench, Wrapped in Filter Fabric, 4" Perforated PVC Pipe in Bottom, And Filled with Washed #57 Stone.		LF		
2	Trench Drain Outlet / Daylight Pipe If / As Needed		LF		
3	Supply and Place Additional DGA for Driveway Replacement, If / As Requested		TN		
4	Separate And Stockpile Large Rock From Deep Excavation, As Noted on Sheet C3.2, If / As Requested		CY		

This offer is for, at minimum, _____ calendar days from the date this offer is opened. In submitting the above it is expressly agreed that upon proper acceptance by Northern Kentucky University of any or all items offered, a contract shall thereby be created with respect to the items accepted.

THIS BID SUBMITTED BY:

(Name and Address of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

NOTE: *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid.*

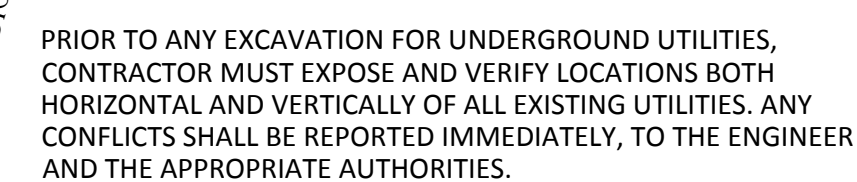
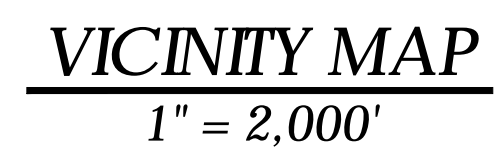
This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for the final negotiated price.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

*BEAVER ROAD
BOONE COUNTY, KENTUCKY
AUGUST 3, 2018*



- # Piner Site - Trib GB1

Stream Restoration Construction Drawings

Boone County, Kentucky

TITLE SHEET

Project No:	Checked: JMV
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C1.0

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GENERAL PROJECT NOTES:

- PROJECT OVERVIEW: THIS PROJECT INVOLVES THE RESTORATION OF AN EXISTING STREAM CHANNEL THAT HAD PREVIOUSLY BEEN ALTERED BY FARMING ACTIVITIES. THE PROJECT WILL BE CONSTRUCTED IN TWO PHASES. THE FIRST PHASE PRIMARILY INCLUDES MASS EXCAVATION TO ESTABLISH THE FLOODPLAIN, AND GET FLOODPLAIN VEGETATION ESTABLISHED. THE FIRST PHASE WORK IS REPRESENTED ON THESE PLANS. THE SECOND PHASE WILL BE PERFORMED BY NKU TO INCLUDE THE ACTUAL NEW STREAM CHANNEL CONSTRUCTION AND RESTORATION OF RIPARIAN BUFFERS..
- PROJECT LOCATION: THIS PROJECT IS GENERALLY LOCATED ON THE NORTH SIDE OF BEAVER ROAD (KY-338), BETWEEN GUM BRANCH ROAD AND BIG BONE CHURCH ROAD. THE SITE BEGINS AT AN EXISTING BOX CULVERT UNDER BEAVER ROAD, APPROXIMATELY 1/10 MILE WEST OF GUM BRANCH ROAD, AND EXTEND APPROXIMATELY 1700' UPSTREAM ON A BRANCH OF GUM BRANCH CREEK, IDENTIFIED AS GB1 FOR THIS PROJECT.
- SITE INFORMATION:
 - WATERSHED AREA = 214 ACRES
 - NEW FLOODPLAIN SLOPE = 1.1%-1.7%
 - NEW FLOODPLAIN WIDTH = 85'-200', AVERAGE 120'
- PROJECT SCHEDULE: SEE PROJECT BID SPECIFICATIONS CONTRACTUAL DEADLINES.
 - CONSTRUCTION SEQUENCE:
 - PRE-CONSTRUCTION MEETING REQUIRED ON SITE, UNLESS WAIVED BY OWNER. CONTRACTOR TO NOTIFY THE FOLLOWING ENTITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION: NKU, DUKE ENERGY, SUNOCO, KYTC, OWEN ELECTRIC, B11, AND VOIX & VOIX.
 - INSTALL / MODIFY CONSTRUCTION ENTRANCES (ALTERNATE 2).
 - INSTALL PERIMETER CONTROLS INCLUDING SILT FENCE OR MULCH BERM ALONG PORTIONS OF EXISTING STREAM TO REMAIN, AND AROUND LOW SIDES OF WASTE PILE AREA (BY NKU).
 - CLEAR TREES WITHIN GRADING LIMITS, WHICH CANNOT BE AVOIDED. STOCKPILE TREES. COORDINATE GRADING LIMITS WITH NKU TO MINIMIZE TREE REMOVAL.
 - (ALTERNATE 1) CONSTRUCT EXISTING CHANNEL WIDENING / DEEPENING, WHILE MAINTAINING FLOW IN EXISTING CHANNEL. UTILIZE CUT MATERIAL FOR EMBANKMENT TO CONSTRUCT THE DRIVEWAY BENCH PARALLEL TO THE PIPELINE EASEMENTS, FROM BEAVER ROAD TO THE EXISTING STREAM (IF MATERIAL IS SUITABLE), TO CREATE WETLAND BERM AS SHOWN ON THE PLANS, AS WELL AS TO CREATE A BERM ALONG THE NORTH SIDE OF THE EXISTING CHANNEL AS SHOWN ON PLANS AND DETAILS. HAUL EXCESS MATERIAL TO SPOILS OR TOPSOIL PILES, AS APPROPRIATE. INFORM AND ALLOW NKU TO SEED AND INSTALL EROSION CONTROL BLANKET ON BANKS OF CHANNEL IMMEDIATELY AFTER FINISH GRADING. CONTRACTOR TO WATER-IN SEED IF NO RAIN FORECAST FOR 72 HOURS.
 - (ALTERNATE 2) CONSTRUCT ROADSIDE DRAINAGE CHANNEL FROM THE PIPE CULVERT JUST EAST OF THE PIPELINE EASEMENTS, TO THE BOX CULVERT, INCLUDING BENCHING AND REGRADING THE ROADSIDE SHOULDER AND SLOPE DOWN TO THE CHANNEL. UTILIZE CUT MATERIAL FOR EMBANKMENT TO CONSTRUCT THE BERM FOR THE WETLAND BETWEEN THE ROADSIDE CHANNEL AND THE EXISTING STREAM. RESPREAD TOPSOIL ON CHANNEL AND WETLAND BERM, AND NOTIFY NKU TO BEGIN RESTORATION. INSTALL ROCK SILT CHECK AND SILT FENCE. OWNER WILL PERFORM RESTORATION WITH A SEED MIX OF THEIR CHOOSING.
 - CONSTRUCT GABION WALLS, CHANNEL LINER, AND GUARDRAIL AT MAIN CULVERT.
 - CONSTRUCT GRAVEL TRAP UPSTREAM OF OLD HOUSE DRIVEWAY EMBANKMENTS.
 - BEGIN CLEANING, TOPSOIL STRIPPING, AND FLOODPLAIN EXCAVATION AT UPSTREAM END OF PROJECT, AND WORK DOWNSTREAM. STOCKPILE TOPSOIL IN SMALLER PILES NEAR TO WHERE IT WAS STRIPPED AND WILL BE RESPREAD. STOCKPILE EXCESS CUT SOILS AT DESIGNATED STOCKPILE AREA EAST OF THE BARN.
 - AS FLOODPLAIN GRADING IS COMPLETED FOR A DEFINED AREA, WORKING FROM UPSTREAM TO DOWNSTREAM, RESPREAD TOPSOIL AND NOTIFY NKU OF WHAT AREA IS READY FOR RESTORATION. NKU TO INSTALL ROCK SILT CHECKS AND SILT FENCE. NKU WILL PERFORM RESTORATION WITH A SEED MIX OF THEIR CHOOSING.
 - COMPLETE FINAL TOPSOIL RESPREADING ON FLOODPLAIN, AS WELL AS ON EXCESS SOIL STOCKPILE. NOTIFY NKU TO COMPLETE RESTORATION.
 - PERFORM ANY FINAL SITE CLEANUP. CLEAN UP AND TOP DRESS TWO GRAVEL DRIVEWAYS AS NECESSARY (UTILITY EASEMENT DRIVEWAY IS IN ALTERNATE 2), AND DEMOBILIZE FROM SITE.
 - AFTER SITE HAS ACHIEVED 80% STABILIZATION, NKU TO REMOVE REMAINING SILT FENCE AND ANY OTHER TEMPORARY SEDIMENT CONTROL MEASURES.
 - BIDDING INSTRUCTIONS
 - PRE-BID CONFERENCE: SEE PROJECT SPECIFICATIONS FOR INFORMATION PERTAINING TO A PRE-BID CONFERENCE.
 - SCOPE OF WORK / QUESTIONS: SEE PROJECT SPECIFICATIONS FOR INFORMATION PERTAINING TO SCOPE OF WORK AND SUBMITTAL OF QUESTIONS ON THE PLANS.
 - PROJECT CONTACTS:
 - PROPERTY OWNER: COMMONWEALTH OF KENTUCKY
D.B. 1042, PG. 136
 - PROJECT ADMINISTRATOR: NORTHERN KENTUCKY UNIVERSITY, CENTER FOR ENVIRONMENTAL RESTORATION (REFERENCED AS "OWNER" ON THESE PLANS)
15 CLEARVIEW DRIVE, HIGHLAND HEIGHTS, KY 41076
ATTN.: SCOTT FENNEL, P.E., DIRECTOR & PRINCIPAL RESTORATION ENGINEER, (859) 448-8949, FENNELS@NKU.EDU
 - ENGINEER: VOIX & VOIX, INC.
466 ERLANGER ROAD, ERLANGER, KY 41018
ATTN.: JUSTIN M. VERST, P.E., SR. DESIGN ENGINEER, (859) 727-3293, JVERST@VOIXINC.COM
 - GEOTECHNICAL ENGINEER: NONE
 - PLANNING REVIEW: NONE
 - ROADWAY / RIGHT-OF-WAY: KENTUCKY TRANSPORTATION CABINET, DEPT. OF HIGHWAYS DISTRICT 6 (KY-338)
421 BUTTERMILK PIKE, COVINGTON, KY 41017
ATTN.: LINZY BREFFELD, DISTRICT 6 PERMIT SUPERVISOR (859) 341-2700,
 - SANITARY SEWERS: SANITATION DISTRICT NO. 1 (NONE PRESENT IN PROJECT AREA)
 - STORM SEWERS: KENTUCKY TRANSPORTATION CABINET, DEPT. OF HIGHWAYS DISTRICT 6 (KY-338 CULVERTS)
421 BUTTERMILK PIKE, COVINGTON, KY 41017
ATTN.:
 - STORM WATER CONTROL: BOONE COUNTY PLANNING COMMISSION
2950 WASHINGTON STREET, RM 317, BURLINGTON, KY 41005
ATTN.: (859) 334-2196/578-7488, SBLAKE@SD1.ORG
 - WATER: BOONE COUNTY WATER DISTRICT
2475 BURLINGTON PIKE, BURLINGTON, KY 41005
ATTN.: KEITH FELDHAUS (859) 586-6155, KFELDHAUS@FUSE.NET
 - NATURAL GAS SERVICE: DUKE ENERGY (NONE PRESENT)
 - NATURAL GAS TRANSMISSION PIPELINE: DUKE ENERGY
139 EAST 4TH STREET, CINCINNATI, OH 45202
ATTN.: TODD SPRAGUE, (513) 444-0048 OR
JOHN PERKINS, (513) 287-1276, JOHN.PERKINS@DUKE-ENERGY.COM
 - ELECTRIC: OWEN ELECTRIC
8205 HWY. 127 NORTH, OWENTON, KY 40359
ATTN.: (502) 484-3471, INFO@OWENELECTRIC.COM
 - CABLE TELEVISION: SPECTRUM
 - TELEPHONE: CINCINNATI BELL
 - UTILITY PROTECTION: B11
 - PERMITS REQUIRED (ALL PERMITS LISTED TO BE PROVIDED BY PROJECT OWNER):
 - KYTC: ENCROACHMENT PERMIT FOR CONSTRUCTION ACCESS AND ROADSIDE GRADING
 - BOONE COUNTY PLANNING COMMISSION: ADVISORY REVIEW
 - KDOW: STREAM CONSTRUCTION PERMIT
 - KDOW: WATER QUALITY CERTIFICATION
 - U.S. ARMY CORPS OF ENGINEERS: 404
 - SUNOCO / MID-VALLEY CRUDE OIL PIPELINE EASEMENT ENCROACHMENT
 - DUKE ENERGY HIGH PRESSURE NATURAL GAS PIPELINE EASEMENT ENCROACHMENT
 - SOIL TYPES = Ed02, LC, Ed02, No.
 - BENCHMARK NOTE: VERTICAL CONTROL WAS ESTABLISHED BY REAL TIME KINEMATIC GPS USING KYTC VIRTUAL REFERENCE STATION VIA CELL PHONE
HORIZONTAL CONTROL = NAD 83 (NSRS 2007) KY. S.P.C.S. NORTH ZONE, VERTICAL CONTROL = NAVD 88 - U.S. FEET
 - EXISTING ZONING = RSE/SC, A-2

SAFETY ADVISORY NOTES:

- PROTECTION OF PERSONS AND PROPERTY: BARRICADE OPEN EXCAVATIONS OCCURRING AS PART OF THIS WORK AS REQUIRED TO MAINTAIN VEHICULAR AND PEDESTRIAN SAFETY. PROVIDE ALL NECESSARY BARRIERS, WARNING LIGHTS, SIGNAGE, FLAGMEN AND OTHER MEASURES AS REQUIRED TO MAINTAIN PUBLIC SAFETY AS DESIGNATED ON THE PLANS, DIRECTED BY THE OWNER, AND AS RECOMMENDED BY OTHER AUTHORITIES HAVING JURISDICTION.
- IT SHALL BE THE FULL AND COMPLETE RESPONSIBILITY OF THE CONTRACTOR TO MEET AND COMPLY WITH SAFETY REQUIREMENTS AND REGULATIONS AS ESTABLISHED BY O.S.H.A. OR ANY OTHER REGULATORY BODY. THE OWNER AND ENGINEER WILL NOT PERFORM ANY SAFETY COMPLIANCE INSPECTIONS AS THE CONTRACTOR HAS ACCEPTED FULL AND COMPLETE RESPONSIBILITY FOR PERFORMING SUCH INSPECTIONS FOR COMPLIANCE TO THE REGULATIONS. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE ENGINEER FROM ANY LOSS, EXPENSE, FINE, OR SUIT, INCLUDING ATTORNEY'S FEES, ARISING OUT OF ANY SAFETY VIOLATION SUITS BROUGHT BY INJURED PERSONS AND/OR FINES LEVIED BY O.S.H.A OR ANY OTHER REGULATORY BODY, AS RESULT OF THE CONTRACTOR'S WORK.

GENERAL CONSTRUCTION NOTES:

- CONSTRUCTION ACCESS WILL BE PROVIDED THROUGH THE LOCKED GATE NEAR THE DOWNSTREAM END OF THE STREAM CHANNEL, AS WELL AS THE EXISTING GRAVEL DRIVEWAY APRON ADJACENT TO THE OIL/GAS PIPELINE EASEMENTS. THE CONTRACTOR WILL BE PROVIDED WITH A CODE FOR THE LOCKED GATE AND SHALL BE RESPONSIBLE FOR SECURING THE GATE WHEN LEAVING THE SITE.
- THE CONTRACTOR(S) SHALL REVIEW FIELD CONDITIONS NOTIFY NKU OF ANY DISCREPANCIES HE ENCOUNTERS BEFORE BEGINNING HIS CONSTRUCTION OPERATIONS.
- DIMENSIONS OF EXISTING STRUCTURES AND/OR SITE RESTRICTIONS ARE APPROXIMATE. ALL NECESSARY DIMENSIONS AND ELEVATIONS OF EXISTING STRUCTURES SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO HIS CONSTRUCTION OPERATIONS.
- GENERALLY, ANY MATERIALS, SHOWN TO BE REMOVED, SHALL AFTER REMOVAL, BE DISPOSED OF BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY NKU.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INCORPORATE AND COORDINATE ALL APPLICABLE DRAWINGS AND THE APPROPRIATE SPECIFICATIONS AS A UNIT. ANY OMISSIONS, DELETIONS, OR CONFLICTS ARISING AS A RESULT OF FAILURE TO INCORPORATE ALL DRAWINGS AND SPECIFICATIONS WHICH APPLY SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDED COST TO THE OWNER.
- ANY ADDITIONAL LANDS REQUIRED FOR STORAGE, STAGING, ACCESS, ETC. FOR CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO NKU. A WRITTEN REQUEST FOR ANY ADDITIONAL LANDS SHALL BE SUBMITTED BY THE CONTRACTOR TO NKU PRIOR TO ANY CONSTRUCTION OPERATIONS.
- THE CONTRACTOR SHALL COMPLY WITH APPLICABLE CONSTRUCTION AND RESTORATION REQUIREMENTS AS DESCRIBED IN THE ENCROACHMENT PERMIT, (GENERAL NOTES AND SPECIFICATIONS), SHOWN IN THE SPECIFICATIONS.
- GEOTECHNICAL BORINGS HAVE NOT BEEN PERFORMED. CONTRACTOR SHALL RELY ON KNOWLEDGE OF SIMILAR LOCAL CONDITIONS TO ANTICIPATE BEDROCK OR ANY OTHER DIFFICULTIES IN CONSTRUCTION. CONTRACTOR SHALL ANTICIPATE SOFT ALLUVIAL SUBSURFACE SOILS IN THE VICINITY OF THE EXISTING CHANNEL.
- RESTORATION OF ROADS, DRIVES, LAWNS, GUARDRAILS, FENCES, ETC. SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.
- CONSTRUCTION ACCESS FROM KY-338 WILL BE LIMITED AS PER KYTC ENCROACHMENT PERMIT FOR THIS PROJECT. CONTRACTOR WILL BE RESPONSIBLE FOR DAMAGE TO KYTC PAVEMENT. RESTORATION SHALL BE MADE BY THE CONTRACTOR AT HIS OWN COST, TO THE SATISFACTION OF KYTC.
- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO PROJECT SPECIFICATIONS. FOR ELEMENTS NOT ADDRESSED IN THE SPECIFICATIONS, WORK AND MATERIALS SHALL CONFORM TO THE MOST CURRENT EDITION OF KENTUCKY TRANSPORTATION CABINET'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
- THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL LABOR, MATERIALS, TOOLS, CONSTRUCTION EQUIPMENT, FACILITIES AND SERVICES FOR THE PROPER EXECUTION, AND COMPLETION OF THE WORK.
- ANY PART OF THE WORK THAT IS NECESSARY OR REQUIRED TO MAKE EACH INSTALLATION SATISFACTORY AND OPERABLE FOR ITS INTENDED PURPOSE TO THE SATISFACTION OF THE OWNER AND ENGINEER, EVEN THOUGH IT IS NOT SPECIFICALLY INCLUDED IN THE DRAWINGS, SHALL BE PERFORMED AS INCIDENTAL WORK AS IF IT WERE SHOWN ON THE DRAWINGS.
- ANY ITEM REQUIRED BUT NOT LISTED AS A SEPARATE PAY ITEM, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO SEPARATE PAYMENT WILL BE MADE.
- EROSION AND SEDIMENTATION CONTROL MEASURES SHOWN ARE A MINIMUM. CONTRACTOR SHALL COORDINATE WITH NKU TO PROVIDE ADDITIONAL BMPs AS NECESSARY AND AS DIRECTED. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY MAINTAIN ALL EROSION CONTROL MEASURES DURING CONSTRUCTION. EROSION & SEDIMENT CONTROL BMPs SHALL BE INSPECTED BY THE CONTRACTOR A MINIMUM OF EVERY 7 DAYS AND AFTER EACH 0.5" RAIN EVENT AND MORE.
- PLEASE CONTACT THE DESIGN ENGINEER BEFORE MAKING ANY DEVIATIONS GREATER THAN REASONABLE CONSTRUCTION TOLERANCES FROM THE PLANS OR SPECIFICATIONS.
- MAINTENANCE OF TRAFFIC SHALL BE ACCORDING TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND ACCORDING TO LOCAL REQUIREMENTS AND KYTC ENCROACHMENT PERMIT.
- PROJECT PROPERTY BOUNDARY LINES HAVE BEEN SURVEYED, THOUGH ARE NOT FULLY REPRESENTED ON THESE PLANS.
- NKU WILL PROVIDE INITIAL ONE-TIME CONSTRUCTION STAKING. THIS IS ANTICIPATED TO INCLUDE STAKING OF CLEARING/GRADING LIMITS, PROTECTED AREAS, TOP / TOE OF SLOPES, TEMPORARY DIVERSION CHANNEL (ALTERNATE 1), WETLAND BERM (ALTERNATE 2), FLOODPLAIN GRADING LIMITS, AND AS-BUILT VERIFICATION OF GRADING WHEN CONTRACTOR NOTIFIES NKU TO PERFORM SEEDING RESTORATION OF COMPLETED AREAS. CONTRACTOR IS RESPONSIBLE FOR PROTECTING STAKES AND ANY ADDITIONAL RESTAKING AS NEEDED. CONTACT NKU'S SURVEYOR (VOIX & VOIX) A MINIMUM OF 48 HOURS IN ADVANCE FOR STAKING REQUESTS.
- THE CONTRACTOR SHALL LIMIT THEIR WORK AREA TO THE DISTURBED LIMITS SHOWN ON THESE PLANS AND STAKED BY NKU UNLESS WRITTEN PERMISSION IS GIVEN BY NKU.
- THE EXISTING TOPOGRAPHY (CONTOURS) SHOWN ON THE PLANS IS A COMBINATION OF FIELD SURVEY AND GIS INFORMATION.
- THE PROPOSED TOPOGRAPHY (CONTOURS) IS SHOWN ON THE PLANS WITH 2' CONTOUR INTERVAL EXCEPT FOR THE FLOODPLAIN AREA WHICH HAS ADDITIONAL 1' CONTOURS.
- TYPICAL GRASS SEED RESTORATION IS NOT INCLUDED IN THE CONTRACT FOR THIS WORK. NKU WILL SEED AND STRAW ALL AREAS DISTURBED DURING THE COURSE OF CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL COORDINATE WITH NKU FOR NKU TO HAVE ACCESS TO FINISHED GRADED AREAS IMMEDIATELY AFTER COMPLETION OF GRADING SO THAT RESTORATION CAN BE COMPLETED BY NKU. THE CONTRACTOR IS ENCOURAGED TO WORK IN AND COMPLETE SMALLER AREAS, RATHER THAN HAVING THE ENTIRE SITE DISTURBED AND OPEN AT ONCE, AND TO TURN OVER COMPLETED AREAS TO NKU FOR RESTORATION AS EACH AREA IS COMPLETED.
- CONTRACTOR SHALL PROTECT AND AVOID DAMAGE TO THE EXISTING FACILITIES THAT ARE TO REMAIN (BARN, SILO, HISTORIC STONE WALL, GRAVEL ROAD, GATE, ETC.).
- CONTRACTOR SHALL RESTORE DISTURBED PAVEMENT AFTER CONSTRUCTION, SHALL MINIMIZE INCONVENIENCE TO TRAFFIC DURING CONSTRUCTION, AND SHALL PROVIDE SMOOTH TRANSITIONS TO EXISTING PAVEMENT. PAVING MATERIALS AND CONSTRUCTION THEREOF SHALL BE IN ACCORDANCE WITH THE KTC STANDARD SPECIFICATIONS AND THE PROJECT SPECIFICATIONS.

UTILITY NOTES:

- THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES, AS INDICATED ON THE DRAWINGS, ARE FOR INFORMATIONAL PURPOSES ONLY. NO RESPONSIBILITY IS ASSUMED FOR THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. SERVICE LINE LOCATIONS WERE NOT PROVIDED BY THE UTILITIES AND ARE NOT SHOWN ON THE DRAWINGS. ALL UTILITIES MUST BE MARKED AND THEIR HORIZONTAL AND VERTICAL LOCATION FIELD VERIFIED BY THE CONTRACTOR PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL NOT CUT OR DISCONNECT ANY EXISTING UTILITIES WITHOUT PRIOR APPROVAL FROM THE APPROPRIATE AGENCY.
- EXISTING UNDERGROUND UTILITIES AND SERVICES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ACCORDING TO KNOWN INFORMATION AVAILABLE. THE LOCATIONS SHOWN ARE INTENDED ONLY AS GUIDE AND CANNOT BE GUARANTEED TO BE ACCURATE OR COMPLETE. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL EXISTING UTILITIES, WHETHER SHOWN ON THE CONTRACT DRAWINGS OR NOT. IF DAMAGE IS CAUSED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR RESTORATION OF SAME TO THE SATISFACTION OF THE OWNER OR UTILITY OWNER AT THE CONTRACTOR'S SOLE EXPENSE. ELECTRIC SERVICE, GAS SERVICE, WATER SERVICE, TELEPHONE AND CABLE SERVICE, AND OTHER UTILITY LINES MAY BE LOCATED IN THE PROXIMITY OF THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR:
 - CONTACTING THE INDIVIDUAL UTILITY OWNERS TEN (10) DAYS PRIOR TO CONSTRUCTION AND ADVISING THEM OF THE WORK TO TAKE PLACE.
 - SOLICITING THEIR AID IN LOCATING AND PROTECTING OR RELOCATING ANY UTILITY THAT MAY INTERFERE WITH CONSTRUCTION.
 - TEST PITTING AND VERIFYING THE HORIZONTAL AND VERTICAL LOCATION FOR EACH UTILITY IN THE PROJECT VICINITY BEFORE STARTING CONSTRUCTION.
 - ALL DAMAGE TO ANY EXISTING UTILITY, AND REPAIR THEREOF.
 - CONTACTING THE KENTUCKY UNDERGROUND PROTECTION INC. (B11) 48 HOURS MINIMUM PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO RESTORE ALL EXISTING UTILITIES WHETHER SHOWN OR NOT, ENCOUNTERED OR DISTURBED DURING CONSTRUCTION TO BEFORE CONSTRUCTION CONDITIONS OR BETTER, AS ACCEPTABLE TO THE UTILITY OWNER.
- DO NOT INTERRUPT EXISTING UTILITIES EXCEPT WHEN PERMITTED IN WRITING BY NKU AND THE UTILITY OWNER.
 - AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK, NOTIFY KENTUCKY UNDERGROUND PROTECTION, INC. (B11) TO LOCATE EXISTING UTILITIES IN THE AREA OF WORK. IF UTILITIES ARE TO REMAIN IN SERVICE, PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION.
 - PROVIDE A MINIMUM OF 48 HOURS NOTICE TO NKU AND THE UTILITY OWNER BEFORE INTERRUPTING ANY UTILITY.
 - SHOULD UNCHARTED OR INCORRECTLY CHARTED UTILITIES BE ENCOUNTERED, CONSULT NKU AND UTILITY OWNER FOR DIRECTIONS. COOPERATE WITH NKU AND UTILITY OWNER IN KEEPING UTILITIES OPERATIONAL. REPAIR ANY DAMAGED UTILITIES TO THE SATISFACTION OF NKU AND UTILITY OWNER.
- DUKE ENERGY AND SUNOCO REQUIRE THAT A REPRESENTATIVE BE ONSITE TO OVERSEE ANY EXCAVATION IN THE VICINITY OF THEIR PIPELINES. CONTRACTOR IS TO COORDINATE WITH THESE UTILITY COMPANIES TO FACILITATE ANY NECESSARY INSPECTIONS.
- FIELD NOTES SHALL BE PROVIDED TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION FOR ANY MODIFICATIONS TO UNDERGROUND FACILITIES THAT HAVE NOT BEEN PREVIOUSLY FULLY DOCUMENTED BY THE ENGINEER.

PROHIBITED CONSTRUCTION ACTIVITIES:

- INDISCRIMINATE OR ARBITRARY OPERATION OF EQUIPMENT IN ANY STREAM CORRIDORS, ANY SURFACE WATER, OR OUTSIDE THE MARKED DISTURBED LIMITS IS PROHIBITED.
- CLEAR CUTTING, CLEARING AND GRUBBING SHALL BE PHASED TO MAINTAIN COVER UNTIL ACTUAL CONSTRUCTION HAS PROGRESSED TO THE AREA. NOTE THAT REMOVAL OF ANY TREES PROVIDING POTENTIAL BAT HABITAT MUST BE APPROVED BY NKU.
- REMOVAL OF SEDIMENT-LADEN WATER FROM TRENCHES OR OTHER EXCAVATION DIRECTLY INTO ANY SURFACE WATERS, ANY STREAM CORRIDORS, OR STORM SEWERS IS PROHIBITED. ALL SUCH WATER SHALL BE PROPERLY FILTERED OR SETTLED TO REMOVE SILT PRIOR TO DISCHARGING INTO ANY DRAIN OR WATERCOURSE.

GRADING & GEOTECHNICAL NOTES:

- A GEOTECHNICAL REPORT FOR THIS PROJECT HAS NOT BEEN PREPARED, NOR HAS ANY GEOTECHNICAL EXPLORATION BEEN COMPLETED. THE CONTRACTOR IS RESPONSIBLE FOR ANTICIPATING LOCAL SOIL CONDITIONS BASED ON EXPERIENCE AND UNDERSTANDING OF TYPICAL SOIL CONDITIONS FOR SIMILAR SITES IN THE GENERAL VICINITY. COMPACTION OF HILLSIDE FILL IS TO BE BENCHED AND COMPACTED AND MAY BE INSPECTED AND TESTED BY A GEOTECHNICAL ENGINEER AT NKU'S COST AND DISCRETION.
- THE CONTRACTOR IS RESPONSIBLE FOR TRENCH SAFETY, INCLUDING SHORING, BACKFILLING, PROTECTION OF ADJACENT STRUCTURES. UNBACKFILLED TRENCH LENGTH SHALL BE KEPT TO A MINIMUM. ALL BACKFILL MATERIAL AND ALL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY PER STANDARD PROCTOR ANALYSIS ASTM D 698 OR TO THE PROJECT SPECIFICATIONS, WHICHEVER IS GREATER.
- NKU WILL STAKE THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT ENCROACH BEYOND THE LIMITS WITHOUT PERMISSION, AND WILL BE WHOLLY RESPONSIBLE FOR RESTORATION OF GRASS AND ANY DAMAGE TO PRIVATE PROPERTY.

PROTECTION OF TREES:

- CONTRACTOR SHALL NOT REMOVE ANY TREES 12" IN DIAMETER AND GREATER WITHOUT PRIOR AUTHORIZATION FROM NKU.
- CONTRACTOR SHALL REQUEST CONSTRUCTION STAKING OF CLEARING AND GRADING LIMIT SUFFICIENTLY IN ADVANCE OF CONSTRUCTION TO PROVIDE OWNER WITH TIME TO MARK TREES WITHIN THE CONSTRUCTION LIMITS THAT ARE TO BE SAVED.
- SOME TREES MAY BE MARKED TO BE SAVED IN FILL AREAS, AND CONTRACTOR WILL BE NOTIFIED WHETHER TO FILL AROUND THE TRUNKS OR HOLD THE FILL BACK TO LEAVE THEM IN A LOW AREA. TREES IN CUT AREAS MAY BE SAVED AND LEFT ON A KNOB, OR CONTRACTOR MAY BE DIRECTED TO REMOVE THEM.
- THE CONTRACTOR SHALL AVOID ANY UNNECESSARY DAMAGES TO TREES. CLEAR-CUTTING IS NOT PERMITTED WITHIN TEMPORARY CONSTRUCTION LIMIT OR EASEMENT AREAS WITHOUT THE PRIOR APPROVAL OF THE OWNER AND ENGINEER; THIS INCLUDES WORK AND STAGING AREAS OBTAINED BY THE CONTRACTOR BY MEANS OF PRIVATE AGREEMENT WITH PROPERTY OWNERS. TREE BRANCHES WHICH OVERHANG THE CONSTRUCTION LIMITS AND WHICH INTERFERE WITH THE OPERATION OF EQUIPMENT SHALL BE TIED BACK TO AVOID DAMAGE. WHERE INJURY TO BRANCHES IS UNAVOIDABLE, THE BRANCHES SHALL BE SAWED OFF NEATLY AT THE TRUNK OR MAIN BRANCH AND THE CUT AREA SHALL BE PAINTED WITH APPROVED TREE PAINT IMMEDIATELY. ANY TREES DAMAGED BEYOND SAVING SHALL BE REMOVED BY CONTRACTOR AT HIS OWN EXPENSE. IN THE CASE OF TREES LOCATED OUTSIDE THE CONSTRUCTION LIMIT AREA, RESTITUTION ACCEPTABLE TO THE PROPERTY OWNER SHALL BE PROVIDED BY THE CONTRACTOR.

ENVIRONMENTAL IMPACT PREVENTATIVE AND MITIGATIVE MEASURES:

- THE CONTRACTOR SHALL GIVE SPECIAL ATTENTION TO PROTECTION OF WETLANDS, STREAMS, AND RIPARIAN AREAS, AND THE PREVENTATIVE AND MITIGATIVE MEASURES OUTLINED IN THE DRAWINGS AND SPECIFICATIONS. FAILURE TO COMPLY WITH THESE MEASURES WILL RESULT IN PENALTIES, WHICH MAY INCLUDE STOP WORK ORDERS AND WITHHELDING OF PAYMENT. NKU WILL PERIODICALLY AND ROUTINELY VERIFY THAT THE APPROPRIATE MEASURES ARE BEING FOLLOWED. AREAS OF CONSTRUCTION IN AND AROUND STREAM BANKS AND OTHER AREAS SUBJECT TO EROSION ARE A PARTICULAR CONCERN. CONTRACTOR IS ADVISED TO USE SPECIAL CARE WITHIN SUCH AREAS TO PROTECT NATURAL FEATURES AND TO PROVIDE CAREFUL RESTORATION.
- CLEARING AND GRUBBING SHALL NOT COMMENCE UNTIL THE CONTRACTOR IS PREPARED TO START CONSTRUCTION, AND EROSION CONTROL MEASURES ARE INSTALLED AND IN PLACE. CONTRACTOR SHALL BE RESPONSIBLE TO DISPOSE OF ALL DEBRIS IN A LEGAL AND ENVIRONMENTALLY SOUND MANNER. OPEN BURNING WILL NOT BE PERMITTED. OWNER WILL PROVIDE AN ONSITE LOCATION(S) FOR STOCKPILING STUMPS, BRUSH, TREES, AND WOODY DEBRIS.
- CLEAR CUTTING WILL NOT BE PERMITTED. CLEARING AND GRUBBING SHALL BE PHASED TO MAINTAIN COVER UNTIL ACTUAL CONSTRUCTION HAS PROGRESSED TO THE AREA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY MATERIAL AND LABOR TO FOLLOW THE IMPACT PREVENTION AND MITIGATION MEASURES OUTLINED IN THE DRAWINGS AND SPECIFICATIONS. MEASURES OUTLINED ARE GUIDELINES; ANY ALTERNATES PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL AT LEAST TWO (2) WEEKS PRIOR TO CONSTRUCTION IN ANY AFFECTED AREA. THE COST OF ALL SUCH MATERIAL AND LABOR SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS CONTRACT ITEMS.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES:

- NKU WILL PROVIDE AND MAINTAIN EROSION PROTECTION USING SILT FENCING, OR EQUAL MEANS OF PROTECTION ALONG THE DRAINAGE CHANNEL, AT THE BOTTOM OF CLEARED SLOPED AREAS THAT ARE NOT TO BE IMMEDIATELY SEEDDED AND STRAWED AFTER TOPSOIL RESPREADING, AROUND SOIL STOCKPILE MOUND, ANY OTHER EROSION PRONE AREAS, AND WHERE SHOWN ON THE DRAWINGS AS DIRECTED BY THE OWNER OR ENGINEER. THIS REQUIREMENT PERTAINS ALSO TO HAUL AND ACCESS ROADS. NOTE: DETAILS FOR EROSION PROTECTION ELSEWHERE WITHIN THE DRAWINGS AND SPECIFICATIONS. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL.
- SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT ACCUMULATION MUST BE REMOVED WHEN SEDIMENT HEIGHT REACHES ½ THE HEIGHT OF THE SILT FENCE.
- MINIMIZE OFF-SITE SEDIMENT TRACKING OF VEHICLES BY THE USE OF GRANULAR MATERIAL IN ALL CONSTRUCTION ENTRANCES, ALONG WITH REGULARLY SCHEDULED SWEEPING/GOOD HOUSEKEEPING. STABILIZED CONSTRUCTION ENTRANCES TO BE PROPERLY MAINTAINED AND IN GOOD WORKING ORDER AT ALL TIMES.
- DUST CONTROLS USING APPROVED MATERIALS MUST BE PERFORMED AT ALL TIMES. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION IS PROHIBITED.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED ONTO THE ROADWAYS MUST BE REMOVED IMMEDIATELY.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL, IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- REMOVE ONLY THOSE TREES REQUIRED FOR ACTUAL CONSTRUCTION. WHEN CONSTRUCTION IS ADJACENT TO STREAMS, MAINTAIN BANK COVER BY DEPOSITING EXCAVATED MATERIALS ON THE SIDE OF THE TRENCH AWAY FROM THE STREAM. MAINTAIN A VEGETATION COVER BETWEEN TRENCH AND TOP OF BANK WHEREVER POSSIBLE.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING GRADING TO REDUCE RUNOFF VELOCITIES AND EROSION.
- IMMEDIATELY FOLLOWING CONSTRUCTION AND GRADING, COORDINATE WITH NKU TO STABILIZE EACH DISTURBED AREA WITH PERENNIAL VEGETATION. IF FINAL GRADING AND SEEDING WILL NOT OCCUR WITHIN 14 DAYS OF AN AREA BEING ROUGH GRADED, DISTURBED AREA SHALL BE TEMPORARILY SEEDDED AND/OR MULCHED WITH A MIX APPROVED BY NKU, AT THE CONTRACTOR'S EXPENSE.
- IMMEDIATELY UPON COMPLETION OF THE GRADING OF THE TEMPORARY CHANNEL, CONTRACTOR SHALL CONTACT AND COORDINATE WITH NKU FOR NKU TO PERFORM SEEDING AND EROSION CONTROL BLANKET INSTALLATION. THEREAFTER, CONTRACTOR SHALL AVOID/MINIMIZE DISTURBANCE OF THE CHANNEL BANK VEGETATION.
- FINAL GRADING SHALL BE CONSISTENT WITH PLAN TOPOGRAPHY. FINAL GRADING SHALL BE COMPLETED IN ANY GIVEN AREA AS SOON AS IT IS NO LONGER NEEDED FOR TRAFFICKING OF EQUIPMENT AND MATERIALS. FINAL RESTORATION SHALL BE COORDINATED WITH NKU TO IMMEDIATELY FOLLOW FINAL GRADING.
- WHEN WORKING ADJACENT TO A WATERWAY, THE CONTRACTOR SHALL MAINTAIN A BUFFER ZONE OF UNDISTURBED VEGETATION BETWEEN THE WORK AREA AND THE WATERWAY. WHERE SHOWN ON THE DRAWINGS AND AT OTHER LOCATIONS WHERE A BUFFER ZONE OF VEGETATION CANNOT PREVENT SILTATION OF THE WATERWAY, SILT BARRIERS SHALL BE INSTALLED BY NKU TO PREVENT SEDIMENT-LADEN RUNOFF FROM ENTERING THE WATERWAY.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF BY NKU WITHIN THIRTY DAYS AFTER VEGETATION IS ESTABLISHED AND FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
- IF WORK IS SUSPENDED FOR ANY REASON, THE CONTRACTOR SHALL MAINTAIN THE EROSION AND SEDIMENTATION CONTROLS DURING THE SUSPENSION AT NO ADDITIONAL COST TO NKU.
- EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE DRAWINGS ARE A MINIMUM. CONTRACTOR SHALL COORDINATE WITH NKU TO PROVIDE ALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY TO COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND STORM WATER GENERAL PERMIT REQUIREMENTS.
- CONTRACTOR TO NOTIFY NKU AT LEAST 72 HOURS BEFORE COMMENCING WORK AT THE SITE.



Piner Site - Trib GB1
Stream Restoration Construction Drawings

Boone County, Kentucky

NOTES

Project No:	Checked:
Date:	JMV
8/31/18	Ref:
Sheet:	
C2.0	



VIOX & VIOX
Civil Engineers, Surveyors, and Landscape Architects
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[illegible]

Diagram illustrating the cross-section of a proposed gravel detention trap. The vertical axis represents Elevation [ft.] (ranging from -3 to 4), and the horizontal axis represents Distance from US Corner of Concrete Footing [ft.] (ranging from 0 to 50).

Key features and labels:

- Existing concrete adjacent to area at outlet river** (Handwritten note at the top left).
- Piner GB1 RDB at Proposed Gravel Detention trap** (Title/Location label).
- Top of concrete basin wall** (Dashed line).
- Flow** (Arrow indicating direction of flow towards the culvert).
- Existing ground parallel to road** (Blue line).
- Bottom of concrete basin wall** (Pink line).
- Bottom of basin to be excavated** (Pink line).
- 3' culvert** (Circular structure at the right end).

December 22, 2016


Scott Fennell
Center for Environmental Restoration
Northern Kentucky University
15 Clearview Dr
Highland Heights, KY 41076

RE: Mid Valley Pipeline Company Encroachment Agreement

Dear Mr. Fennell

Please find enclosed Mid Valley Pipeline Company's Encroachment Agreement for your
Piner Stream Restoration project.

If you should have any questions or comments, please feel free to contact me at 610-670-
3279.

Sincerely,

JoMarie Jenkins
Lead Right of Way Specialist

*File p5 above p63
permits*

CONFIDENTIAL
(Grantee), whose mailing address is 15 Clivester Road, Highland Heights, Kentucky 41016.

WITNESSETH

WHEREAS, pursuant to the terms of a certain right of way agreement dated June 1, 1949, executed and delivered by M. C. Carroll and Mildred Carroll, his wife, to Mid Valley Pipeline Company and recorded in the Office for the Recording of Deeds in Boone County, Book No. 82, Page 382, ("Right of Way Agreement") said company had a pipeline over, under, and across lands located in the Township of Hamilton, County of Boone, State of Kentucky; and

WHEREAS, Grantor desires to construct a stream restoration project which includes a mower passage, improve plug and the use of native sods over the Mid Valley pipeline and its corresponding right of way, hereinafter as shown on plats prepared by Statute Engineering, P.C. and as shown on the Construction Drawings, dated May, 2015 with late revision September, 2016 consisting of Sheets 1 through 7 of 23 made part hereinafter as Exhibit "A" and attached hereto referred to as "Improvements", which will (or portions of which) will encroach over, across or within Mid Valley's right of way and easement area as described above.

NOW THEREFORE, in consideration of the mutual promises, covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed by and between the parties hereto as follows:

1. Except as hereinafter provided, Grantor shall not construct nor permit others to construct any buildings, engineering works or other improvements, nor change the grade, within Mid Valley's right of way and easement, an area measuring 25 feet on each side of the centerline of Mid Valley's existing pipeline.
2. Mid Valley hereby consents and agrees, insofar as it has the lawful right to do so, to the construction of said Improvements as limited and described above and in accordance with Mid Valley's Engineering and Construction Guidelines, Revision 3 dated 10/20/2015 incorporated herein by reference. Any deviation, change, or revision to the proposed Improvements is strictly prohibited without the express written consent and approval of Mid Valley.
3. Grantor shall restore all areas disturbed during installation and maintenance of the Improvements in accordance with state and local laws and to prevent the erosion of Mid Valley's right of way.
4. If in Mid Valley's opinion, it deems it necessary to remove any portion of said Improvements to gain access to its pipeline for repair, maintenance, or for any other purpose whatsoever, or in the event of any rights granted in it by the above-described Right of Way Agreement, Mid Valley may, at its sole cost and expense and without notice first give to Grantor, remove all or any portion of said improvements; and after Mid Valley has completed the work for which said Improvements were improved, Grantor agrees to replace same at its sole cost and expense. Mid

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6. It is understood and agreed that any rights acquired under the above-described Right of Way Agreement shall remain in full force and effect.
7. Grantee agrees to immediately contact Grantor's offices in the event of any incident involving, or potentially involving, the pipeline.
8. This Agreement is subject to the existing easement rights of Grantor, and the permission herein granted by Grantor is limited to its interest and authority in the subject land and Grantee acknowledges the possible obligation to obtain the required permission from other parties of interest or local, state or federal agencies.
9. Wherever Grantee will cross the Mid Valley Pipeline and/or easement with heavy equipment, Grantee will place matting or other suitable materials over the Mid Valley pipeline/right of way as determined by Mid Valley's representative in the field. No materials or heavy equipment will be stored on the right of way without Mid Valley's express written consent.
10. Excavated material will not be placed over the Mid Valley pipeline except fill material necessary to provide at least four (4) feet of cover above the pipeline if there is presently insufficient cover over the pipeline. Grantee agrees to clean up and repair all damages to the right of way resulting from the work on or across the right of way in a manner which is reasonably acceptable to Mid Valley.
11. This Agreement may not be modified or amended except on or after the date hereof by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.
12. This Agreement, together with any amendments previously entered into between the parties relating to the Right of Way Agreement, along with the Right of Way Agreement, constitutes the entire understanding between the parties relating to the subject matter hereof and supercedes and revokes any prior understandings or agreements on such matters.
13. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors and administrators, personal representative, successors and assigns of the parties hereto

[Signatures on the following page]

BOULDERS FOR EASE OF CONSTRUCTION

EXISTING GROUND

EXISTING 36" CULVERT PIPE

EXCAVATION FOR GRAVEL STORAGE VOLUME

4'-6" CRUSHED LEVELING BASE IF/AS NEEDED

STACKED NATURAL WALL BOULDERS, HEIGHT TO MATCH TOP OF EXISTING GROUND

Diagram illustrating the proposed location of the culvert pipe and the existing street. The diagram shows a cross-section of the ground with a shaded area representing the proposed culvert pipe. A line labeled "EXISTING STREET" points to the ground surface. A line labeled "D" points to the proposed culvert pipe. A line labeled "OF CULVERT PIPE" points to the proposed culvert pipe.

<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  <p>VIOX & VIOX Civil Engineers, Surveyors, and Landscape Architects 468 Erlanger Road • Erlanger, Kentucky 41018 215B Main Street • Milford, Ohio 45150 Ph Erlanger (859)727-3993 • Ph Milford (513)576-1000 www.vioxinc.com</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>Project No:</p> <p>Date:</p> </div> <div> <p>Checked:</p> <p>Ref:</p> </div> </div>	
		<p>Sheet:</p>	
<p>Piner Site - Trib GB1</p> <p>Stream Restoration Construction Drawings</p>		<p>Boone County, Kentucky</p> <p>DETAILS</p>	
<p>C 6.1</p>			