HENDERSON WATER UTILITY

INVITATION FOR BIDS
and TECHNICAL SPECIFICATIONS

Sellars Ditch Water Line Crossing Project

HENDERSON, KENTUCKY

September 2019
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SELLARS DITCH WATER LINE CROSSING

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Note: Items shown with Bold Underline in this Table of Contents must be completed in their entirety in the bid submittal.
INVITATION FOR BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420, until 1:30 p.m. (CDT), on the 4th day of September 2019, at which time the bids will be opened and considered for the purchase of the following:

SELLARS DITCH WATER LINE CROSSING PROJECT
FOR THE
HENDERSON WATER UTILITY

REF# 201919 Sellars Ditch Water Main Crossing Project

Specifications and Instructions to Bidders, and copies of plan sheets for this project may be obtained from:

HWU website: http://tinyurl.com/hwu-bids

HWU Bobby Gish Administration Building: 111 Fifth Street, Henderson, KY 42420

The Water and Sewer Commission reserves the right to accept or reject any or all bids in whole or in part and to waive informalities and/or technicalities in the bids. Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R.S. 45A.455 are absolutely prohibited.

Clarifications and Addenda will be posted on the HWU procurement web site as listed above.
SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

As used herein:

a. The term “solicitation” includes the Invitation for Bid, Solicitation Instructions and Conditions, Bid Form and Technical Specifications, and any Clarifications or Addenda issued by the Owner.

b. The term “offer” means “bid” or “proposal”.

c. The term “Vendor” shall mean the party responsible for furnishing submittals, equipment, accessories, controls, operation and maintenance manuals and training, startup services and warranting the equipment as required in this Request for Proposals. Prior to award of contract, a potential Vendor may be referred to by the terms “Bidder” or “Offeror”.

d. The term “Owner” shall mean the Henderson Water Utility (HWU), 111 Fifth Street, Henderson, Kentucky, 42420.

e. The term “Engineer” refers to an individual employee of the Owner, acting as design engineer or inspector for this project or procurement.

f. The term “Purchase Order” shall mean the document executed by the Vendor and the Owner of which each of the following form a part: the Invitation for Bids; the Vendor’s Proposal; plan and profile drawing prepared by Branson Surveys; and the attached technical specifications for the Sellars Ditch Water Line Crossing Project, prepared by Henderson Water Utility.

g. The term “Nonresident bidder" is defined by KRS 45A.494(3).

h. The term "Resident bidder" is defined by KRS 45A.494(2).

i. The term "Qualified bidder" means Kentucky Industries for the Blind, Incorporated; any nonprofit corporation that furthers the purposes of KRS Chapter 163; or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3).

2. PREPARATION OF OFFERS

a. Offerors shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the offeror’s risk.

b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain an offeror’s own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.

c. Each offeror shall furnish the information required by the solicitation on the bid forms included herein. The offeror shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.

d. Any explanation or statement which the offeror wishes to make concerning the bid shall be written separately and independently of the proposal or bid, attached to the bid form, and placed in the envelope with the bid. Any such statement or explanation must refer to the bid submitted and shall also be signed by the offeror.

e. Unit price for each unit offered shall be shown and such price shall include packing and delivery to HWU unless otherwise specified within the Bid Form, and shall include startup and training services where specified in the Technical Specifications. Fuel Surcharges and any other miscellaneous charges should be included in the unit price. A total shall be entered in
the amount column of the schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price shall govern.

f. Cash discounts shall not be considered in making the award of the contract.

g. Trade discounts shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.

h. Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.

i. Proposal shall include guaranteed time schedules for submission of shop drawings after award of the Purchase Order, and for shipment of equipment after receipt of approved shop drawings. The award of the Purchase Order will be based on the quoted price and an acceptable shop drawing and equipment delivery schedule.

j. Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; one week is 7 days; one month is 28 days.

3. OFFEROR CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., shall be requested in writing to the HWU Purchasing Manager, not less than five (5) calendar days prior to the bid opening date. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective vendor concerning a solicitation shall be furnished to all prospective vendors as an amendment or clarification of the solicitation, if such information is necessary to vendors in submitting offers on the solicitation, or if the lack of such information would be prejudicial to uninformed vendors.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation shall be acknowledged by the offeror. Acknowledgement shall be received prior to the hour and date specified for receipt of offers, or shall be shown in the appropriate place on the Bid Form. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. PROTEST PROCEDURES

a. Protests prior to bid opening

Any protests, prior to bid opening must be submitted in writing and received by HWU at least ten (10) calendar days prior to bid opening. This ten (10) calendar day deadline may be waived by the HWU Purchasing Manager for good cause shown. The HWU Purchasing Manager will issue a response to the protest no later than five (5) calendar days after receipt of the protest. The response shall be in writing and set forth the reasons for the response. Upon receipt of a protest, the HWU Purchasing Manager will immediately determine if the bid opening should be postponed. If the bid opening is postponed, HWU will notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed. Upon issuance of its response to the protest, HWU will issue an appropriate addendum rescheduling the bid opening.
b. **Protests after bid opening**
Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered. Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by HWU within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by HWU under contract provisions or other remedies, if available.
Protests submitted to HWU shall:
   (a) Include the name and address of the protestor.
   (b) Identify clearly the procurement under which the protest is being submitted.
   (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
   (d) Indicate the action, ruling or relief desired from HWU.

The HWU Purchasing Manager will review the protest and render his or her decision in writing within five (5) calendar days of receipt of the protest, setting forth reasons for his or her decision. HWU is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the HWU Purchasing Manager as to protests shall be final and conclusive, unless, within five (5) calendar days of the date a decision was rendered by the HWU Purchasing Manager, a written appeal of the same is submitted by the bidder to the City of Henderson Water and Sewer Commissioners. Any appeal to the Commissioners shall include:
   (a) A statement of the grounds for review and any supporting documentation.
   (b) A copy of the protest filed with HWU and a copy of the HWU Purchasing Manager’s decision.

If the appeal is submitted prior to award of a contract, HWU will not award until the matter is resolved. If the contract has been awarded prior to the appeal, the contractor shall proceed diligently with the performance of the contract.

6. **SUBMISSION OF OFFERS**
   a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the opening hour and date specified in the solicitation, the solicitation number, and the name and address of the offeror on the face of the envelope(s).
   b. Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., “reduce unit price of item 1 by $1.00”).
   c. Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be
returned at the offeror’s request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.

7. MODIFICATION OR WITHDRAWAL OF OFFERS
Offers may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

8. LATE OFFERS AND MODIFICATIONS
Offers and modifications of offers received at the office designated in the solicitation after the exact hour and date specified for receipt shall not be considered for an award of contract, UNLESS:
   a. No bids are received other than the late bid; and
   b. The needs of HWU are determined to preclude the re-solicitation of bids.

9. MULTIPLE AND ALTERNATE BIDS
Bidders shall submit one response only to the solicitation and shall not propose more than one price, model, and brand for each bid item. Multiple or alternate bids offering more than one bid price in total (or by line-item) shall be cause for rejection unless specifically called for in special provisions provided elsewhere in the solicitation.

10. AWARD OF CONTRACT
   a. It is the intent of HWU to award this contract to the vendor or vendors offering the lowest evaluated bid price for products which meet the specifications set forth in this document. Any and all anticipated costs for HWU to implement the project will be taken into consideration.
   b. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received. The award of this contract will be contingent upon funds being appropriated for this purchase.
   c. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for on account of any injuries or damages received or sustained by any party or parties, by or form any of the acts of the contractor, his servants, or agents.
   d. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions in Western Kentucky area who wish to participate in a cooperative purchase program with Henderson Water Utility. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.
   e. The bidder agrees to hold the proposed pricing for up to 90 days after bid proposal is opened, or for such time as specified on the Bid Form, if different.
f. A written award mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a contract without further actions by either party.

11. METHOD OF AWARD: BEST VALUE - RANKING APPROACH
The Owner intends to award a Contract to the Contractor whose bid, conforming to the BID FORM, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein. An evaluation committee or a designated individual will evaluate the information provided by the Contractor in response to the established measurable criteria contained herein.

**Measurable Criteria: Price 100 Points**
TOTAL POINTS 100 Points

Each Contractor is responsible for submitting all relevant, factual and correct information with their Bid to enable the evaluator(s) to afford each Contractor the maximum score based on the available data submitted by the Contractor. The Contractor shall explicitly adhere to the BID FORM which contains adequate space for the Contractor's pricing.

**Bid Price (100 Points)**
The bidder with the lowest Bid Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest Price and multiplying that percentage by the available points. For Example, 100 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids $3.00 as the lowest bidder and receives the maximum 100 points ($3.00 / $3.00 = 1.00 X 100 = 100). Assume Bidder "B" is next lowest bidder at $4.00, then "B" receives 75 points ($3.00 / $4.00 = .75 X 100 = 75).

Best Value scoring is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

The Contractor is required to submit a complete copy of the "Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status" attached to the BID FORM.

12. KENTUCKY / INDIANA SALES AND USE TAXES
Sales of tangible personal property or services to HWU are not subject to state sales or use taxes. Henderson Water Utility's Kentucky/Indiana sales tax exemption number will be provided to the successful bidder(s).

13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS
Any contracts or orders placed as a result of the offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Conflicts of interest, gratuities and kickbacks as defined and provided for in KRS 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of KRS 45A.455 are complied with fully.
A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson.

A Henderson County business license is required for all vendors servicing accounts at HWU locations outside the City of Henderson but in Henderson County. Information regarding the business license can be obtained by calling the business license office at 270-831-1200. Vendors will be allowed ten (10) days after award of bid to submit a copy of their current business license(s) to the Purchasing Manager.

14. CONFLICTS OF INTEREST – Gratuities and kickbacks – Use of confidential information (KRS 45A.455)

a. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
   i. He, or any member of his immediate family has a financial interest therein; or
   ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
   iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

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

c. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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

e. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.
15. CONTRACT MODIFICATIONS
During the period of the contract, no modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager. If the contractor finds at any time that existing conditions make modification in requirements necessary, he shall promptly report such matter to the Purchasing Manager for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

16. ADDITIONAL CHARGES/FEES
The bid price of the product is the complete product price. There will be no fuel surcharges, delivery fees, handling fees, container return fees, or any other fees/charges associated with the purchase, installation or delivery of products.

17. WARRANTY – CORRECTIVE WORK
The Contractor shall guarantee all work performed under this contract for a period of one (1) year after the date of Substantial Completion. This provision covers any work performed by the Contractor that is found to be defective, the repair of any damages to the site and adjacent areas that the contractor used during construction. Where defective work has been corrected or removed and replaced, the correction period with respect to that work will be extended for an additional period of one year after correction has been satisfactorily completed.

18. SELLER’S INVOICES
Invoices shall be prepared and transmitted via fax or USPS to HWU at the provided address. Invoices shall contain, at a minimum, the following information: Purchase Order number, Bill of Lading number, delivery location, and an appropriate weight ticket, where applicable.

HWU is a municipality and invoices are processed for payment not less than once per month. Terms are net 30 after receipt of invoice.

19. PRECEDENCE OF PROVISIONS
In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Addenda, if issued; (b) Solicitation Instructions and Conditions; (c) General Conditions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, e) the Technical Specifications.

20. NONDISCRIMINATION
Civil Rights Act of 1964: In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations of the Federal Department of Transportation (49 CFR, part 21) issued pursuant to such Act, all bidders are hereby notified that HWU will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the responsible bidder with the lowest evaluated bid without discrimination on the grounds of race, color, national origin, disability, gender, or age.

Americans with Disabilities Act: In accordance with the provisions of The Americans with Disabilities Act of 1990 (ADA) which specifically prohibits discrimination against persons with disabilities, all bidders are hereby notified that the contract entered into pursuant to this advertisement shall include a clause that specifically requires compliance with the ADA and prohibits discrimination against persons with disabilities. The ADA further requires that all new construction, reconstruction, and
alterations to existing pedestrian facilities be constructed in accordance with Federal accessibility standards.

21. INSURANCE
Contractors, including all Subcontractors, furnishing labor, and/or equipment under this requirement shall carry the following insurance in addition to all insurance required by law. Valid certificates of insurance shall be furnished to the Owner prior to the Contractor causing any work to begin.

<table>
<thead>
<tr>
<th>A. Workman’s Compensation</th>
<th>Statutory</th>
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<tbody>
<tr>
<td>B. Broad Form Comprehensive General Liability including coverage for Bodily Injury, Personal Injury, Products, Completed Operations, and Broad Form Property Damage, (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)</td>
<td>Bodily Injury: $1,000,000 each occurrence $2,000,000 aggregate Property Damage: $1,000,000 each occurrence</td>
</tr>
<tr>
<td>C. Comprehensive Automobile Liability, including Hired Car and Employer’s Non-Ownership Liability Coverage.</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>D. Endorsement naming as additional insured “The Henderson Water and Sewer Commission, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.”</td>
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<tr>
<td>E. Endorsement that Contractor’s insurance coverage shall be primary insurance as respects HWU. Any insurance or self-insurance maintained by HWU shall be separate from Contractor’s insurance and shall not contribute with it.</td>
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<tr>
<td>F. Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the HWU and signed by the Bidder’s insurer shall be supplied by Bidder to HWU evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the HWU prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.</td>
<td></td>
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</tbody>
</table>

The insurance shall:

a) Include the interests of the Owner, Contractor, Subcontractor, Engineer, Engineer’s consultants and any other individuals, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

b) Be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss.

c) Remain in effect for the duration of the contract and warranty period.
BID FORM

PROJECT IDENTIFICATION:  Sellars Ditch Water Line Crossing Project
Henderson Water Utility
Ref# - 2019 – 19

THIS BID SUBMITTED TO:  Henderson Water Utility
111 Fifth Street
Henderson, KY  42420

CONTACT INFORMATION:  All questions regarding this bid solicitation should be directed to the
Purchasing Manager as per item #3 in the Solicitation Instructions and
Conditions.

DATE REFERENCES:  Last day for bid clarifications: 3 September 2019
Bid Closing: 4 September 2019, 1:30 p.m.
HWU Board Meeting (award): 16 September 2019

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish equipment as
specified or indicated in the Bid Documents and Technical Specifications for the Bid Price(s) and in
accordance with the other terms and conditions of the Bid Documents and Technical Specifications.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the Bid
Documents and Specifications. This bid will remain subject to acceptance for sixty days after the day
of bid closing.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:

   a. BIDDER has examined copies of all the Bidding Documents and of the following addenda
      (receipt of all which is hereby acknowledged):

      | DATE | NUMBER |
      |------|--------|

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Technical
      Specifications, and all conditions, laws and regulations that in any manner may affect cost, or
      furnishing the equipment required.

   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person,
      firm or corporation and is not submitted in conformity with any agreement or rules of any
      group, association, organization or corporation; BIDDER has not directly or indirectly induced
      or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or
      induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought
      by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER.
Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of KRS 45a.465 are complied with fully.

d. Specify a unit price in figures for each bid item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the space provided for that purpose. Round the products by dropping all digits past the cent. Write in ink or type all figures. In case of discrepancy between a price written in words and the same item price written in figures, the price in words will be considered the correct price. In case of discrepancy between a unit price and an extended amount, the unit price shall govern.

**Bid Form**

Furnish and Install Pipe, Fittings and Accessories

Pricing to be held for 60 days after submittal is opened

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**ITEM No. 1: Mobilization & Demobilization**

Includes Mobilization and Demobilization of personnel and subcontractors to site, general conditions, traffic control, permit compliance, Bid Bond, Performance and Payment Bond, etc., and all other costs not included in the other items under this Contract, including demolition and disposal of debris, as required. This item will be paid 75% with the first pay application after the start of construction, and 25% with the last pay application, and includes all costs of any subsequent demobilizations and re-mobilizations as required by the project schedule.

LUMP SUM BID PRICE____________________________________________________

____________________________________________ Dollars ($_______________).

(Use words)       (figures)

**ITEM No. 2: 12” HDPE Water Main – Directional Drilling**

655 Linear Feet of 12” HDPE Water Pipe, including furnishing and installing all pipe, connections, joint materials and other materials required for installation; fusion welding; installation by directional drilling; flanged end connections on each end of the bored pipe; hydrostatic testing; all complete in place and ready for use.

655 Linear Feet @ $_______________ Equals $ ________________

Unit Price L.F.         Extended Amount
TOTAL BASE BID PRICE (Item 1 & 2)

TOTAL BID PRICE______________________________________________________________

_____________________________________________ Dollars ($_______________).

(Use words) (figures)

Bidders – please attach a “post-it” note or other tag to this page, in your completed bid.

ALTERNATE BID ITEM No. 3: 10” Fusible PVC Water Main – Directional Drilling

655 Linear Feet of 10” Fusible PVC Water Pipe, including furnishing and installing all pipe, connections, joint materials and other materials required for installation; fusion welding; installation by directional drilling; flanged end connections on each end of the bored pipe; hydrostatic testing; all complete in place and ready for use.

655 Linear Feet @ $_______________ Equals $ ______________________

Unit Price L.F. Extended Amount

It is the Owner’s intention to award this bid to the lower of the Primary or Alternate Bid Prices (either Bid Item 2 OR Bid Item 3).

Bidders are not required to submit pricing on both items. If not submitting a Bid on an item, write “N/A” in both blank spaces for that item.
Shop Drawing / Equipment Delivery Schedule:

Number of days from Award of Purchase Order to shop drawings: **15 days**

Number of days from shop drawing approval to substantial completion: **60 days**

Vendor’s taking exceptions to these timeframes, note that below.

**Exceptions Taken to this Proposal:** List all exceptions. (If none, check here).
SIGNATURE PAGE

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicate by any such person prior to the official opening of the bid.

_________________________________
Signature of Authorized Official

____________________________
Name and Title (printed)

____________________________
Legal Name of Business

____________________________
Address

____________________________
Address

____________________________
Telephone Number

____________________________
Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature ____________________________ Title ______________________________
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:
I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

_______ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_______ Per KRS 45A.465 (3), a “Qualified nonprofit agency for individuals with severe disabilities” means an organization that:

(a) Is organized and operated in the interest of individuals with severe disabilities; and

(b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and

(c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and

(d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

________________________________________    ______________________________________
Signature Printed Name

________________________________________    _________________________________
Title Date

________________________________________    _________________________________
Company Name Address

Subscribed and sworn to before me by __________________________ this _____ day of
____________________, 2019.

________________________________________    _________________________________
Notary Public My Commission Expires

[Seal of Notary]  

Check this box if not claiming Qualified Bidder Status □
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding 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:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
   a. Filed Kentucky corporate income taxes;
   b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
   c. Maintained a Kentucky workers’ compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_________________________________________  ______________________________________
Signature                                           Printed Name
_________________________________________  __________________________
Title                                               Date
_________________________________________
Company Name
_________________________________________
Address

Subscribed and sworn to before me by ___________________________ this _____ day of
_______________, 2019.

_________________________________________  __________________________
Notary Public                                       My Commission Expires

[Seal of Notary]

Check this box if not claiming Resident Bidder Status ☐
Statement Required Pursuant to KRS 45A.395

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of________________________________________)
County of_______________________________________)
______________________________________________, being first duly sworn, deposes and says that:

1. He or she is the owner, partner, officer, representative, or agent of
   ____________________________________________, the Bidder that he or she has submitted the
   attached bid;
2. He or she is fully informed respecting the preparation and contents of the attached
   Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,
   representatives, employees or parties in interest, including this affiant, has in any
   way colluded, conspired, connived or agreed, directly or indirectly, with any other
   Bidder, firm or person to submit a collusive or sham Bid in connection with the
   Contract for which the attached bid has been submitted or to refrain from bidding in
   connection with such Contract, or has in any manner, directly or indirectly, sought by
   agreement or collusion or communication or conference with any other Bidder, firm
   or person to fix the price or prices in the attached bid or of any other bidder, or to fix
   any overhead, profit or to secure through any collusion, conspiracy, connivance or
   unlawful agreement any advantage against the Henderson Water Utility, the City of
   Henderson or any person interested in the proposed Contract: and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted
   by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
   Bidder or any of its agents, representatives, owners, employees, or parties in interest,
   including this affiant.

______________________________________________
Signed

______________________________________________
Title

Subscribed and sworn to before me this
_____day of ________________________, 2019.

______________________________________________

______________________________________________  My commission expires _____________
Title
TECHNICAL SPECIFICATIONS
SELLARS DITCH WATER LINE CROSSING PROJECT

A. GENERAL

1. SCOPE OF WORK – BONDS - PERMITS

This request is for a proposal to furnish and install a new water line crossing of Sellars Ditch, for the Henderson Water Utility, Henderson, Kentucky. Henderson Water Utility will make connections of the new water main to the existing main on each end and will be responsible for disinfection of the line after those connections are made.

Each bid item should include any delivery fees, handling fees, fuel surcharges, or any other fees/charges associated with the purchase, delivery and installation of the product.

If the total construction contract amount (bid) awarded is an amount in excess of twenty-five thousand dollars ($25,000), a Performance bond and a Payment bond shall be furnished. Performance and Payment bonds shall be in an amount equal to one hundred percent (100%) of the contract price.

Bid security (bid bond) in an amount equal to five percent (5%) of the amount of the bid shall be furnished for all bids. If the successful low bidder fails or refuses to execute the contract and bonds required within ten (10) days after notice of acceptance of his bid, he shall forfeit to the Owner as liquidated damages the bid security submitted with his bid.

If the work is not completed within the time specified, liquidated damages in the amount of $1,000 per week shall be deducted from the compensation due the contractor.

HWU has obtained permits from the Division of Water (Stream Construction), and the local Flood Plain Administrator (Stream Construction), and from the Kentucky Transportation Cabinet (for Right-of-Way Encroachment) for this work. A Corps of Engineers permit (Nationwide) was not required. The Contractor is responsible for complying with the terms of all permits.

The Owner will file completion forms for all permits after work is complete.

2. SUBMITTALS (Shop Drawings)

The Vendor shall submit to the Engineer a minimum of three copies of information describing and depicting the details of the equipment, controls, materials and/or services to be provided, hereinafter referred to as “shop drawings.” After approval, shop drawings will be distributed as follows: two sets to Owner’s central files, and one set to the Vendor. If the Vendor requires more copies, specify that at the time of submittal; the Engineer will review up to five sets of each shop drawing submittal.

Shop drawings shall be submitted no later than 30 days after the purchase order date.

Rejection of the same shop drawings on three separate occasions shall constitute grounds for total rejection of the proposed vendor as being unable or unwilling to meet the requirements of the bid.
Shop drawings for the equipment and materials described in this Request for Proposals must show, as a minimum, the following information:

a. Manufacturer’s cut sheets or other detailed product information.
b. Detailed dimensional drawings of each valve and fitting.
c. Detailed description of materials of construction and applicable standards.

3. **MATERIAL TO BE OBTAINED FROM THE CONTRACTOR**

The Bidder shall provide all items named in this Request for Proposals or so noted on the Purchase Order and such incidental items as may be required for the safe and proper installation and operation of the materials and equipment furnished for the purpose(s) intended.

The Vendor shall provide all gaskets, bolts, and other miscellaneous items required to install the material described in this Request for Proposals.

Equipment or materials offered contrary to the provisions of this Paragraph will be subject to rejection.

4. **TRANSPORT AND DELIVERY**

Transport and handle items using equipment and methods that prevent damage to the coating. Deliver pipe adequately stored on timbers or pallets. Valves, gaskets, fittings and small parts shall be delivered on pallets, and shall be boxed, shrink-wrapped, or otherwise protected from weather and loss.

Repair minor damage to exterior and interior coatings as the Engineer directs before pipe installation. Significant damage due to improper procedures for packing and handling of pipe and other materials will be reason for rejection.

5. **MATERIALS OR EQUIPMENT TO BE FURNISHED (“OR EQUAL” CLAUSES)**

Where the specifications state "equal to" followed by a brand name or model, a standard of quality is being set. The naming of a brand or model is a matter of convenience to avoid writing a volume. Other brands or equipment under this category may be submitted. The Engineer will consider other products on the basis of materials of construction, weight, function, size (it must fit the space provided), service history and electrical and mechanical characteristics.

Where the specifications state one or more model numbers and manufacturers followed by the words "or approved equal" the meaning is that the product(s) specified is acceptable and that while there may be other products that are acceptable the only way to be assured is to submit the desired substitution during the BID PROCESS and receive an affirmative answer. The Engineer will consider the factors previously described in making the determination.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. The Engineer shall have the right to require the use of such specifically designated material, article, or process. The Engineer, where practical, may require submission of actual samples of materials or products.
6. SAFETY

All work shall be carried out in accordance with all applicable rules and regulations of the Kentucky Labor Cabinet, Division of Occupational Safety and Health, and HWU Safety Policies.

Since this work is being done at the intersection of two State highways, traffic control shall follow the requirements of the Kentucky Transportation Cabinet (KYTC) and the Manual of Uniform Traffic Control Devices (MUTCD). See section C, 3.2, and the attached KYTC Encroachment Permit below for signing required in the work zone.

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7. PRODUCT DELIVERY, STORAGE AND HANDLING

Care shall be exercised in transporting and handling to avoid damage to pipe and fittings, and all appurtenances. Materials shall be stored in an enclosure or under protective coverings if required by the engineer to prevent damage. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris.

Contractor shall be responsible for all materials furnished and shall replace at his own expense all materials found defective in handling after delivery. Contractor shall report to HWU immediately upon finding defects in any material supplied by HWU. Contractor shall furnish all materials and labor required for replacement of installed materials discovered defective or damaged.

HWU reserves the right to reject any materials that do not comply with these standards.
8. NOTIFICATION & ACCESS

The Contractor shall give the Owner or Owner’s representative a minimum of 48-hour notice before starting construction. Where a public roadway must be closed, notify all safety agencies and the general public in accordance with local and state regulations. Where a private driveway must be closed, provide the resident a minimum 48-hours’ notice. Maintain continuous access to residential private driveways to the maximum extent possible. Maintain access for public safety vehicles (police, fire, ambulance) to all properties in the project area.

9. INSPECTION

The Owner’s Engineer shall make periodic observations during construction to provide final certification that the improvements were installed in conformance with HWU standards and the approved construction drawings. In addition to observation by the Engineer, a final inspection will be made prior to putting the facilities in service. Final inspection will be made prior to acceptance of any facilities and only after all construction is complete. The Contractor shall provide labor and materials as required to complete the punch list developed during final inspection. Access to the construction site and construction records shall be provided to inspectors at all times.

B. MATERIALS

1. HDPE PIPE FOR POTABLE WATER

High Density Polyethylene Pipe (HDPE) shall be 250 psi working pressure, dimensional ratio DR9, for 30” and smaller, and shall conform to ASTM D-3350.

Molded fittings shall be made from material meeting the same requirements as the pipe, shall be manufactured in accordance with ASTM D3261 and shall be so marked. Fittings shall meet the appropriate AWWA standard (C901 or C906) and shall be Pressure Class 250.

Mechanical connections, when used, shall be specifically designed for use with HDPE pipe.

Pipe and molded fittings shall be manufactured by JM Eagle, or approved equal.

Each length of HDPE sanitary sewer shall be clearly marked with the Manufacturer’s Name, Tradename or Trademark, Nominal pipe size, Pipe Stiffness, Production Code/Extrusion Code, Material Cell Class Designation and ASTM number.

Joints shall be of a heat fusion joining system. Pipe and fittings shall be thermal butt fusion, saddle fusion, or socket fusion in accordance with manufacturer recommended procedures and ASTM D-2161. At the point of fusion, the outside diameter and minimum wall thickness of the fitting shall match the outside diameter and minimum wall thickness specifications of ASTM D-1248 for the same size pipe.

Joining of the pipes and fittings shall be performed in accordance with ASTM D-2774. Depending upon the installation requirements and site location, joining shall be performed within or outside the excavation. Joints of the pipe sections shall be smooth on the inside and internal projection beads shall not be greater than 3/16 inch.

The tensile strength at yield of the butt-fusion joints shall not be less than the pipe.

Pipe shall be marked as follows: Nominal pipe size; Dimension Ratio (DR), Standard Dimension Ratio (SDR), or Schedule; AWWA pressure class, or standard pressure rating for non-AWWA pipe, as
applicable; AWWA standard designation number; NSF-61 mark verifying suitability for potable water service.

2. **FUSIBLE PVC PIPE FOR POTABLE WATER**

All piping shall be made from PVC compound conforming to cell classification 12454 per ASTM D1784. Fusible PVC pipe shall be 305 psi working pressure, dimensional ratio DR14, and shall be tested at the extrusion facility for properties required to meet all applicable parameters as outlined in AWWA C900, and applicable sections of ASTM D2241. Testing priority shall be in conformance with AWWA C900. Fusible PVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe. Fusible PVC pipe shall be manufactured in a standard 40’ nominal length, or custom lengths as specified by the Contractor. Fusible PVC pipe shall be blue in color for potable water use.

Pipe shall be marked as follows: Nominal pipe size; Dimension Ratio (DR), Standard Dimension Ratio (SDR), or Schedule; AWWA pressure class, or standard pressure rating for non-AWWA pipe, as applicable; AWWA standard designation number; NSF-61 mark verifying suitability for potable water service.

C. INSTALLATION

1. **DIRECTIONAL DRILLING**

All directional drilling operations shall be performed by a qualified directional drilling Contractor with at least three (3) years experience involving work of a similar nature to the work required of this project.

The Contractor must have installed a minimum of 10,000 linear feet of pipe (4-inch diameter or greater) using directional drilling operations. A list of project references and proof of contractor experience shall be presented to the Owner on request.

Contractor operations shall follow the “Horizontal Directional Drilling Good Practices Guidelines” published by the North American Society for Trenchless Technology (NASTT).

All construction work shall be performed in accordance with the following:

**Prior to Construction:** The Contractor shall familiarize itself with the work area and the technical requirements of the plans. The Contractor shall establish construction marking/staking, prior to construction, to indicate entry and exit locations, and proposed HDD alignment at 50-foot (max) intervals.

Provide the Engineer with a contact list of all crew foremen. Identify one crew member on site as the safety representative.

Pipe should be loaded, off-loaded, and otherwise handled in accordance with all the pipe supplier’s guidelines. Off-loading devices such as chains, wire rope, chokers, or other pipe handling implements that may scratch, nick, cut, or gouge the pipe are strictly prohibited.

During removal and handling, be sure that PVC pipe does not strike anything. Significant impact could cause damage, particularly during cold weather. If appropriate unloading equipment is not available,
pipe may be unloaded by removing individual pieces. Care should be taken to ensure that pipe is not dropped or damaged. Pipe should be carefully lowered, not dropped, from trucks.

Sections of the pipes with cuts and gouges exceeding 10 percent of the pipe wall thickness or kinked sections shall be removed and the ends rejoined.

Butt-Fusion Joining: Butt-fusion of pipes shall be performed in accordance with the manufacturer’s recommendations as to equipment and technique. Butt-fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe.

**During Construction:** The Contractor shall calibrate its tracking and locating equipment at the beginning of each workday. Monitor and record the alignment and depth readings provided by the tracking system every 25 to 50 feet for normal conditions. An “as built” plan and profile shall be updated as the pilot bore is advanced, and shall be submitted to the Owner prior to final payment.

The Contractor shall complete the installation as designed and permitted both horizontally and vertically unless otherwise authorized by the Engineer.

The Contractor shall attempt to maintain drilling fluid circulation throughout the HDD process, both during the initial pilot hole installation, and during the reaming and back pull processes.

The Contractor shall not expand the bore hole by more than six inches (6”) using only compaction reamers. The Contractor shall plan its reaming and back pulling operations carefully to ensure that, once started, all reaming and back pulling operations can be completed without stopping and within the permitted work hours.

The Contractor shall always and for the entire length of the alignment be able to demonstrate the horizontal and vertical position of the alignment, the fluid volume used, return rates, and pressures.

The pipe shall be hydrostatically tested for a short period of time after installation.

The Contractor shall inspect the work and surrounding area to ensure that no construction-related damage has occurred including heaving or humping of paved surfaces and including drilling fluid fractures or releases.

At the request of the Engineer, the Contractor shall provide access for inspection of the operations. Mechanical connections of the polyethylene pipe to pipes installed by HWU shall be through flanged connections. Provide ASTM A240, Type 304 stainless steel backing flange, 125-pound, ANSI B16.1 standard, and gaskets as required by the manufacturer. Provide a blind flange of similar design to the end flange for required hydrostatic testing.

**Following Construction:** The Contractor shall notify the Engineer upon completion of the authorized work. Prior to the start of backfilling excavations under paved surfaces, the Contractor shall notify the Engineer to schedule an inspection. Upon completion of all right-of-way restoration activities, the Contractor will schedule a closeout inspection.

The Contractor’s 1-year warranty period will not begin until any corrective actions required have been completed and inspected to the Engineer’s satisfaction.
2. **DRILLING FLUID CONTAINMENT AND DISPOSAL**

The Contractor shall contain, handle, and dispose of drilling fluids in accordance with the following requirements. All drilling fluid and fluid additives shall be disclosed, and Material Safety Data Sheets (MSDS) shall be provided to the Engineer upon request.

Excess drilling fluid shall be confined in a containment pit at the entry and exit locations until recycled or removed from the site. Precautions shall be taken to ensure that drilling fluid does not enter roadways, streams, municipal storm or sanitary sewer lines, and/or any other drainage system or body of water. Unintended surfacing of drilling fluid shall be contained at the point of discharge and recycled or removed from the site.

Drilling fluids that are not recycled and reused shall be removed from the site and disposed at an approved disposal site. Drilling fluids shall be completely removed from the construction site prior to back-filling or restoring the site. Collection, transportation, and disposal of drilling fluids shall be environmentally safe and comply with local ordinances and government regulations.

3. **OTHER ITEMS OF WORK**

3.1 **EXISTING UTILITIES**

Special precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the City or by public or private utility companies.

Where existing utilities or appurtenant structures, whether underground or aboveground are encountered, they shall not be displaced or disturbed unless necessary, and in such cases shall be replaced in as good or better condition than found as quickly as possible.

The Contractor shall bear the entire responsibility for locating, avoiding or repairing damage to said existing utilities. No work shall be performed prior to contacting Kentucky 811 and existing underground utilities being located and marked. Contractor is responsible for contacting utilities that do not subscribe to Kentucky 811.

3.2 **TRAFFIC CONTROL**

The Owner obtained a permit from the Kentucky Transportation Cabinet for this work, including the encroachment on the right-of-way of Ky. Hwy. 285, and the crossing under KY Hwy. 1299. The Contractor shall follow the requirements of the permit, including traffic control devices specified. A copy of that permit is attached.

If the Contractor’s operations block any portion of the roadway, flaggers shall be provided for control of traffic in each direction from the blockage, including on the side road (KY 1299).

All workers within the right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to work vehicles and construction equipment within the temporary traffic control zone shall wear high-visibility safety apparel that meets the Performance Class 3 requirements of the ANSI/ISEA 107–2004 publication entitled “American National Standard for High-Visibility Safety Apparel and Headwear” or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.
All traffic control devices and signs shall meet the standards of KYTC and conform to the Manual of Uniform Traffic Control Devices, Chapter 6.

Provide drums or cones at the edge of the roadway (on the shoulder, off the traveled surface) to delineate the work zone at the insertion and recovery pits. Provide barricades or other protective devices for any excavation or pit that remains open after working hours.

Provide construction zone signage as follows:

1. “Utility Work Ahead” (W21-7), 48” x 48”, 1,000 feet from work zone in each direction (East and West on KY 285, South on KY 1299).
2. “Shoulder Work” (W21-5), 48” x 48”, 500 feet from work zone in each direction (East and West on KY 285, South on KY 1299).
Mr. Tom Williams  
Henderson Water Utilities  
111 Fifth Street  
Henderson, KY 42420

Re: Henderson County MP-051-00285-0.935  
KY 285 – Henderson-Dixon Road  
Henderson Water Utilities  
Utilities Permit # 02-2019-00243

Dear Mr. Williams:

The Department of Highways has approved your application for an encroachment permit. Please ensure a copy is given to the party responsible for completing the project and is kept at the job site at all times.

Please see that the work is done in strict conformity with the permit and any other applicable conditions (see Form TC 99-21 and any other attached documents, conditions, or specifications). The work should be completed no later than January 1, 2020. When the permitted work and any necessary restoration have been completed, please notify this office by using the attached form which will serve as notification for final inspection.

If there are any questions regarding this permit, please do not hesitate to contact Taylor Franklin at 270-824-7080 or fax number 270-824-7091.

Sincerely,

Tate Byrum, P.E.  
Transportation Engineering Supervisor/Permits  
District Two

Attachments
APPLICATION FOR ENCROACHMENT PERMIT

SECTION 1: APPLICANT CONTACT INFORMATION

NAME
Henderson Water Utility

ADDRESS
111 Fifth Street

CITY
Henderson

STATE
Kentucky

ZIP
42420

EMAIL
tom.williams@hkywater.org

CONTACT NAME 1
Tom Williams, P.E.

EMAIL
tom.williams@hkywater.org

PHONE #
270.826.2421

CELL #
270.82.2573

CONTACT NAME 2 (if applicable)

SECTION 2: PROPOSED WORK LOCATION

ADDRESS
3224 KY 1299

CITY
Henderson

STATE
Kentucky

ZIP
42420

COUNTY
Henderson

ROUTE #
KY 285

MILE POINT
5.957

LONGITUDE (X)
37.794629

LATITUDE (Y)
87.595426

FOR KYTC USE ONLY

Permit Type: 
- Air Right
- Entrance
- Utilities
- Vegetation Removal
- Other:

Location: 
- Left
- Right
- Crossing

Access: 
- Full
- Partial
- by Permit

SECTION 3: GENERAL DESCRIPTION OF WORK

Installation of a replacement 12" water main by directional drilling. Original main installed in 1967 is exposed near the bridge and in danger of failure. The new location is two feet (2') inside the right-of-way line on the southeast side of the roadway for KY 285. The installation also crosses under KY 1299, near its intersection with KY 285. The installation does not interfere with any frontage rights of any abutting property owner.

The existing 10" water main is shown on plans for the KY 285 bridge, dated 6/24/1982, Proj. No. BRZ 0203 (86). That main will be abandoned in place.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL, UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

SIGNATURE

DATE
12 July 2019

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.
APPLICATION FOR ENCOmRAMPMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KRY10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway’s Standard Specifications, Sections 212 and 213, as amended.

3. INDEMNITY:
   A. PERFORMANCE BOND: The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department’s Encroachment Permit requirements.
   B. PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
   C. LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
   D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department’s Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department’s current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee’s entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.
10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), ____________________________, hereby consent to the granting of the permit requested by the applicant along Route ____________________, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) ____________________________, subscribed and sworn by ____________________________, on this date ______________________.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.
17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee’s rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department’s Engineer on the project in order to coordinate all permitted work with the Department’s prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

21. 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 the 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 Clerk to determine what utility companies have facilities in the area.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007
ENCROACHMENT PERMIT

KYTC KEPT #: 02-2019-00243

Permittee: Henderson Water Utility

Permit Type / Subtype: Utilities / Water

Work Completion Date: 1/1/2020

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This permit has been: APPROVED [X] DENIED [ ]

tate byrum

D2 Permits - supervisor 7/24/2019

SIGNATURE TITLE DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

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<th>Longitude</th>
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To Submit a Locate Request
24 Hours a Day, Seven Days a Week
Call 811 or 800-752-6007
ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

Permit No. 02-2019-00243

I. SAFETY

A. General Provisions

☒ All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual.

☒ All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.

☒ No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the Manual on Uniform Traffic Control Devices.

☒ When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between __________ and __________.

☒ The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.

☒ No nonconstruction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.

☒ The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

B. Explosives

☒ No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

C. Other Safety Requirements

☐

II. UTILITIES * Applies to Fully Controlled Access Highways ONLY

☐ *All work necessary within the right of way shall be performed behind a temporary fence erected prior to a boring operation.

☐ *The temporary woven wire fence shall be removed immediately upon completion of work on the right of way, and the control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.

☐ *All vents, valves, manholes, etc., shall be located outside of the right-of-way.

☐ *Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.

☒ The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42 inches deep.
II. UTILITIES (Continued)

☒ Encasement pipe pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.

☒ Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 30-inch cover above top of pipe or conduit.

☒ All pavement cuts shall be restored per Kentucky Transportation Cabinet form TC 99-13.

☐ Aerial crossing of this utility line shall have a minimum clearance of _____ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Farenheit).

☐ The 30-foot clear zone requirement shall be met to the extent possible in accordance with the Permits Manual.

☐ Special requirements:

III. GENERAL

A. OSHA

☒ Kentucky Occupational Safety and Health Standards for the construction industry, which has the effect of law, states in part: (Page 52, 1926.651, Specific Excavation Requirements) “Prior to opening an excavation, effort shall be made to determine whether underground installations, (sewer, telephone, water, fuel, electric lines, etc.) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.”

B. Archaeological

☒ Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis, which maintains an archaeologist on staff, or with the Office of the State Archaeologist located at the University of Kentucky. Following this consultation, further action shall be decided on a case-by-case basis by the State Highway Engineer or the Transportation Planning Engineer or their designated representative.

C. Utilities in the Work Areas

☒ The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department.

☒ All existing manholes and valve boxes shall be adjusted to be flush with finished grade.

D. Environmental

☒ If the activity to which this permit relates disturbs one acre or more of land, you must obtain a KPDES KYR10 permit.

Websites

http://www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/

Inspectors for KPDES KYR10 at www.KEPSC.org
IV. RIGHT OF WAY RESTORATION

- All disturbed portions of the right of way shall be restored to grass as per Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition). A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding shall be as follows:

  Lawn or High Maintenance Situation
  - 70% Lawn Fescue (e.g., variety - Falcon)
  - 30% Bluegrass or
  - 70% Lawn Rye (e.g., variety - Derby)
  - 30% Bluegrass

  Right of Way Lawn Maintenance Situation
  - 70% KY 31 Fescue
  - 30% Perennial Rye Grass or
  - 100% KY Fescue

- Two tons of clean straw mulch per acre of seeding.

- Prior to seeding, the ground shall be prepared in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

- Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing.

- All ditch-flow lines and all ditch-side slopes shall be sodded.

- Existing concrete right of way markers shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee, with new concrete markers to match the original markers, in accordance with Kentucky Department of Highways Standard Drawings. Markers that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department.

- Other right of way restoration requirements are as follows:

V. DRAINAGE

- All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating in accordance with Department Standard Specifications for Road and Bridge Construction (latest edition). Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill.

- All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along with curbs or in entrance areas or other paved areas within the right of way shall not be acceptable.

- All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to Department specifications and shall be constructed in accordance with the Department Standard Drawings. Type required:
VI. Paving

☐ No bituminous pavement shall be installed within the right of way between November 15 and April 1, nor when the temperature is below 40 degrees Farenheit, without the express consent of the Department. No bituminous pavement shall be installed when the underlying course is wet.

☐ Paving within the right of way shall be as follows:

☐ Base (Type) ___________________________ (Thickness) ___________________________

☐ Surface Base (Type) ___________________________ (Thickness) ___________________________

☐ Finished Surface (Type) ___________________________ (Thickness) ___________________________

☐ Existing pavement and shoulder material shall be removed to accommodate the above paving specifications.

☐ The finished surface of all new pavement within the right of way shall be true to the required slope and grade, uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department of Highways.

☐ All materials and methods of construction, including base and subgrade preparation, shall be in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

☐ 24 hours notice to the Department is required prior to beginning paving operations.

    Phone: ___________________________ Name: ___________________________

☐ To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.

☐ Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition), shall be applied between new and existing pavements.

VII. SIDEWALKS SPECIFICATIONS  *This dimension should be equal to the width of the sidewalk.

A. New Sidewalks

☐ Sidewalks shall be constructed of Class A concrete (3,500 p.s.i. test), shall be *_____ feet in width, 6 inches in thickness across the bituminous entrance, and 4 inches in thickness across the remaining sections.

☐ Sidewalks shall have tooled joints not less than 1 inch in depth at four foot intervals*, and 1/2 premolded expansion joints extending entirely through the sidewalk at intervals not to exceed 50 feet.

☐ All materials and methods of construction, including curing, shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

B. Existing Sidewalks

☐ (Applicable if existing sidewalks are being relocated) Use of the sidewalk shall not be blocked or obstructed, and a usable walkway shall be maintained across the construction area at all times.

☐ All damaged sections of the sidewalks shall be entirely replaced to match existing sections.
VIII. DENSE GRADED SHOULDERS

☐ Any existing dense-graded aggregate shoulders in the entire frontage within the construction area, which have been disturbed or damaged or on which dirt has been placed or mud has been deposited or tracked, shall be restored to original condition by removal of all contaminated material and replaced to proper grade with new dense-graded aggregate.

☐ All new aggregate shoulders as specified in the plan shall consist of 5 inches of compacted dense-graded aggregate, 2\(\frac{1}{2}\) pounds per square yard of calcium chloride.

☐ All dense-graded aggregate shoulders shall slope away from the new edge of pavement at the rate of 3/4 inch per foot.

IX. CURBING

A. Bituminous Curbs

☐ Bituminous concrete curbs shall be given a paint coat of asphalt emulsion.

☐ The surface under the bituminous concrete curb shall be tacked with asphalt emulsion.

☐ All bituminous concrete curbs shall be constructed of a Class I bituminous concrete mixture as specified by official Department of Highways specifications.

☐ All bituminous curbs shall be rolled curb, with a minimum base width of 8 inches and a minimum height of _____ inches. The top of the curb shall be constructed in such a manner as to guarantee a uniform rolled effect throughout the entire run.

B. Concrete Curbs

☐ All curbs or curb and gutter shall be constructed of Class A concrete (3,500 p.s.i. test) and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

☐ All concrete curbs shall be 6 inches in width, extend _____ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 1/2 inch radii.

☐ All concrete curbs shall have expansion joints constructed at intervals of not more than 30 feet, and 1/2 inch premolded expansion joint material (cut to conform to the curb or to the curb and gutter section) shall be used in each expansion joint.

☐ The last _____ feet of all concrete curbs are to be tapered down to finished grade.
X. RIGHT-OF-WAY FENCE REPLACEMENT

☐ The replacement fence shall be a height of at least 48 inches and shall be of sufficient density to contain all animals (if applicable).

☐ The replacement fence shall be a minimum of 1 foot and a maximum of 2 feet outside the right-of-way line.

☐ The fence materials and design shall meet accepted industry standards and be treated as paintable.

☐ The permittee shall be required to maintain the fence in a high state of repair.

☐ The existing fence shall be removed by permittee and stored at the Department's maintenance storage yard for future reuse by the Department.

☐ The control of access shall not be diminished as a result of replacement of the fence.

☐ Miscellaneous:

NOTICE TO PERMITTEE

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.
NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

PERMITTEE

Name: Henderson Water Utility
Contact Person: Tom Williams
Address: 111 Fifth St
City: Henderson
State: Kentucky
Zip: 42420
Telephone: (270) 826-2421

PROJECT IDENTIFICATION

Permit Number: 02-2019-00243

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

Permittee

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer
Department of Highways, District 2 Office
1840 North Main Street
Madisonville, Kentucky 42431
(270) 824-7080
www.transportation.ky.gov/

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