City of Auburn KY Highway 103 Pedestrian Project

ADDENDUM No. 1 August 12, 2022

This ADDENDUM to plans, specifications and bidding documents for the subject project modifies the referenced items to the extent described herein. Items not modified by this ADDENDUM remain unchanged and in full effect. Bidders are required to acknowledge receipt of this ADDENDUM on the Bid Form.

1. <u>Bid Documents (Part 2 – Specifications):</u> <u>Revise</u> Section 8 - "Specifications" as follows (Attachments: none):

Section 8 - Specifications

The Technical Specifications used for this project shall be the Kentucky Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition.

2. <u>Bid Documents (Part 2 – Specifications):</u> <u>Add</u> New Section 9 - "Special Project Notes" as follows (Attachments: none):

Section 9 - Special Project Notes

- A. Local Disposal Sites: The Contractor is ultimately responsible for the disposal of all excess materials, including demolished concrete. Excess material <u>may</u> be disposed of with permission and coordination via local property owners. Contact City Hall (270.265.9877) for potential sites.
- B. Temporary Parking & Storage Site: The City does not own available property immediately adjacent to the project area. Contract City Hall (270.265.9877) for possible assistance and alternatives, public or private, that the Contractor can contact and make arrangements for.
- C. Working Times: Per City Ordinance, work can only be performed Monday thru Friday between the hours of 7:00 AM 6:00 PM.
- D. Encroachment within the RJ Corman Railroad Right-of-Way: A portion of the work includes installing storm sewer pipe which will discharge into drainage ditches alongside both the railroad and city streets. The City of Auburn has secured permission from RJC for this work, and a copy of the agreement is included in Appendix 1. The Bidder/Contractor shall review this document and comply with any and all restrictions specified in the agreement. The Contractor will be responsible for procuring, maintaining, and cost for the required Railroad Protective Liability Insurance policy, as specified on page 1. Also, the Contractor will be responsible for applying and paying for 'right of entry' before work in this area begins. All costs associated for working in this area is incidental to Bid Items A006 and B007 (Culvert Pipes).

- 3. <u>Bid Documents (Part 3 Employment, Wage & Record Requirements):</u> <u>Replace</u> the Federal Wage Rates within Section 8 "Davis-Bacon Prevailing Wage Rates" with the latest version for the project area, dated August 5, 2022 (Attachments: 14 pages).
- 4. <u>Bid Documents (Part 4 Response Forms):</u> <u>Replace</u> Section 3 "Bidder Information Sheet" with the attached Bid Form due to added supplemental bid item for handrails. (Attachments: 9 pages).
- 5. <u>Bid Documents: Appendix</u>: <u>Add</u> Appendix 1 RJ Corman Railroad Group Agreement No. RJCM2022009 (Attachment: 9 pages).
- 6. <u>Bid Documents: Appendix</u>: <u>Add</u> Appendix 2 KYTC Standard Drawing RGX-030-07 "Handrails" (Attachment: 1 page).
- 7. <u>Bid Documents: Appendix</u>: <u>Add</u> Appendix 3 Pre-Bid Meeting Attendance List. (Attachment: 1 page).
- 8. <u>Drawings Sheet P-1: General Notes & Quantities</u> (Attachments: none)

 <u>Add</u> the following new paragraph under "Summary of Work and Measurement & Payment":
 - 3.16 Handrails Type 'A-1' (Alternate Bid Item)
 - A. <u>Measurement</u> Handrails, referenced in details on KYTC Standard Drawing RGX-030-07, shall be measured to the nearest 1 linear foot of handrail, as shown on the Contract Drawings and in accordance with applicable standards of the Kentucky Transportation Cabinet.
 - B. <u>Payment</u> Payment shall be at the unit bid price for the measured quantity. Payment shall be total compensation for the handrail materials, layout, installation and painting (color: black) of the referenced handrails in accordance with applicable standards of the Kentucky Transportation Cabinet.

END OF ADDENDUM NO. 1 TEXT This ADDENDUM consists of a total of 36 pages.

"General Decision Number: KY20220040 08/05/2022

Superseded General Decision Number: KY20210040

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/18/2022
4	02/25/2022
5	05/06/2022
6	06/10/2022
7	07/01/2022
8	08/05/2022

BRIN0004-002 06/01/2021

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell,		
Carlisle, Crittenden,		
Fulton, Graves, Hickman,		
Livingston, Lyon,		
Marshall, and McCracken		
Counties	\$ 30.50	15.16
Butler, Edmonson, Hopkins,		
Muhlenberg, and Ohio		
Counties	\$ 26.80	12.38
Daviess, Hancock,		
Henderson, McLean, Union,		
and Webster Counties	\$ 29.57	14.75

BRTN0004-005 06/01/2021

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and WARREN COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 29.75	14.75
CARP0357-002 04/01/2022		
	Rates	Fringes
CARPENTER DIVER PILEDRIVERMAN	\$ 46.64	22.15 22.15 22.15

* ELEC0369-006 06/01/2022

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES	BUTLER.	. EDMONSON.	LOGAN.	TODD 8	WARREN	COUNTIES
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BOTLER, EDMONSON, LOGAN, TODO &	WARREN COONTI	23.
	Rates	Fringes
ELECTRICIAN	-	19.57
* ELEC0429-001 06/01/2022		
ALLEN & SIMPSON COUNTIES:		
	Rates	Fringes
ELECTRICIAN		14.08
ELEC0816-002 06/01/2022		
BALLARD, CALDWELL, CALLOWAY, CAR FULTON (Except a 5 mile radius o HICKMAN, LIVINGSTON, LYON, MARSH	f City Hall i	n Fulton), GRAVES,
	Rates	Fringes
ELECTRICIAN	.\$ 35.11 22%+	1.5%+3%+7.35
Cable spicers receive \$.25 per h		1.
* ELEC1701-003 06/01/2022		
DAVIESS, HANCOCK, HENDERSON, HOP UNION & WEBSTER COUNTIES:	KINS, MCLEAN,	MUHLENBERG, OHIO,
	Rates	Fringes
ELECTRICIAN	.\$ 34.18	7.35+30.8%
Cable spicers receive \$.25 per h		1.
* ELEC1925-002 06/01/2022		
FULTON COUNTY (Up to a 5 mile ra	dius of City	Hall in Fulton):
	Rates	Fringes
CABLE SPLICER		14.93 14.93
ENGI0181-017 07/01/2021		
	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1	.\$ 31.94 .\$ 32.39	17.85 17.85 17.85 17.85

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to
Hoist Building Material); Finish Machine; Firemen & Hoist
(One Drum); Flexplane; Forklift (Regardless of Lift
Height); Form Grader; Joint Sealing Machine; Outboard Motor
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross
Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Skid
Steer Machine with all Attachments; Switchman or Brakeman;
Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

GROUP 3 -All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling equals or exceeds 150 ft. - \$1.00 above Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford); EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

Rates Fringes

IRONWORKER

Structural; Ornamental; Reinforcing; Precast

Concrete Erectors......\$ 31.79 24.30

IRON0103-004 08/01/2021

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

Rates Fringes

Ironworkers:.....\$30.00 25.29

IRON0492-003 05/01/2021

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of
Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar
Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

Rates Fringes

Ironworkers:.....\$30.35 15.36

IRON0782-006 08/01/2021

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,

LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total		
contract cost of		
\$20,000,000.00 or above	\$ 30.83	25.52
All Other Work	\$ 29.24	23.22

LAB00189-005 07/01/2021

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	Rates	Fringes
		S
Laborers:		
GROUP	1\$ 23.51	16.22
GROUP	2\$ 23.76	16.22
GROUP	3\$ 23.81	16.22
GROUP	4\$ 24.41	16.22

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface

Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-006 07/01/2021

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

	R	lates	Fringes
Laborers:			
GROUP	1\$	23.51	16.22
GROUP	2\$	23.76	16.22
GROUP	3\$	23.81	16.22
GROUP	4\$	24.41	16.22

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00561-001 07/01/2021

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	F	Rates	Fringes
Laborers:			
GROUP	1\$	24.01	16.60
GROUP	2\$	24.26	16.60
GROUP	3\$	24.31	16.60
GROUP	4\$	24.91	16.60

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0032-002 09/01/2020

BALLARD COUNTY

	Rates	Fringes
Painters: Bridges		17.93 17.93
Spray, Blast, Steam, High & Abatement) and All Epoxy -		luding Lead
PAIN0118-003 06/01/2014		

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller	\$ 18.50	11.97
Spray, Sandblast, Power		
Tools, Waterblast & Steam		
Cleaning	\$ 19.50	11.97

PAIN0156-006 04/01/2022

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1	\$ 28.45	18.98
GROUP 3	\$ 29.45	18.98
GROUP 4	\$ 30.70	18.98
ALL OTHER WORK:		
GROUP 1	\$ 27.30	18.98
GROUP 2	\$ 27.55	18.98
GROUP 3	\$ 28.30	18.98
GROUP 4	\$ 29.55	18.98

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast; Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,

^{*} PAIN0500-002 06/01/2022

GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

Fringes
15.30
15.30

Waterblasting units with 3500 PSI and above - \$.50 premium Spraypainting and all abrasive blasting - \$1.00 premium Work 40 ft. and above ground level - \$1.00 premium

PLUM0184-002 07/01/2021

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN and TRIGG COUNTIES

	Rates	Fringes				
Plumber; Steamfitter	\$ 37.16	19.03				
PLUM0502-004 08/01/2021						
ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN						
	Rates	Fringes				
Plumber; Steamfitter	\$ 38.07	20.78				

PLUM0633-002 07/01/2021

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 33.17	19.30
TEAM0089-003 04/01/2020		

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

ı	Rates	Fringes
Truck_drivers:		
Zone 1:		
Group 1\$	20.82	23.49
Group 2\$	21.00	23.49
Group 3\$	21.08	23.49
Group 4\$	21.10	23.49

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TEAM0215-003 04/01/2020

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 22.45	23.49
Group 2	\$ 22.68	23.49
Group 3	\$ 22.75	23.49
Group 4	\$ 22.76	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

TEAM0236-001 04/01/2020

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
TRUCK DRIVER		
Group 1\$	20.82	23.49
Group 2\$	21.00	23.49
Group 3\$	21.00	23.49
Group 4\$	21.00	23.49
Group 5\$	21.08	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when

used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

Section 3 - Bidder Information Sheet

BID FORM

Project Identification: City of Auburn, Kentucky College Street (KY 103) Sidewalk Improvements Project									
Contract Identification: Cont	ract No. 1								
ARTICLE 1 – BID RECIPIENT									
1.01 This Bid is Submitted to:	City of Auburn 103 E. Main Street – PO Box 465 Auburn, Kentucky 42206								

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No	Dated	
Addendum No	Dated	
Addendum No	Dated	
Addendum No.	Dated	

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

- 4.01 Bidder further represents that:
 - A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will compete the Work in accordance with the Contract Documents for the following prices:

orices:	Base Bid Items – Area A: College Street (Station 1	0+00 to \$	Station 18+50 -	RT Side)
Item #	ltem	Quantity	Units	Unit Price	Total Price
A001	Removal & Discarding of existing reinforced concrete and/or asphalt surfaces where required for new sidewalk surfaces	395	SQYD	\$	\$
A002	Cem. Concrete Entry Pavement: 8-inch	84.6	SQYD	\$	\$
A003	Sidewalk: 4-inch Reinf. Concrete	349.4	SQYD	\$	\$
A004	DGA Base	21	TON	\$	\$
A005	Crushed Aggregate Base Size No. 57	30	TON	\$	\$
A006	Culvert Pipe: 15" RCP (Circular)	107	LF	\$	\$
A007	Storm Sewer Drop Box DBI Type 11 (18") w/ Frame & Grate (RDB-011-08); Poured- In-Place	3	EA	\$	\$
A008	Detectable Warning Pads	71	SQFT	\$	\$
A009	Seeding & Protection	175	SQYD	\$	\$
A010	Pavement Marking – Thermo X-walk Lines	60	LF	\$	\$
A011	Maintain & Control Traffic (Entire Project)	1	LS	\$	\$
A012	Project Staking (Entire Project)	1	LS	\$	\$
A013	Demobilization (min of 3.5% Area A bids)	1	LS	\$	\$

Sub-total of Area A Bid Items

3	<u> </u>								

Ва	se Bid Items – Area B: College Street (Ne	ar Statior	19+00 t	o Station 26+75	– RT Side)
Item #	Item	Quantity	Units	Unit Price	Total Price
B001	Removal & Discarding of existing reinforced concrete and/or asphalt surfaces where required for new sidewalk surfaces	632	SQYD	\$	\$
B002	Cem. Concrete Entry Pavement: 8-inch	87.8	SQYD	\$	\$
B003	Concrete Road Edge Pavement: 8-inch	61.2	SQYD	\$	\$
B004	Sidewalk: 4-inch Reinf. Concrete	353.1	SQYD	\$	\$
B005	DGA Base	38	TON	\$	\$
B006	Crushed Aggregate Base Size No. 57	30	TON	\$	\$
B007	Culvert Pipe: 15" RCP (Circular)	42	LF	\$	\$
B008	Storm Sewer Curb Box Inlet Type F (15") w/ Frame & Grate (RDB-011-08); Poured-In-Place	1	EA	\$	\$
B009	Retro-fit Existing Storm Sewer Structure for New Pour-in-Place Curb Box Inlet Type F (18") w/ Frame & Grate (RDB-011-08);p	1	EA	\$	\$
B010	Detectable Warning Pads	8	SQFT	\$	\$
B011	Seeding & Protection	175	SQYD	\$	\$
B012	Standard Curb & Gutter per KYTC Standards, in place, base preparation, complete & ready for use	785	LF	\$	\$
B013	Pavement Marking – Thermo X-walk Lines	60	LF	\$	\$
B014	Reinstall Mailbox w/ Anchor	4	EA	\$	\$
B015	Demobilization (min of 3.5% Area B bids)	1	LS	\$	\$

Sub-total of Area B Bid Items

	Base Bid Items – Area C: College Street (Station 20	6+75 to \$	Station 30+50 -	RT Side)
Item #	ltem	Quantity	Units	Unit Price	Total Price
C001	Removal & Discarding of existing reinforced concrete and/or asphalt surfaces where required for new sidewalk surfaces	20	SQYD	\$	\$
C002	Cem. Concrete Entry Pavement: 8-inch	25.8	SQYD	\$	\$
C003	Sidewalk: 4-inch Reinf. Concrete	171.3	SQYD	\$	\$
C004	DGA Base	7	TON	\$	\$
C005	Crushed Aggregate Base Size No. 57	15	TON	\$	\$
C006	Pavement Marking – Thermo X-walk Lines	40	LF	\$	\$
C007	Detectable Warning Pads	25	SQFT	\$	\$
C008	Seeding & Protection	85	SQYD	\$	\$
C009	Reinstall Mailbox w/ Anchor	3	EA	\$	\$
C010	Demobilization (min of 3.5% Area C bids)	1	LS	\$	\$

Sub-total of	Area C	Bid	Items
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\$		

TOTAL AMOUNT OF BASE BID (A + B + C)

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.03 ADDITIVE ALTERNATE WORK ITEMS: The following Additive Alternatives are listed in the order of Owner's priority. The unselected Additive Alternate Unit Prices will apply in

the event that funds are available to add the work to the contract if the Owner receives additional funds for the contract. A single price shall be bid for each item. OWNER reserves the right to accept or reject these prices by inclusion in or omission from the Contract Documents to be executed after the award of the Contract.

Additi	ve Alternate Bid Items – Area D: College S	Street (Sta	ation 30-	-50 to Station 33	3+25 – RT Side)
Item #	ltem	Quantity	Units	Unit Price	Total Price
D001	Removal & Discarding of existing reinforced concrete and/or asphalt surfaces where required for new sidewalk surfaces	33	SQYD	\$	\$
D002	Cem. Concrete Entry Pavement: 8-inch	30.1	SQYD	\$	\$
D003	Sidewalk: 4-inch Reinf. Concrete	130.6	SQYD	\$	\$
D004	DGA Base	8	TON	\$	\$
D005	Crushed Aggregate Base Size No. 57	12	TON	\$	\$
D006	Culvert Pipe: 15" CMP (Circular)	60	LF	\$	\$
D007	Junction Box	1	EA	\$	\$
D008	Headwall	1	EA	\$	\$
D009	Detectable Warning Pads	16	SQFT	\$	\$
D010	Seeding & Protection	135	SQYD	\$	\$
D011	Pavement Marking – Thermo X-walk Lines	40	LF	\$	\$
D012	Demobilization (min of 3.5% Area D bids)	1	LS	\$	\$

Sub-total of Area D Bid Items			
		\$	
TOTAL AMOUNT OF BID (A+B-	+C+D)	\$	

Additi	ve Alternate Bid Items – Area E: College S	Street (Sta	ation 33+	-25 to Station 38	3+00 - RT Side)
Item #	Item	Quantity	Units	Unit Price	Total Price
E001	Removal & Discarding of existing reinforced concrete and/or asphalt surfaces where required for new sidewalk surfaces	21	SQYD	\$	\$
E002	Cem. Concrete Entry Pavement: 8-inch	51.0	SQYD	\$	\$
E003	Sidewalk: 4-inch Reinf. Concrete	228.1	SQYD	\$	\$
E004	DGA Base	13	TON	\$	\$
E005	Crushed Aggregate Base Size No. 57	20	TON	\$	\$
E006	Culvert Pipe: 12" CMP (Circular)	7	Ŀ	\$	\$
E007	Detectable Warning Pads	16	SQFT	\$	\$
E008	Seeding & Protection	230	SQYD	\$	\$
E009	Reinstall Mailbox w/ Anchor	1	EA	\$	\$
E010	Demobilization (min of 3.5% Area E bids)	1	LS	\$	\$

Sub-total of Area E Bid Items

	\$		
TOTAL AMOUNT OF DID (4 D O D E)			
TOTAL AMOUNT OF BID (A+B+C+D+E)	\$		

5.04 SUPPLEMENTAL UNIT PRICES: The following Supplemental Unit Prices will apply in the event that additions to the work are required and ordered. A single price shall be bid for each item. OWNER reserves the right to accept or reject these prices by inclusion in or omission from the Contract Documents to be executed after the award of the Contract.

Item	Type of Work	Unit	Supplement (Words)	tal Unit F	Price (Numbers)
1.	Adjust Manhole Frame to Grade	EA		Dollars	\$
2.	Remove & Relocate Sheet Signs	EA	<u>.</u>	Dollars	\$
3.	Culvert Pipe: 18" RCP (Elliptical)	LF		Dollars	\$
4.	Handrail – Type A-1, installed per KYTC Std Dwg RGX-030-07	LF	<u>.</u>	Dollars	\$

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within the number of calendar days, indicated in these Bidding Documents.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Time.

ARTICLE 7 – RETAINAGE

7.01 Retainage is not permitted on this project.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

Submitted by:		
Signature		siness
Printed or Typed Name	Bidder's Bu	siness Address
Title	City, Sta	te, Zip Code
Employer's Tax ID No.	Business Phone No.	Business Fax No
Business Email Address	Cell Phone No.	Other Contact No.
7.02 Bid submitted on	<u>,</u> 2022.	
Seal below (if required)		



R_J CORMAN RAILROAD GROUP

A LIMITED LIABILITY HOLDING COMPANY

101 RJ Corman Drive, P. O. Box 788 Nicholasville, KY 40340-0788 (859) 881-7521 • Fax (859) 885-7804 • www.ricorman.com



July 25, 2022

Mike Hughes City Of Auburn PO Box 465 Auburn, KY 42206

Re:

Agreement No. RJCM2022009

Waterline Installation

Dear Mr. Hughes:

Our engineers have reviewed your application for the installation of a pipeline in Auburn, Kentucky at Railroad Milepost 130.84, at College St. KY DOT Crossing #344394T and approved the application. Therefore, enclosed two original copies of the License Agreement for the installation. Please return both by mail, with original signatures After receiving all documents, I will then inform the proper contacts that you are authorized to schedule the work and you will receive a fully executed original and instructions for scheduling at that time.

Please make any contractors aware: No work or entry onto railroad property on the ground, underground or aerially, is authorized until you have written confirmation of authorization. Anyone on Railroad property without permission puts themselves at risk of serious, even fatal,

INSURANCE REQUIREMENT:

Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Licensee under this Agreement and naming "RJ CORMAN RAILROAD COMPANY/MEMPHIS LINE" as an additional insured. A coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for bodily injury liability and property damage liability is required and TWO MILLION DOLLARS (\$2,000,000.) Please include the agreement number (RJCM2022009) to the policy certificate.

Licensee, its agents or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of Railroad Protective Liability Insurance, naming "RJ CORMAN RAILROAD COMPANY/MEMPHIS LINE" as insured with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000.). Please include the agreement number (RJCM2022009) to the policy certificate.

Should you have any questions, please feel free to contact me.

Sincerely,

Jamie Duncan Real Estate Admin. Phone 859-881-6532 Jamie.duncan@rjcorman.com

Enclosures

PIPELINE CROSSING LICENSE AGREEMENT RJCM2022009

THIS LICENSE AGREEMENT, made and effective as of July25, 2022, by and between R.J. CORMAN RAILROAD COMPANY/ MEMPHIS LINE, whose mailing address is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, KY, 40340, hereinafter called "Licensor", and CITY OF AUBURN, whose mailing address is PO Box 465, Auburn, KY, 42206 hereinafter called "Licensee",

WITNESSETH:

WHEREAS, Licensee desires to construct and maintain a certain pipeline or duct work, for the transmission of storm water, hereinafter called Pipeline, under or over the track(s) and property owned or controlled by Licensor at or near City of Auburn, County of Logan, State of Kentucky, at Licensor's Milepost #130.84, DOT #344394T, hereinafter called the "CROSSING"; as shown on print of Licensee's drawings attached hereto, and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Licensee's application forms dated June 24, 2022, also attached hereto and made a part hereof:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, and agreements herein contained, the parties hereto agree, and covenant as follows:

1. LICENSE:

- 1.1 Licensor, insofar as it has the legal right, power, and authority to do so, and subject to:
- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes.
- (B) All encumbrance, conditions, covenants, easements, and limitations applicable to title to or rights in the subject property; and
 - (C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter, or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

- 1.2 The term Pipeline, as used herein, includes pipes, ducts, casings, vents, manholes, connectors, fixtures, appliances, and ancillary facilities devoted exclusively to the transmission usage above within the Crossing and as shown on attached Application Form.
- 1.3 No additional pipeline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

2. LICENSE FEE, TERM:

- 2.1 Licensee shall pay to Licensor an annual License Fee of \$0.00 (public road right of way). The license shall remain in effect from year to year, subject to the right of either party hereto to terminate at the end of any one year term by written notice given to the other party at least thirty (30) days prior to the end of such term.
 - 2.2 Intentionally left blank.
- 2.3 Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document

preparation fee of five hundred dollars (\$500.00) for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.4 In any term, Licensee, shall indemnify Licensor against and shall pay directly or reimburse Licensor for any additional taxes and /or assessments levied against Licensor or Licensor's property, on account of said Pipeline or Crossing.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

- 3.1 Licensee, at its sole cost and expense, shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard (s)or regulation(s) of Licensor, Licensee's particular industry, A.R.E.M.A., or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.
- 3.2 Location and construction of Pipeline shall be made strictly in accordance with designs and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.
- 3.3 All Licensee's work and execution of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and in a manner so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.
- 3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor blasting and protect Licensor's interests, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said representative.
- 3.5 Any repairs or maintenance to Pipeline which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than ten (10) days after Licensee has notice as to the need for such repairs or maintenance.
- 3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request <u>immediate</u> repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee. Licensor shall invoice Licensee for the cost of said repairs which shall be paid within 30 days or Licensee shall be in default.
- 3.7 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline whether or not said repairs or maintenance result from acts of Licensee, natural or weather events or otherwise.
- 3.8 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

4. PERMITS, LICENSES:

- 4.1 Before any work hereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits or licenses from any federal, state or local public authorities having jurisdiction over the Crossing or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.
- 4.2 Licensee shall also defend, protect, and hold Licensor harmless for failure to obtain such permits or licenses, any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

- 5.1 With respect to any subsurface installation upon Licensor's property, Licensee, at its sole cost and expense, shall:
- (A) Erect, maintain and periodically verify the accuracy of above ground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or other facilities; and
 - (B) Support track and roadbed of Licensor, in a manner satisfactory to Licensor.
- 5.2 After construction of Pipeline, Licensee shall restore said track(s), roadbed, and other disturbed property of Licensor, and shall leave same in a condition satisfactory to Licensor. Licensee shall backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor, and shall either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may direct.

6. TRACK CHANGES:

- 6.1 In the event that Licensor's ongoing operating needs and/or maintenance result in the future raising or lowering of Licensor's tracks, or in the event future use by Licensor of right-of-way and property (including any relocation of, changes in or additions to Licensor's track(s) or other facilitie(s) necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within twenty (20) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate Licensor. Any additional costs or expenses incurred by Licensor to accommodate the use of Licensor's property by Licensee shall also be paid by Licensee.
- 6.2 Licensee agrees to periodically monitor and verify the depth or height of Pipeline and Crossing. Should relocation or change be necessary to comply with the minimum clearance requirements of this Agreement, these changes shall be made at the Licensee's sole cost and expense.

7. PIPE CHANGES:

7.1 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Pipeline (including any changes in circumference, diameter, or radius of pipe or change in materials transmitted in and through said pipe), plans therefor shall be submitted to Licensor along with new application fee and approval must be received before any such change is made. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

- 8.1 If the operation, existence or maintenance of said Pipeline, at any time in the judgment of Licensor, causes: (a) interference with Licensor's communication, signal or other wires, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use by Licensor of its right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Pipeline as may be required in the judgment of Licensor to eliminate all such interference.
- 8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to Pipeline, which repairs, maintenance or adjustments Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. LIABILITY, INDEMNITY:

With respect to the liabilities of the parties, it is hereby agreed that:

- 9.1 Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. However, during any period of actual construction, repair, maintenance, replacement or removal of the Pipeline when equipment, agents or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any sole fault or negligence of Licensor.
- 9.2 Use of Licensor's property involves certain risks of loss of damage as a result of Licensor's rail operations. Notwithstanding Section 9.1, Licensee hereby assumes all risk of loss and damage to Licensee's Property or Pipeline which may result from fire or derailment resulting from Licensor's rail operations, and Licensee hereby agrees to defend, protect, save harmless and indemnify Licensor from all claims of third parties for any loss of or damage to property of said third parties situated or placed upon Licensor's property by Licensee or by such third parties at request of or for benefit of Licensee, resulting from fire or derailment.
- 9.3 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Pipeline or the required depth and encasement for any underground Pipeline, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.
- 9.4 Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline: (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof: and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.
 - 9.5 All obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also

extend to officers, agents and employees or Licensor, and to companies and other legal entities that control or are controlled by or subsidiaries of or are affiliated with Licensor, and their respective, officers, agents and employees.

10. INSURANCE:

- 10.1 Prior to commencement of surveys, installation or occupation of Premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of <u>Public Liability Insurance or Commercial General Liability Insurance</u>, and covering liability assumed by Licensee under this Agreement and naming Licensor as an additional insured. A coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for bodily injury liability and property damage liability is required and TWO MILLION DOLLARS (\$2,000,000.) is recommended as a prudent limit to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Licensor prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.
- 10.2 If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.
- 10.3 Licensor may at any time request evidence of insurance purchased by Licensee to comply with this requirement and may demand that Licensee purchase insurance deemed adequate by Licensor. Failure of Licensee to comply with Licensor's demand shall be considered a default, subject to Article 18.
- 10.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement but shall be additional security therefor.
- 10.5 Licensee, its agents or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of <u>Railroad Protective Liability Insurance</u>, naming Licensor as insured with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000.).

11. GRADE CROSSINGS:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over track(s) of Licensor.

12. FLAGGING:

12.1 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's property at the Crossing, Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

13. LICENSOR'S COSTS:

- 13.1 Licensor's expense for wages and material for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor.
- 13.2 Such expense shall include, but not be limited to, cost of railroad labor, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, and vacation allowances for Licensor's

employees, and insurance and freight and handling charges on all material used. Any equipment rentals shall be payable by Licensee in accordance with Licensor's fixed applicable rate.

13.3 All bills not paid within said thirty (30) days shall thereafter accrue interest at twelve percent (12%) per annum unless limited by law, and then at the highest rate so permitted.

14. TERMINATION, REMOVAL:

- 14.1 On or before the termination of this Agreement, or within thirty (30) days of cancellation or revocation, Licensee, at its sole risk and expense, shall remove Pipeline from the Property of Licensor, unless the parties hereto agree otherwise, and shall restore Property of Licensor in a manner satisfactory to Licensor, and reimburse Licensor all loss, cost or expense Licensor may suffer resulting from removal. If Pipeline is not removed within thirty (30) days of cancellation or revocation, Licensor may remove said Pipeline at Licensee's expense.
- 14.2 All rights which Licensee may have hereunder shall cease and end upon the date of expiration of term or revocation: provided, however, that termination or revocation of this Agreement shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied.

15. NOTICE:

- 15.1 Licensee shall give Licensor at least five (5) days written notice before doing any work of any character hereunder on Licensor's property, except that in cases of emergency shorter notice may be given.
- 15.2 All notices and communications concerning this Agreement shall be addressed to Licensee, at the address previously shown and to Licensor, at the address previously shown, or at such other address as either party may designate, in writing, to the other.
- 15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, and shall be effective upon receipt or refusal of delivery.

16. ASSIGNMENT:

- 16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein: said consent shall not be unreasonably withheld.
- 16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors or assigns.
- 16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or their change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.
- 16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.
- 16.5 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement at any time by giving Licensee or any such assignee written notice of such revocation; and Licensor may thereupon enter and retake possession of the premises. Licensee shall reimburse Licensor for any loss, cost or

expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by Licensee's Pipeline, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

18. DEFAULT BY LICENSEE:

18.1 The proper and complete performance of each and every of the covenants of this license shall be deemed of the essence of this Agreement, and in the event Licensee shall fail or refuse to fully and completely perform any or all of said covenants or remedy any breach within thirty (30) days after receiving a written notice from Licensor to do so, Licensor shall have the option of terminating this Agreement, regardless of license fee(s) having been paid in advance for any annual or other period, and revoking the privileges and powers hereby conferred upon Licensee.

19. BREACH, WAIVER:

19.1 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

20. ENTIRETY, EXCLUSIVITY:

- 20.1 This Agreement contains the entire understanding between the parties hereto.
- 20.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate, or be construed as being for the benefit of any third person.

21. FORM, LAW FORUM:

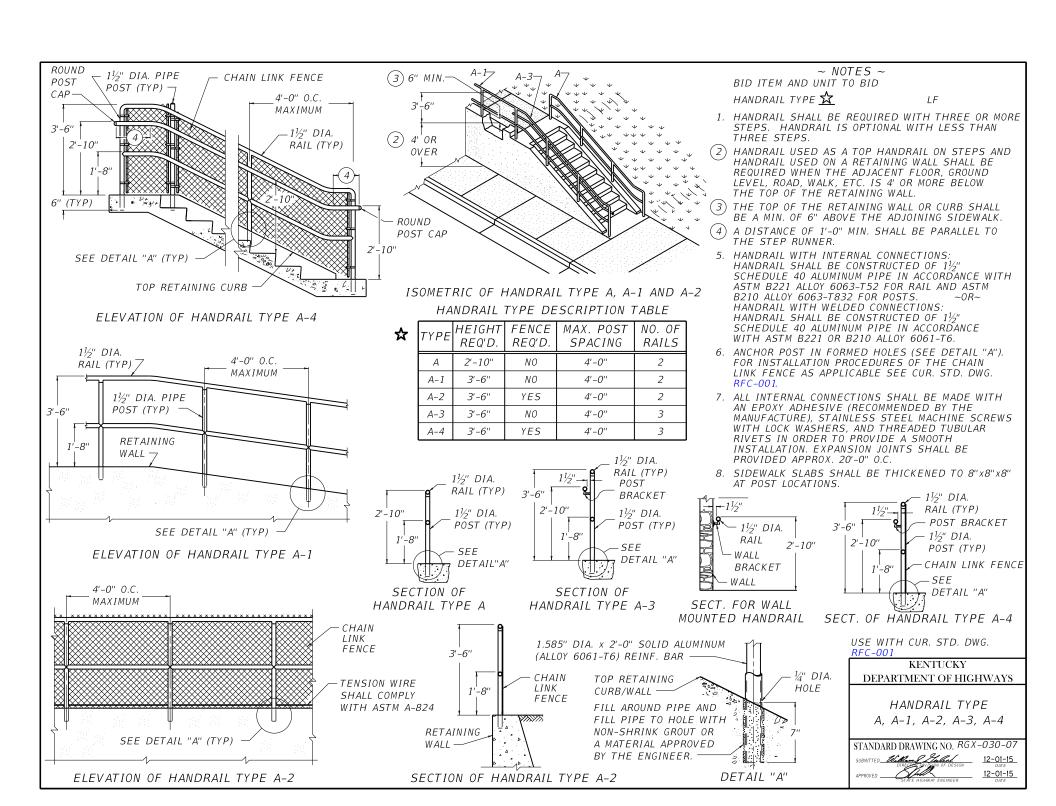
- 21.1 The form or any language of this Agreement shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.
- 21. 2 This agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance, or law(s). However, each separate division (paragraph, clause, item, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.
- 21.3 This Agreement shall be construed and governed by the laws of the state in which the Pipeline is located.

The following Rider(s) is/are herewith	h attached and included herein:
 (x) None () Open-cut or tunneling construction () Flammable or combustible production () Pipe pressure limits () Telecommunication cable or fiber () Public highway or municipal occurs () Hazard material transmission () Other: 	r optic line
IN WITNESS WHEREOF, the parties first above written.	hereto have executed this Agreement in duplicate as of the date and year
Witness for Licensor:	R. J. CORMAN RAILROAD COMPANY/MEMPHIS LINE
	Name:
	Print Name: Deborah J. Hawley
	Print Title: <u>Director- Real Estate & Contracts</u>
Witness for Licensee:	CITY OF AUBURN By: M. J. A. Hughes Print Name: Michael A. Hughes Print Title: Wayor

License Agreement #RJCM2022009

22.

RIDERS:



City of Auburn

KY Highway 103 Pedestrian Project (College Street)

August 8, 2022 (2:00 pm) Bid Opening Meeting **Attendance List**

Name w/ Email	Representing w/ Address	Phone No.
Cheis Wilcutt	McGhee Engineering	210-483-9985
Tom Latham	KYTC - D3	276-834-9582
Dirk Knight	KMAC Contracting	270-836-0679
24 /czng	McGhez ZNGINZZGING	270-863-1092
JOHNNY BURCH bbooned Scotland murphy.co	Scotter MURPHY DIX	270-746-4304
BRANT BOOK	Scott & Murphy Inc.	270-202-2586
Mike Hughes	City of Auburn	270-772-4212
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