

Kentucky Transportation Cabinet (KYTC)

DESIGN BUILD

Request for Proposals (RFP)

October 1, 2015

Contract No. _____

State Project # 047 0251 002-007

047 0434 000-003

County: Hardin

Route KY 251 / KY 434

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1. PROJECT IDENTIFICATION

Contract No. _____ State Project # FD04 047 0251 002-007
FD04-047 0434 000-003

County Hardin Route KY 251 / KY 434

Local Route Name Shepherdsville Road (KY 251) / Battle Training Road (KY 434)

1.1 Existing Plans and Aerial Mapping: The following existing plans are available for review in the online archive. Both Grade and Drain and Surfacing plans are available.

KY 251 (Shepherdsville Road)
SP 145-A-S
SP 145-A-G

<http://ftp.ky.gov>

login: kytc-transportation
password: bigfiles

Located in KYTCFTP folder:

Survey Information: See 04-153.01, Survey Folder
Archive Roadway Plans: See 04-153.01, Roadway Plans Folder

These are NOT as-built plans. The Design-Build Teams (DBT(s)) are advised to verify the preceding referenced plans to determine if they accurately depict existing field conditions.

LIDAR Mapping and Ortho-photography from 2012 is provided for use by the Design-Build Team (DBT). Additional pick-up survey and utility location information was gathered in 2015. The DBT shall be responsible for any additional survey deemed necessary. Survey information is located at the same link above.

A preliminary design executive summary has also been provided for reference information only.

2. PRE-PROPOSAL MEETING

This pre-proposal meeting is to discuss and clarify all issues that the project may have.

Location: Department of Highways District 4 Office, 634 E Dixie Ave, Elizabethtown, KY
Date: October 2, 2015
Time: 1:00 p.m. Eastern Time

The meeting is mandatory for contractors and consultants who intend to be leads on a Design Build Team (DBT)

3. ADDENDA PROCESS

All questions prior to the award shall be directed to:

Name: Rachel Mills, P.E., Director, Division of Construction Procurement

Phone Number: 502-564-3500 Fax: 502-564-8961

Email: Rachel.Mills@ky.gov

Or see the website at: <http://transportation.ky.gov/Construction-Procurement/Pages/default.aspx/>

Addenda to this solicitation may be necessary prior to the closing date and will be furnished by mail, email, or the web to all prospective DBTs if prior to receipt date and to all DBTs determined to be eligible for award if after receipt date. The KYTC will respond to questions that are received by 4:00 pm (Eastern Time) 7 days prior to the bid submittal. The responses will be posted 3 days prior to the submittal deadline.

4. PRE-QUALIFICATION OF DESIGN-BUILD TEAM (DBT)

It is required that the bidder be a KYTC pre-qualified Contractor who has engaged the services of KYTC pre-qualified Design Consultant(s) to perform all work required in this RFP. If the Design Consultant(s) submitted does not meet all the required qualifications, KYTC may reject the DBT's proposal. All subconsultants and subcontractors utilized by the DBT on this project shall be pre-qualified to perform work for KYTC or their services shall not be allowed.

4.1 Contractors Prequalification

Consistent with Section 102.01 of Kentucky's 2012 Standard Specifications for Road and Bridge Construction ("Standard Specifications") all organizations and individuals bidding on Department projects and accepting subcontracts on Department of Highways ("Department") projects shall apply for and receive Department prequalification and possess a Certificate of Eligibility as provided in regulations published by the Department according to KRS 176.140. The lead entity for the DBT shall be prequalified prior to submission of the Letter of Qualifications. Organizations and individuals providing other services shall be prequalified and possess a Certificate of Eligibility prior to performing the work.

4.2 Professional Services Prequalification

The DBT shall provide all necessary services to design and construct all permanent and temporary portions of the project. Work shall conform to current KYTC, federal, and AASHTO standards, practices, policies, guidelines and specifications where applicable. Additional documents identified within the scope of work shall be provided under separate cover as part of the contract documents. KYTC standards, practices, policies, guidelines and specifications shall control in case of a conflict. The standard of care for all such services performed or furnished under this Agreement shall be the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality.

Design firms prequalified shall perform only those tasks which they are prequalified to complete. The DBT will need to have KYTC prequalifications in a variety of disciplines in order to perform the required services in this proposal. KYTC prequalification's shall include but not be limited to:

Structure Design	Spans Under 500 Ft
Geotechnical	Laboratory Testing Services
Geotechnical	Drilling Services

Geotechnical	Engineering Services
Roadway Design	Rural Roadway Design
Roadway Design	Surveying
Right of Way	Acquisition
Right of Way	Relocation
Environmental	Fisheries
Environmental	Macroinvertebrates
Environmental	Botany
Environmental	Zoology
Environmental	Water Quality
Environmental	Wetlands
Environmental	Prehistoric
Environmental	Historic
Environmental	Cultural-Historic Analysis
Environmental	Hazmat Preliminary Site Assessment (Phase 1)
Environmental	Hazmat Site Recon/Sampling (Phase 2)
Environmental	UST Preliminary Site Assessment
Environmental	UST Tank Removal/Disposal
Environmental	UST Site Remediation Services
Environmental	Socio-Economic Assessment

Design firms shall be sufficiently staffed and capable of performing the required work on this contract. These design firms may be subcontractors responsible for the design and engineering of the project.

There may be multiple consultants working on the DBT, however one consultant shall be designated as the Lead Designer. The DBT shall include qualified engineers and surveyors to be in direct responsible charge of engineering and surveying endeavors and who are professionally registered in the state of Kentucky. Designs prepared for the project shall be signed and stamped by a licensed Kentucky Professional Engineer. To qualify for selection, interested DBTs shall be prequalified through KYTC for the performance of the work. Prequalification requirements pertaining to licensure shall be required prior to submission of the Technical Proposal. Services that require prequalification may only be performed by firms that are prequalified for those services at the time of performance of the services.

5. DESIGN BUILD TEAM'S CONSULTANT

The DBT shall name the lead Design Consultant. The DBT shall submit a letter of qualifications by October 16, 2015 which identifies DBT members and pre-qualification categories. Consultant names and addresses shall be the same as that on file with the Department.

6. RESTRICTIONS ON PARTICIPATION IN DESIGN-BUILD CONTRACTS

To facilitate this procurement, various rules have been established and are described in the following paragraphs.

6.1 Campaign Finance Law Statement Pursuant to KRS 45A.110 and KRS 45A.115

Each member of the DBT shall certify that neither he/she nor any member of his/her immediate family having an interest of ten percent (10%) or more in any business entity involved in the performance of this project, has contributed more than the amount specified in KRS 121.056 (2), to the campaign of the gubernatorial

candidate elected at the last election preceding the date of this solicitation. Each member of the DBT further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents shall not violate any provisions of the campaign finance laws of the Commonwealth.

A Commonwealth of Kentucky sworn statement regarding campaign financing laws shall be completed and signed by an authorized agent of the DBT and submitted with the Price Proposal by November 13, 2015.

6.2 CONFLICT OF INTEREST:

The DBTs certify, by the signatures of duly authorized representatives that they are legally entitled to enter into this solicitation and contract and that they shall not be violating, either directly or indirectly, any conflict of interest statute under KRS Chapters 45A or 11A or ethical provisions under KRS Chapter 11A. Forms shall be signed and submitted by an authorized agent of the DBT with the Price Proposal on November 13, 2015.

6.3 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the DBT or bona fide established commercial or selling agencies maintained by the DBT for the purpose of securing business. For breach or violation of this provision, the KYTC shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

6.4 Restrictions on Communications with KYTC Staff

From September 25, 2015 until a contract is awarded, proposers are not allowed to communicate with any KYTC staff concerning this project except:

- During the Pre-Proposal Conference with KYTC staff present or
- Via written questions to those specified in Section 3.

For violations of this provision, the KYTC may reject the proposal.

6.5 Proposal Preparation

The DBT shall follow any pertinent sections of this RFP, in the preparation of the proposal. Failure to provide any of the data required may result in the proposal being excluded from further evaluation.

6.6 Payment and Conditions of Stipend

Subject to the conditions of the RFP, KYTC will provide a payment of \$50,000 to each non-selected, responsive, DBT. The term “payment” as used in this section shall mean \$50,000.

By submitting its Technical Proposal for this project, the DBT forms a contract and agreement for its technical proposal and conceptual design with the KYTC. Furthermore, by submitting its Technical Proposal for this project, the DBT acknowledges that it is

eligible for payment if the DBT's proposal is not selected. The payment shall be payable by the KYTC to the DBT after KYTC enters into contract with the successful DBT, unless payment is waived by the unsuccessful DBT.

The payment shall be due only if the DBT submits a Technical Proposal that is responsive to the RFP as defined herein. The payment shall be full and final consideration for all documents submitted in the Technical Proposal. Except for that intellectual property developed apart from or prior to DBT commencing work on the Technical Proposal for this project, KYTC shall retain an undivided joint interest in all rights and intellectual property submitted with the Technical Proposal.

If Technical Proposals have been submitted, but the KYTC does not Award the contract, all responsive DBTs shall receive a payment, unless payment is waived by the DBT. If the KYTC withdraws the contract prior to Technical Proposal submission, no payment shall be made.

An unsuccessful DBT, who otherwise qualifies for the payment, may elect to waive the payment within 10 days of the KYTC's Award decision and retain its rights to its Technical Proposal. By accepting payment of the Stipend, DBTs agree to waive all claims and causes of action against the KYTC related to the project in any way.

6.7 Disposition of Proposals

All proposals and preliminary plans become the property of the Commonwealth of Kentucky unless an unsuccessful DBT waives the stipend payment to retain its rights to its technical proposal as identified in section 6.6. The successful proposal shall be incorporated by reference into the resulting contract.

6.8 Bonding Requirements

A 5% bid proposal guaranty per Section 102.09 of the Standard Specifications shall be required to bid this project.

6.9 DBT Response and Proprietary Information

The KYTC shall not disclose any portion of any proposal prior to contract award to anyone outside the KYTC, other than representatives of the federal government, if required, and the members of the Awards Committee or their designates. After a contract is awarded in whole or in part, the KYTC shall have the right to duplicate, use, or disclose all proposal data, except proprietary data as described below, submitted by DBTs in response to this solicitation as a matter of public record. Although the KYTC recognizes the DBT's possible interest in preserving selected data which may be part of a proposal, the KYTC shall treat such information as provided by the DBT pursuant to Kentucky's Open Records Act, KRS 61.870 et seq.

Information areas which normally might be considered proprietary shall be limited to: individual personnel data, customer references, selected financial data, formulae, and financial audits, which if disclosed would permit an unfair advantage to competitors. If a proposal contains information in these areas that a DBT declares proprietary in nature, each sheet containing such information shall be clearly designated as proprietary at the top and bottom of the page and shall be submitted under separate cover marked "PROPRIETARY DATA". Proposals containing information declared by a DBT to be proprietary, either in whole or in part, outside the areas listed above, may be deemed unresponsive to the solicitation and may be rejected.

Except as provided in Section 6.6 the KYTC shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the solicitation. Selection or rejection of the proposal shall not affect this right.

6.10 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Director of the Division of Construction Procurement. Withdrawal of the proposal by the DBT shall forfeit any payment of the stipend that the DBT may have been entitled to receive.

The KYTC shall accept addenda, revisions, or alterations to its proposal from any DBT until close of business (c/o/b) on the due date. The KYTC shall not accept any unsolicited addenda, revisions, or alterations to any proposal after the c/o/b on the due date. If the KYTC issues an addendum to the solicitation after c/o/b on the due date, then any DBT may respond. A DBT’s response shall precisely respond to the contents of the Department’s addendum.

The KYTC reserves the right to request clarification or additional information.

6.11 Technical & Price Proposal Submission Requirements

The submittal process shall involve a 2 step process (Technical and Price Proposal) and below is a schedule of dates for the submittal:

Date	Submittal
September 25, 2015	Request for Proposals
October 2, 2015	Pre-Proposal Meeting (Mandatory)
October 16, 2015	Letter of Qualifications Due
October 26, 2015	Last Day for Questions
November 2, 2015	Technical Proposals Due
November 13, 2015	Price Proposals Due
December 1, 2015	Project Award
November, 2018	Substantial Completion Date

Technical Proposal

A DBT may submit only one proposal. The format and content are as specified. Alternate proposals shall not be allowed. Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the DBT’s ability to meet the requirements of this solicitation. Fancy bindings, colored displays or promotional materials shall receive no evaluation credit. Emphasis shall be on completeness and clarity of content. The KYTC retains the right to request, receive and consider additional information and clarifications throughout the evaluation process.

DBTs shall submit one (1) original and ten (10) copies of the technical proposal and any preliminary plans under a single sealed cover. Proposals shall be received no later than 4:00 p.m., Eastern Time, on November 2, 2015. The KYTC shall reject any proposal received after 4:00 p.m., Eastern Time on November 2, 2015 and shall return it unopened

to the proposer. In order to be considered, the original proposal shall be signed in blue ink by an authorized representative of the DBT.

The proposal shall be clear and concise, and provide the Scoring Committee with an understanding of the DBT's ability to undertake and complete the proposed work in a thorough manner. The proposal is limited to 25 pages 8.5" by 11" which shall include resumes, similar projects, project schedule, and technical write-up. The DBT may provide unlimited 11" by 17" pages for supporting details and graphics (ie plan sheets, profiles, etc). A page is defined as an 8.5" by 11" or 11" by 17" sheet which contains text, pictures, graphs, charts, plan sheets, or any other graphics. An 11" by 17" sheet shall not contain only text but shall contain pictures, graphs, charts, plans, or other graphics. Any preliminary plans shall be completed with a readable scale on 11" by 17" sheets. The proposals shall either be mailed or hand delivered by 4 p.m., Eastern Time on November 2, 2015 to:

Ms. Rachel Mills, P.E., Director
Division of Construction Procurement
200 Mero Street, 3rd Floor
Frankfort, KY 40622

The outside cover of the package containing the proposal shall be marked:
Technical Proposal for
Hardin County KY 251 / KY 434
Item No. 4-153.01
Design-Build: FY 2016 Design Build #1

Price Proposal

The total price offered by the DBT for its proposal for all work specified in the Contract is referred to herein as the "Price Proposal".

Provide a hardcopy Price Proposal bearing original signature(s) by an authorized employee of the DBT. All other methods of submitting the Price Proposal shall be considered non-responsive and ineligible for Award.

Provide a Bid Bond. The KYTC Bid Bond form is available on-line at:

<http://transportation.ky.gov/Organizational-Resources/Forms/TC%2014-14.pdf>

or by contacting the KYTC at 502-564-3500. Each DBT shall submit a Bid Bond with its proposal in the amount of at least five percent of the Price Proposal, issued by a surety meeting the requirements of the Contract. Alternatively, DBTs may submit cash, a certified check, or a cashier's check payable to KYTC in this amount. A Bid Bond shall not be conditioned in any way to modify the minimum five percent required. Proposals that fail to include a Bid Bond or cash deposit in compliance with this subsection shall be deemed non-responsive and shall be rejected by KYTC. This bond shall be submitted with the Price Proposal in the same sealed envelope and shall not be opened until completion of the review of the Technical Proposals. The DBT shall supply all necessary certifications noted in Appendix J with the Price Proposal.

KYTC shall not accept Price Proposals by facsimile or electronic transmission. Any Price Proposal that fails to meet the deadline or delivery requirement shall be rejected and returned to the DBT without having been opened, considered, or evaluated. The KYTC shall not be responsible for a late Bid due to failure of the DBT to allow sufficient time for delivery of the Price Proposal.

KYTC shall not open the Price Proposal until the completion of the evaluation of the Technical Proposals.

Sealed Price Proposals shall be submitted by mail or hand by 2:00 PM (Eastern Time) November 13, 2015 to:

Ms. Rachel Mills, P.E., Director
Division of Construction Procurement
200 Mero Street, 3rd Floor
Frankfort, KY 40622

The outside cover of the package containing the proposal shall be marked:

Price Proposal for
Hardin County KY 251/KY 434 Reconstruction
Item No. 4-153.01
Design-Build: FY 2016 Design Build #1

6.12 Acceptance of Proposals

All proposals properly submitted shall be accepted by the KYTC. However, the KYTC reserves the right to request necessary amendments which may become part of the DBT's proposal; reject all proposals; reject any proposal that does not meet mandatory requirements; or cancel this solicitation, when in the best interest of the KYTC. For comparison purposes, the Awards Committee shall prepare a cost estimate based upon information provided by the DBT in the proposal submittal. For acceptance purposes, the KYTC may use this estimate to accept or reject any or all proposals.

The KYTC also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the KYTC.

If the KYTC waives minor irregularities, such waiver shall in no way modify the solicitation requirements or excuse the DBT from full compliance with the specifications and other contract requirements if the DBT is awarded the contract.

6.13 Protests

The Secretary of the Kentucky Transportation Cabinet, or his designee, shall have authority to determine and resolve protests and other controversies of actual or prospective DBTs in connection with the solicitations or selection for award of a contract.

Any actual or prospective DBT, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Transportation Cabinet. A protest or notice of other controversy shall be filed promptly, and in any event within two calendar weeks after such aggrieved person knows or should

have known of the facts giving rise thereto. All protests or notices of other controversies shall be in writing to:

Secretary, Transportation Cabinet
200 Mero Street; 6th Floor
Frankfort, KY 40622

The Secretary of the Kentucky Transportation Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reason for the decision. The decision by the Secretary of the Kentucky Transportation Cabinet shall be final.

6.14 Equal Employment Opportunity Act

The Equal Employment Opportunity Act of 1978 applies to all State government projects with an estimated value exceeding \$250,000.

6.15 Employment Wage, Record, and Insurance Requirements

See Appendix F for applicable requirements. It is understood and agreed to by the DBT that the Prevailing Wage Schedule for compensation to employees for the work categories and occupations for the county for which this project is located shall be strictly adhered to.

6.16 VIOLATION OF TAX AND EMPLOYMENT LAWS:

KRS 45A.485 requires the DBT to reveal to the KYTC, prior to the award of a contract, any final determination of a violation by the DBT within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the DBT shall report any such final determination(s) of violation(s) to the KYTC by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the KYTC's

DBT shall identify one of the following in its Price Proposal submitted on November 13, 2015:

_____ The DBT has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The DBT has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

6.17 FHWA 1273 (NOT APPLICABLE)

6.18 ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004 (Appendix K).

6.19 RECIPROCAL PREFERENCE

Reciprocal preference to be given by public agencies to resident bidders

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status and submit with their price proposal. The Affidavit can be found as Appendix I.

6.20 REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070. For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled. Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

6.21 Executive Branch Code of Ethics

See Appendix J for restrictions relating to former KYTC employees.

7. PROJECT DESCRIPTION

The DBT shall submit bid proposals for the following:

Reconstruction of KY 434 from just east of US 31 to and including the KY 251 / KY 434 intersection. Reconstruction of KY 251 from Station 240+00 to and including the KY 251 / KY 434 intersection.

Also, the DBT shall submit alternate bid proposals for:

Alternate #1: Reconstruction of KY 251 from Bluegrass Road to Station 240+00

Alternate #2: Reconstruction of Wooldridge Ferry Road Intersection

8. GENERAL PROVISIONS FOR THE SCOPE OF WORK

The DBT shall provide for the engineering services, design, and preparation of detailed construction plans for the construction of the proposed project. The DBT shall also provide services as described in Section 11 for the acquisition of right of way necessary to construct the proposed project and shall provide for the relocation of utilities impacted by the proposed project as described in Section 12. Further, the DBT shall provide for the furnishing of materials, construction and completion in every detail of all the work described in this RFP in order to fulfill the intent of the contract.

8.1 Governing Regulations

All services, including but not limited to survey, design and construction work, performed by the DBT and all subcontractors, shall be in compliance with all applicable AASHTO Design Standards, KYTC Department of Highway's Standard Specifications for Road and Bridge Construction, Standard Drawings, Manuals and Guidelines. As a part of the DBT's technical proposal submittal, a general schedule outlining the items listed in section 18.1 of the RFP. A comprehensive schedule detailing all project milestone dates shall be prepared for Department review and approval within 30 days of the award of the contract. This schedule shall show all major design, right of way, utility and construction activities and the critical path to completion.

In addition, the DBT shall be required to furnish the Department with a complete breakdown of the lump sum bid items established for this project at the time of submittal of the DBT price proposal. This breakdown of bid items shall be compatible with SiteManager. In order to document how the lump sum bid price was determined, the DBT shall supply, using standard KYTC bid item codes whenever possible, quantities, units, and prices to support the lump sum bid submitted. Any non-standard bid items used shall be thoroughly explained in the bid proposal. The breakdown shall include materials to be used in the work, and shall be in sufficient detail to provide KYTC with a means to check partial payment requests.

The fact that the bid items for this Design-Build project are general rather than specific shall not relieve the DBT of the requirement that all work performed and all materials furnished shall be in reasonable conformity with the specifications. The DBT's Consultant shall reference in the plans the appropriate Construction and Material Specifications Item Number for all work to be performed and all materials to be furnished.

It shall be the responsibility of the DBT to acquire and utilize the necessary KYTC manuals that apply to the design, right of way, utility and construction work required to complete this project.

8.2 Lump Sum Bid Items

For this project, a single “all-inclusive” Lump Sum bid item is to be utilized. The components that are to be incorporated in this bid item shall include but are not limited to:

Design:	DBT shall furnish units used to prepare project design. See appropriate sections
Right of Way Acquisition Services:	See Section 11
Utility Relocation:	See Section 12
Grade & Drain:	See Appropriate Sections
Asphalt Paving:	See Appendix A
Structures:	See Section 15

The DBT shall provide supplemental cost information and supporting documentation of those costs for each of the components listed. The sum of the individual component costs shall equal the value of the “all-inclusive” single lump sum bid item for the project. Certain aspects and requirements for each of these items are discussed in the following sections. Some components are discussed in multiple sections due to the nature of the work involved. As stated previously, the intent of this “all-inclusive” single lump sum bid item is to incorporate all features of the project into this bid item. Please be advised that three percent (3%) of the total lump sum bid price (minus right-of-way and design costs) shall be used as the Demobilization cost for this project.

In addition the DBT shall provide a separate estimated cost of the right of way acquisition. This estimate should not include services for right of way acquisition as these services as described in Section 11 are to be included in the lump sum bid as described above.

Contrary to the Standard Specifications, payment schedule for Mobilization will be as follows:

- 1) 1st 50% payment will be made on first pay estimate that Contractor’s total earned value on actual roadway construction items, other than Mobilization, exceeds \$10,000 and
- 2) the 2nd 50% payment will be made on first pay estimate on which the Contractor has earned 5 percent or more of the Contract amount on construction items, excluding Mobilization

8.3 Basis of Payment

All items covered by Construction and Material Specifications, Supplemental Specifications, Proposal and Special Provision notes with unit price as a basis of payment shall be included in the Lump Sum bid item established for the project. “In progress” payments for the project shall be made utilizing the supplemental cost information supplied for each of the components identified as parts of the “all inclusive” single Lump Sum bid item.

8.4 Final Payment

In addition to the normal requirements in Sections 105.12 and 109 of the Standard Specifications, the DBT shall prepare and submit the following prior to the request for final payment:

1. All original project files and notes utilized in the preparation of the survey, design and construction of the project.
2. As-Built Plans as required below.

8.5 As-Built Plans

A. General: At the completion of the work, prior to final acceptance of the construction, the DBT shall furnish KYTC Electronic As-Built Plans of the construction. When the As-Built Plans are completed, the DBT’s Consultant shall professionally endorse (sign and seal) the title sheet.

As-Built Plans shall be prepared and submitted in accordance with Chapter 200 of the KYTC Highway Design Manual.

In addition to the information shown on the construction plans, the As-Built Plans shall show the following:

1. All deviations from the original approved construction plans which result in a change of location, material, type or size of work.
2. Any utilities, pipes, wellheads, abandoned pavements, foundations or other major obstructions discovered and remaining in place which are not shown, or do not conform to locations or depths shown in the plans. All underground features (including utilities that have been relocated as a part of the project) shall be shown and labeled on the As-Built Plans (Quality C) in terms of station, offset and elevation.
3. The final option and specification number selected for those items which allow several material options under the specification (e.g., conduit).
4. Additional plan sheets may be needed if necessary to show work not included in the construction plans.

The Plan index shall show the plan sheets which have changes appearing on them.

Once KYTC has approved the As-Built Plans, the original tracings and the associated electronic files shall be delivered to the Project Manager for final processing. Acceptance of these plans and delivery of the original tracings and the associated electronic files shall be approved by the Project Manager prior to the work being accepted and the final estimate approved.

B. CADD Files shall be supplied by DBT: X Yes No

All CADD standards shall be in accordance with the current KY CADD Standards Version at the time of project award.

8.6 Pre-Design-Preconstruction Conference

The DBT shall attend a mandatory Pre-Design-Preconstruction Conference to be scheduled upon award.

8.7 KYTC Contacts

Communication:

All communication during design and construction shall be with KYTC’s Project Manager. All submittals identified elsewhere in this document shall be simultaneously sent to the KYTC’s Project Manager and to the other KYTC personnel.

District Project Manager: Sanders, Paul
Phone number: 270-766-5066 Ext 254 Email: Paul.Sanders@ky.gov

At the Pre-Design-Preconstruction Conference, the DBT shall name a Project Manager who shall act as a liaison between the DBT and KYTC.

8.8 Entry on Private Property

Prior to performing any project development work, the awarded DBT shall send notification letters indicating the date and duration of entry to any affected property owners no less than forty-eight (48) hours nor more than thirty (30) days prior to the date of entry. The DBT shall forward copies of all notification letters distributed to KYTC's Project Manager. Any subsequent claims for compensation due to damages incurred during the project development phase shall be negotiated between the DBT and the affected property owners.

9. HAZARDOUS MATERIALS

KYTC will disclose known environmentally impacted media (soils, water, rock, concrete) and other hazards located within the project limits. The contractor will be provided the Environmental Overview for the project.

The environmental overview conducted during the design scoping study identified sites of concern that may be impacted by construction. The DBT is advised that any regulated hazardous materials or contaminated media encountered as a part of the design and construction of the project shall be the responsibility of the DBT to identify, take responsibility for, and take the appropriate steps to manage or dispose of said materials in accordance with all applicable local, state and federal ordinances, laws and regulations.

Should the DBT encounter hazardous or contaminated media on the project, the DBT shall prepare a Contaminated Materials Management Plan (CMMP) to address the methodologies to be employed by the DBT to minimize the disturbance of contaminated materials and to manage or dispose of any contaminated materials encountered by the DBT as the result of the DBT's design and construction. The DBT shall submit the Contaminated Materials Management Plan ("Plan") to KYTC for review and approval in its good faith discretion within 30 days of identifying hazardous materials that will be encountered on the project; approval of the Plan by KYTC shall be a condition of advancing the Construction Work. The Plan will be subject to the approval of the Kentucky Department of Environmental Protection ("KDEP").

KYTC shall retain status as "generator" of all wastes regulated under federal RCRA and applicable state laws. It shall be the DBT's responsibility to identify, handle, manage and, if necessary, dispose of, all contaminated materials in accordance with all applicable local, state and federal regulations. It is understood that wherever practicable, regulated media may be managed on the construction site.

DBT shall have both the responsibility and authority to conduct any additional environmental assessment and/or testing it deems necessary to identify, handle, manage, transport and dispose of contaminated materials encountered as a consequence of construction activities, within the confines of local, state and federal environmental statutes, regulations and ordinances. The DBT shall work with the Kentucky Division of

Waste Management (“KDWM) to develop plans to handle the excavation, disposal or management of any contaminated material disturbed by the project. The DBT has the responsibility to secure all regulatory approvals for contaminated materials.

All environmental data collected shall be retained for KYTC review and be made available, if requested. Areas within the construction site utilized for the management of environmentally impacted wastes shall be minimized in size and number to the extent practicable, and pursuant to the approval of KDWM. The DBT shall provide documentation of compliance with the approved Plan and subsequent approvals issued by KDWM. In the event that regulated media is permanently managed within the Project right-of-way, the DBT shall coordinate with KYTC in the development of environmental covenants required by KDWM.

The DBT shall be solely responsible for the health and safety of its employees, agents, subcontractors, invitees and any third parties with regard to the management of or contact with contaminated materials encountered within the project limits. The DBT shall be liable for any loss or damage incurred by its employees, agents, subcontractors, invitees and any third parties as a result of its management, handling or improper disposal of contaminated materials. DBT shall indemnify KYTC for any damages incurred there from.

DBT shall assure that all contaminated materials requiring off-site disposal are transported and disposed of in accordance with applicable local, state and federal laws in a regulated facility approved by KYTC. The DBT shall be responsible for manifesting and gaining approval for disposal of each shipment of contaminated materials designated for disposal at a regulated facility. DBT shall retain copies of all manifests and associated documentation for review by KYTC upon request.

10. ENVIRONMENTAL

10.1 Permits:

The DBT shall be responsible for obtaining all required permits from the appropriate Federal, State, and Local Government agencies having jurisdiction over all work related to the project.

10.2 Waterway Permits

The DBT shall be responsible for all Clean Water Act permits required by the US Army Corps of Engineers (USACE) and the Kentucky Division of Water (KDOW) as may be necessary for completion of the Work. This shall include both Nationwide and Individual USACE Section 404 permits (including Letter of Permission) and KDOW section 401 Individual Water Quality Certifications (IWQC). The type of permit required from each agency is determined by the amount of impact to “waters of the US”/”Waters of the Commonwealth” , (i.e., acreage of fill activities in a stream or wetland or linear feet of work in a stream). All individual 404 Permits require 401 Water Quality Certification. 404 Nationwide Permits are activity specific permits used to authorize specific types of

project activities having only minor impacts. Projects with more than minor impacts require individual review by the USACE and the KDOW. All USACE and KDOW permit applications shall be prepared by the DBT and forwarded to KYTC's Division of Environmental Analysis for review prior to submittal to the applicable regulatory agency.

The DBT shall minimize water impacts to meet the requirements of USACE Nationwide permits and KDOW General Certifications and avoid the need for Individual 404 Permits and 401 IWQCs, if practicable. A description of the various Nationwide Permits for the Commonwealth of Kentucky can be found at the USACE's web site. The DBT shall also be aware of the Kentucky Division of Water (KDOW) Special Use Waters designations listed in the Kentucky Administrative Regulations (401 KAR 10:026). Impacts to such designated waters may require an IWQC.

The DBT is advised that in order to have a complete application with the USACE, Section 7 Consultation with the United States Fish and Wildlife Service (USFWS) and Section 106 Consultation with the State Historic Preservation Office (SHPO) is required. If handled efficiently, the coordination and approval from resource agencies necessary for issuance of Individual waterway permits may take 9 to 12 months and in the case of USFWS consultation, work required is seasonally dependent. Therefore, it is imperative that the DBT identify permit needs at the earliest stages of project development and develop the materials necessary to initiate requisite resource agency coordination and consultation. The development of all Section 401 and 404 permitting documents, as appropriate, shall be the responsibility of the DBT. The applicant for all permits shall be the "Kentucky Transportation Cabinet." The DBT shall submit Historic Property Assessments, Archaeological Assessments, Habitat Assessments, Biological Assessments, permit applications and any other documents necessary for appropriate resource agency coordination to the KYTC Division of Environmental Analysis (DEA), for review and submittal to the appropriate permitting/resource agency. For more information on assessment of historic properties and requirements for Section 7 consultation, see sections 10.4 and 10.5, respectively. DEA shall review all DBT submittals within 14 days after receiving the information. At no time, shall the DBT coordinate waterway permit issues directly with the permitting or resource agencies unless directed to do so by KYTC's Project Manager. The DBT shall be responsible for complying with all provisions set forth in the Permits. This shall include any costs or in-lieu fees associated with the permits, mitigation payments required through Section 7 consultation or other mitigation for impacts to historic properties as determined through Section 106 consultation. Please see Appendix C for additional information regarding Nationwide permit conditions.

10.3 Kentucky Pollutant Discharge Elimination System Permit (KYR10) and Best Management Practices (BMP) Plan

For projects that will create more than one acre of ground disturbance, coverage under the KPDES program's General Construction Storm Water Permit (KYR10) must be secured. The DBT must submit to KYTC's project manager a BMP plan for the project and receive approval prior to beginning work. All temporary erosion control is the responsibility of the DBT. The DBT will be responsible for filing the Notice of Intent (NOI) with the Kentucky Division of Water requesting coverage under the KYR10 permit.

10.4 Assessment of Historic Properties

The DBT shall be responsible for assessing historic properties that may be affected by work occurring within the jurisdictional limits of the USACE covered under a Nationwide, Letter of Permission or Individual permit. The assessment shall include identification of properties on or eligible for listing on the National Register of Historic Properties and, for those properties, an assessment of effects of the project on those resources. For the purpose of this section, historic properties include both above-ground resources as well as archaeological sites. The DBT shall identify an Area of Potential Effect (APE) for both above-ground resources as well as archaeological sites and provide to KYTC for coordination and concurrence by the SHPO. The DBT shall evaluate all properties within the APE and determine whether the project will affect the resources. The surveys shall be conducted by cultural resource professionals prequalified by KYTC and the Kentucky Heritage Council and meeting the Secretary of the Interior's Standards. The results of the surveys shall be documented in reports meeting the standards detailed in the Kentucky Heritage Council's Specifications for Conducting Field Work and Preparing Cultural Resource Assessment Reports, August 2006. All adverse effects shall be resolved through mitigation, approved by the SHPO, USACE and KYTC and shall be provided and implemented by the DBT. The resolution of adverse effects shall be documented in a Memorandum of Agreement to be signed by the agencies. The DBT assessment of effects and, if appropriate, resolution of the adverse effects is a requirement for issuance of a permit or compliance with a Nationwide permit issued by the USACE. The DBT should consider the potential costs and implication on the schedule for the assessment of historic properties and resolution of adverse effects when preparing a bid for the project.

10.5 Endangered Species Act Compliance (Section 7)

The DBT shall be responsible for assessing the potential impacts of the project on threatened or endangered species listed by the US Fish and Wildlife Service (Service). The species to be considered in the consultation are identified in Table A. The DBT shall determine the availability of habitat for each of the species identified in Table A within the project area and provide a report of these findings to KYTC. If threatened or endangered species habitat is present, the DBT shall determine the presence/absence of the species and prepare a Biological Assessment that details the effects of the project on those species and their habitats found to be present. The Biological Assessment shall be provided to KYTC for consultation with the Service. The assessment of effects shall address impacts for the entire project. The assessments shall be completed by a professional prequalified by KYTC for such analysis. The DBT should be aware that surveys to determine absence/presence of these species is limited to certain periods during the year and the results of this consultation are required for the issuance of permits by the USACE. Should it be determined that the project is likely to adversely affect endangered or threatened species or their habitat, a Biological Opinion will be required of the Service. The Biological Opinion includes Reasonable Conservation Measures to

mitigate for the likely adverse effect. The DBT will be responsible for providing the mitigation required as Reasonable Conservation Measures under an issued Biological Opinion. Furthermore, the Service is afforded 135 days to prepare its Biological Opinion following acceptance of a request from the federal agency (USACE) to enter into formal consultation. The DBT should consider both the cost of mitigation as well as the time required to complete the consultation when developing a schedule and evaluating the costs of endangered species compliance.

The Service has recently listed the northern long-eared bat as threatened under the Endangered Species Act. Loss of tree habitat is considered likely to adversely affect the northern long-eared bat and the endangered Indiana bat unless the species can be demonstrated, through survey, not to be present. To facilitate consultation for impacts to forest habitat for Indiana and northern long-eared bats, the Service has developed a programmatic approach that will allow for payment into the Imperiled Bat Conservation Fund (IBCF) under a Conservation Memorandum of Agreement (CMOA). A payment into the IBCF to address likely adverse effects is calculated based upon the acres of trees to be removed, the sensitivity of the habitat and the time of year that the trees are to be removed. The DBT shall be responsible for any mitigation payments to be made in lieu of conducting surveys or as a result of a Biological Opinion. The process may only be used where impacts to forested habitat is fewer than 100 acres. For more information on the Service’s programmatic approach to Indiana and northern-long-eared bats, please see the Services website at http://www.fws.gov/frankfort/indiana_bat_procedures.html

Table A Section 7 Endangered Species Act Consultation List Hardin County, Kentucky		
Common Name	Scientific_Name	Status
Gray Bat	<i>Myotis grisescens</i>	Endangered
Indiana Bat	<i>Myotis sodalis</i>	Endangered
Northern long-eared bat	<i>Myotis septentrionalis</i>	Threatened
Clubshell mussel	<i>Pleurobema clava</i>	Endangered
Fat Pocketbook mussel	<i>Potamilus capax</i>	Endangered
Northern Riffleshell mussel	<i>Epioblasma torulosa rangiana</i>	Endangered
Orangefoot Pimpleback mussel	<i>Plethobasus cooperianus</i>	Endangered
Rabbitsfoot mussel	<i>Quadrula cylindrica cylindrica</i>	Endangered
Rayed Bean mussel	<i>Villosa fabalis</i>	Endangered
Rough Pigtoe mussel	<i>Pleurobema plenum</i>	Endangered
Sheepnose mussel	<i>Plethobasus cypheus</i>	Endangered

11. RIGHT OF WAY (ROW)

GENERAL REQUIREMENTS

The selected Consultant(s) may be responsible for all or any of the following: appraisals; appraisal reviews; negotiations; relocation assistance; project management; titles and closings; property management, and other related acquisition services.

The selected Consultant agrees that upon request, staff will be available to assist in responding to FHWA or State inquiries or citations.

Scoping Meeting – a scoping meeting shall be required prior to any right of way activity. The DBT will be required to submit a fee proposal for all Right of Way cost services to the Division of Professional Services. The Division of Right of Way & Utilities will prepare an independent cost estimate for all related right of way cost services. After the scoping meeting the DBT shall submit the negotiation minutes with the DBT initial proposed hours and date the consultant fee proposal was initially submitted and by what means. The final cost estimate for all right of way services will be determined in accordance to Division of Professional Services Policy.

Project Report – It will be the responsibility of the selected Consultant to compile and complete the Project Report prior to the scoping meeting. The Report shall summarize in detail all relocations, i.e. residential, non-residential, miscellaneous moves, & outdoor advertising. (Project Report shall be written by a qualified person(s). Note: The Cost of the Project Report shall be part of the fee proposal

11.1 TITLES

a) Attorneys for title and closing services must be selected from the KYTC Office of Legal Services statewide list for title services.

11.2 APPRAISALS/APPRAISAL REVIEWS

a) Appraisers must be selected from the KYTC ROW list of pre-qualified real estate appraisers. Please contact Eric Monhollon at Eric.Monhollon@ky.gov for a copy of the list.

b) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Respondent's ROW Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist.

c) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable KYTC forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired utilizing KYTC forms. These reports shall conform to KYTC policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.

f) As necessary, prepare written notification to the Project Manager of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.

g) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.

Complex BAV (Before and After Value)

In rare instances the complexity of a property and/or appraisal problem may require specialized knowledge or increased documentation. Examples of this type of appraisal may include but not be limited to:

a) An acquisition from a university campus where the contributing value of the improvements must be documented as part of the larger parcel.

b) An acquisition from a golf course that affects one or more fairways and/or green where the appraiser may need to consult an Engineer or course designer to determine the true nature of the effect of the taking on the course.

c) Standard BAV – This category will be used for most KYTC appraisals. The contributing value of all improvements must be documented. Damages may

apply in the after situation and may include but not be limited to proximity, changes in topography, severed remainders, changes in highest and best use, loss of parking, etc.

- d) Minor BAV – Used for minor acquisitions in which the amount of just compensation exceeds the maximum amount under which an MAR (Minor Acquisition Review) may be used. Improvements acquired will be minor in nature and will include but not be limited to items of landscaping, fencing and small secondary buildings (i.e. sheds). The principle building is unaffected and its contributing value may be estimated.
- e) BV (Before Value) – Used only when the parcel is considered a total take and only the before value is needed.

11.2 APPRAISAL REVIEW SERVICE

Appraisers must be selected from the KYTC ROW list of pre-qualified real estate appraisers. Please contact Eric Monhollon at Eric.Monhollon@ky.gov for a copy of the list.

Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with Department policies and procedures and the Uniform Standards of Professional Appraisal Practices.

11.3 NEGOTIATION SERVICES

- a) Analyze preliminary title report to determine potential title problems, propose and inform the KYTC ROW Project Manager of methods to cure title deficiencies.
- b) Analyze appraisal and appraisal review reports and confirm the KYTC's approved value prior to making offer for each parcel.
- c) Prepare the initial offer letter, memorandum of understanding, instruments of conveyance, and any other documents required or requested by KYTC on applicable Department forms.

d) The written offer, approved appraisal report and required brochures must be given to each property owner or the property owner's designated representative. Shall maintain a record of contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Respond to property owners inquiries verbally and in writing within three (3) business days.

f) Shall have a minimum of three (3) contacts with each property owner or the property owner's designated representative and maintain a precise record of contacts for each parcel on applicable Department forms. (Note: Three (3) contacts may be waived for special circumstances)

g) Advise property owner of the Administrative Settlement process. Transmit to the KYTC ROW Project Manager any written counter offer from property owners including supporting documentation, and Provider recommendation with regard to Administrative Settlements in accordance with Department policy and procedures.

h) Issue Property Owner's Survey to the property owner.

All Acquisition Parcels are completed following the procedures within the Right of Way Guidance Manual.

Negotiation Using an MAR

Acquisition Agent will be responsible for the following:

- Determine if in fact a MAR should be used, (MAR's are used when value of the acquisition is less than \$10,000 and non-complex.) MAR's which exceeds \$10,000 and up to \$25,000 shall be subject to an appraisal if requested by the property owner(s).
- Creating the MAR by the collection of comparable sales data either independently or from the approved comparable sales book for the project. A minimum of three (3) comparable sales shall be used to determine the value for the "Offer to Purchase" letter. Once the MAR is completed, the agent may then proceed with contacting the property owner and arrange for a meeting to make the MAR offer
- MAR offer is given to the property owner both verbally and in writing
- Owner has about 30 days to sign, or submit a counter offer to be reviewed

- Once the acquisition agent has completed the file, the file is sent to Central Office for processing, either for payment or condemnation.
- If a file is approved for condemnation, attorneys for condemnations must be selected from the KYTC Office of Legal Services statewide list for general legal services.

Negotiation using an Appraisal (Before and After Method)

Acquisition Agent will be responsible for the following:

NOTE: The same steps are followed as above; with the exception of the appraisal value amount has no limit, and the fair market value compensation is based on comparable sales of surrounding locations.

11.4 RELOCATION ASSISTANCE SERVICES FOR RESIDENTIAL, NON-RESIDENTIAL, MISCELLANEOUS MOVES, AND OUTDOOR ADVERTISING

- a) When relocation assistance is required as part of a contract the selected Consultant shall complete an Acquisition Stage Relocation Report (ASRR) for any and all relocations being assigned.
- b) All relocations will be done in accordance to 49 CFR, Part 23, Uniform Relocation Assistance and Real Property Regulations for Federal and Federally Assisted Programs and 600 KAR 3:010 Relocation Assistance Payments of the Transportation Cabinet and the Kentucky Transportation Cabinet Relocation Assistance Guidance Manual, revised February 2011.
- c) The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist
- d) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Brochure *[Your Benefits as a Highway Displacee]*

- e) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way.

- f) Locate, evaluate, and maintain files on comparable available housing.

- g) Compute and submit the request for relocation housing/rental supplement to the KYTC ROW Project Manager using KYTC approved forms.

- h) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.

- i) Notify the KYTC ROW Project Manager immediately if the Displacee does not move after the 30-day notice.

- j) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Department policy.

- k) Coordinate and monitor with displaced homeowners, business owners, tenants, and with moving companies in accordance with Department procedures.

- l) Maintain relocation record of contacts journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.

- m) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

- n) Relocation agent will be available for any appeals and hearings.

- o) Issue Relocation Surveys to all Displacees.

11.4.1 Residential, Non-Residential, and Miscellaneous Move Relocations

Residential Relocation Agents will be responsible for the following:

1. Explaining Relocation Assistance Program and possible benefits available to displaced persons
2. Determining eligibility for Relocation Assistance benefits
3. Determining need for Last Resort Housing
4. Justifying need for Last Resort Housing
5. Offering advisory services
6. Updating worksheet
7. Calculating rent and/or purchase supplement computations and all revisions
8. Determining personal property located within the acquisition
9. Issuance of 90 day and 30 day notices
10. Performing Decent, Safe and Sanitary Inspections of replacement property
11. Determining eligible incidental expenses for reimbursement
12. Determining Mortgage Interest Differential payment eligibility
13. Securing required documentation necessary for filing claims
14. Filing all claims on proper forms in a timely manner
15. Attending closings of replacement property
16. Ensuring requirements of program benefits are met
17. Filing required reports in a timely manner
18. Inspecting that personal property is removed from acquired area
19. Secure key(s) to acquire improvements
20. Turning key(s) over to District property management
21. Assisting displaced person(s) with the Appeals
22. Being available for deposition and/or testimony at 13B Appeal Hearing
23. Making themselves and contact information available to displaced person(s)
24. Willingly work through assigned district and its Right of Way personnel
25. Close each parcel with completed TC 62-210 and updated record of contacts
26. Close project with completed TC 62-97
27. Turn completed files over to ROW Project Manager

11.4.2 Nonresidential Relocation Agents will be responsible for the following:

1. Explaining Relocation Assistance Program and possible benefits available to displaced
2. Determining eligibility for Relocation Assistance benefits
3. Offering advisory services
4. Updating worksheet

5. Determining personal property located within the acquisition
6. Identifying any hazardous wastes or substances
7. Issuance of 90 day and 30 day notices
8. Determining which nonresidential benefits are best for Displacee
9. Determining compensation for moving personal property
10. Securing bids for moving personal property (if necessary)
11. Determining if displaced is eligible for reestablishment benefits
12. Determining which expenses are eligible for reestablishment
13. Obtaining CO approval prior to the reestablishment
14. Obtaining before and after pictures of reestablishment
15. Determining if displaced is eligible for in lieu of move benefits
16. Obtaining required tax documentations for in lieu of move benefits
17. Determining in lieu of move benefit
18. Obtaining required documentation necessary for filing claims
19. Filing all claims on proper forms in a timely manner
20. Ensuring requirements of program benefits are met
21. Filing required reports in a timely manner
22. Inspecting that personal property is removed from acquired area
23. Assisting displaced person(s) with the Appeals
24. Being available for deposition and/or testimony at 13B Appeal Hearing
25. Making themselves and contact information available to displaced person(s)
26. Willingly work through assigned district and its Right of Way personnel
27. Close each parcel with completed TC 62-210 and updated record of contacts
28. Close project with completed TC 62-97
29. Turn completed files over to ROW Project Manager

11.4.3 Miscellaneous Move Relocation Agent will be responsible for the following:

1. Explaining Relocation Assistance Program and possible benefits available to displaced persons
2. Determining eligibility for Relocation Assistance benefits
3. Offering advisory services
4. Updating worksheet

5. Determining personal property located within the acquisition
6. Issuance of 90 day and 30 day notices
7. Determining compensation for moving personal property
8. Securing bids for moving personal property (if necessary)
9. Obtaining required documentation necessary for filing claims
10. Filing all claims on proper forms in a timely manner
11. Ensuring requirements of program benefits are met
12. Filing required reports in a timely manner
13. Inspecting that personal property is removed from acquired area
14. Assisting displaced person(s) with the Appeals
15. Being available for deposition and/or testimony at 13B Appeal Hearing
16. Making themselves and contact information available to displaced person(s)
17. Willingly work through assigned district and its Right of Way personnel
18. Close each parcel with completed TC 62-210 and updated record of contacts
19. Close project with completed TC 62-97
20. Turn completed files over to ROW Project Manager

11.5 PROPERTY MANAGEMENT

The DBT will designate a prequalified right of way person who has a status of at least a Level III Agent to be the DBT Right of Way Property Management Agent. The DBT Right of Way Project Manager shall not be the DBT Right of Way Property Management Agent.

The DBT will be responsible for all property management activities. Property management activities may include, but not limited to, excess property, coordinate clearance of improvements from the right of way. Manage rental and rental collection of acquired improvements. Monitor and supervise maintenance of acquired improvements. Furnish the Review Appraiser with salvage values of improvements to be acquired. Maintain adequate records reflecting the current status of right of way clearance, rental collection, etc., and provide copies to the KYTC ROW Project Manager all in accordance to KYTC ROW Guidance Manual. Between vacation of the buildings and demolition of improvements, the responsibility for security and boarding is the responsibility of the DBT. (All necessary paperwork shall be on approved KYTC forms). A *Project Summary of Improvements*, TC 62-201, is required on all projects where improvements are acquired. The district property management agent shall be copied on this form when the project is being developed for right-of-way acquisition. A copy of the summary shall be sent to the Central Office property management

program coordinator at this time to provide a guide as to the number and type of improvements the project affects.

The Division of Right of Way and Utilities shall determine final disposition of improvements by permitting the owner to retain the improvement, permitting another displaced person to remove it from the right of way and use the improvement for replacement housing, or effecting removal by solicitation or by the roadway contractor. On occasion the Director of Right of Way and Utilities or the district right-of-way supervisor may permit the owner to retain some of the improvements as part of an administrative settlement in negotiating the parcel. This permission shall be supported in writing. The DBT shall not permit any retention of improvement without written authority from the district right of way agent supervisor or Director of Right of Way & Utilities.

Upon authorization to proceed with acquisitions, the DBT Right of Way Property Management Agent shall inspect all property to be acquired, and any bridges to be demolished, to determine whether any parcel contains hazardous materials or Underground Storage Tanks (UST). If signs of hazardous materials or USTs are observed, the DBT Right of Way Project Manager shall notify the KYTC ROW Project Manager and District Environmental Coordinator initiate a Site 1 Environmental Investigation on the parcel. The investigation shall be conducted by a firm prequalified in Environmental and UST Services – HazMat Preliminary Site Assessment (Phase 1)

After inspecting all property to be acquired, the DBT Right of Way Property Management Agent shall:

- Prepare a Project Summary of Improvements, TC 62-201
- Initiate environmental remediation, including asbestos abatement

Note: All other environmental remediation, including UST removal, is to be completed by DBT with approval of DEA.

- Make sure all improvements are clear of inhabitants and photograph them

The Kentucky Transportation Cabinet (KYTC) may require owners to perform required clean-up procedures prior to purchasing property at its approved appraised value. The Division of Environmental Analysis and the Director of Right of Way and Utilities or the Relocation Branch Manager is to advise the DBT of the procedure to follow in such cases.

The DBT shall be responsible for removal of all hazardous materials from improvements, including bridges, prior to demolition. Before releasing a parcel or bridge for demolition, the DBT Right of Way Property Management Agent shall complete an Asbestos Containing Material (ACM) inspection, which shall be performed by a qualified environmental professional with EPA/AHERA accreditation recognized by the Kentucky Division for Air Quality as outlined in 401 KAR 58:040. Where ACM is determined to require abatement, it shall be conducted by a qualified Asbestos Remediation Contractor.. ACM shall be abated, handled and disposed in accordance with applicable regulations and shall not be managed on-site.

If other hazardous materials are found, the DBT Right of Way Property Management Agent shall notify the KYTC Right of Way Manager and provide a written plan for proceeding to ensure proper removal and disposal of any hazardous materials. The DBT shall not proceed

with the remediation until concurrence with the approach is provided by the KYTC Right of Way Project Manager.

Prior to demolition of properties, the DBT ROW Property Management Agent shall notify the KYTC ROW Project Manager and District Environmental Coordinator that all known hazardous materials have been removed. Contractors responsible for the demolition shall be similarly notified. If previously unidentified hazardous materials are discovered during demolition or construction the DBT shall immediately stop work and notify the KYTC ROW Project Manager and District Environmental Coordinator. The DBT shall provide a written plan for proceeding to ensure proper removal and disposal and no additional removal activities of hazardous materials shall be performed until the DBT receives concurrence with the plan and written authorization from KYTC to proceed. Delays in project schedule due to unidentified hazardous materials are the responsibility of the DBT.

Copies of all memoranda and e-mails are to be submitted to the KYTC Right of Way Project Manager.

11.6 SUBPROVIDERS

Sub-Providers providing service under the work authorization shall meet the same requirements and level of experience as required of the respondent. No subcontract under the letter agreement shall relieve the primary respondent of responsibility for the service. If the respondent uses a Sub-Provider for any or all of the work required, the following conditions shall apply under the listed circumstances:

- a) Respondents planning to subcontract all or a portion of the work shall identify the proposed Sub-Providers.
- b) Subcontracting shall be at the respondent's expense.
- c) KYTC retains the right to check Sub-Provider's background and make a determination to approve or reject the use of submitted Sub-Providers.
- d) The respondent shall be the only contact for the Department and Sub-Providers and shall list a designated point of contact for all Department and Sub-Provider inquiries.

11.7 PROJECT MANAGEMENT-SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING ACTIVITIES:

11.7.1 Communication

- a) Maintain a project right of way status report including a separate project status reports for relocations in accordance with the KYTC ROW Project Manager on Department approved forms.
- b) The KYTC ROW Project manager shall be the only point of contact for the respondent Project Manager unless otherwise approved by the ROW Project Manager.
- c) Maintain all working files at the respondent principal office or regional office within the State. To make all working files available for review by the KYTC ROW Personnel.
- d) Provide invoices utilizing Department standard payment submissions forms supporting documentation. Supporting documentation requirements are determined by KYTC ROW.
- e) Maintain records of all correspondence and contacts with property owners.
- f) Responsible for monitoring all right of way activities associated with a highway project.
- g) Shall attend monthly status meeting with appropriate ROW Project Staff. Date, time, and location are determined by the KYTC ROW Project Manager.
- h) The respondent project manager shall deliver all project files, correspondence, and other project related materials within 30 days of completion of the project to the KYTC ROW Project Manager.

To respond to this project, the proposed consultant must be prequalified for Right of Way Services by the Division of Right of Way and Utilities by the Response Due Date of this Advertisement. The selected Consultants must maintain prequalification as set out in the ROW Guidance Manual throughout the term of the contract.

11.8 SUBMISSION OF ACQUISITION PACKETS

The Design Build Team Right of Way Project Manager shall submit all payment packets to the District Right of Way Agent Supervisor for review. Upon review and if the packet is approved the payment packet then will be submitted to the Division of Right of Way & Utilities Acquisition Branch for review and approval.

The DBT shall have no administrative settlement authority on any acquisition parcel. All administrative settlements shall be processed through the District Right of Way Agent Supervisor to the Director of Right of Way & Utilities.

11.9 CONDEMNATION IF REQUIRED

When it has become apparent that the condemnation process must be utilized in order to obtain possession of a parcel the DBT shall not condemn any parcel without prior approval of the District Right of Way Agent Supervisor and approval from the Director of Right of Way &

Utilities. The DBT shall submit to the parcel owner (s) a 10-day letter notifying the property owners of the pending condemnation process.

Condemnation Packet Submittal to District Right of Way Agent Supervisor (Electronically)

- a) 1 copy of the Approved Condemnation Pay Statement.
- b) 1 copy of the Record of Contacts.
- c) 1 copy of the Offer to Purchase.
- d) 1 copy of the Approved Parcel Summary.
- e) 1 copy of complete description of the property to be acquired.
- f) 1 Copy of the title report only. Source deeds not needed.
- g) 1 Copy of the Appraisal Report or MAR with MAR Range of Values.
- h) 1 Copy of a 11” x 17” colored plan sheet showing the property to be acquired.

11.10 CONFLICT OF INTEREST-

If any DBT member has any interest, present or future in any parcel or portion of a parcel then this individual shall be disqualified from the parcel(s) in which the interest exist.

11.11 RELOCATION ASSISTANCE-

The DBT shall follow all necessary federal laws and polices including The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) but not limited to other laws pertaining to relocation assistance. In addition, the DBT shall follow the Kentucky Administrative Regulations 600 KAR 3:010 Relocation assistance payments of the Transportation Cabinet. The KYTC Division of Right of Way & Utilities Guidance Manual.

All work prepared by the DBT for relocation assistance shall be processed in accordance to KYTC Division of Right of Way & Utilities Guidance Manual to the District Right of Way Agent Supervisor for review and processing. Final approval for all relocation assistance falls upon the Branch Manager for Relocation Assistance in Central Office.

11.13 CLOSING SERVICES FOR RIGHT OF WAY ACQUISITIONS

All closings shall be in accordance with KYTC Division of Right of Way & Utilities Guidance Manual.

11.14 CONFIDENTIALITY

All correspondences relating to the appraisal, acquisition, and relocation assistance with regard to Appraisal Practices, Fair Market Value Offer, or Relocation Assistance shall be kept confidential. The DBT shall not disclosure or discuss confidential information about any parcel or owner(s) of a parcel. The DBT Right of Way Team shall be the only person's to discuss confidential information and then shall only discuss with KYTC Division of Right of Way Personnel.

12. UTILITIES

12.1 GENERAL REQUIREMENTS

A number of existing utilities are located within or in the vicinity of the Project Right-of-Way, some pursuant to statutory rights and some pursuant to property rights. DBTs are advised it is their responsibility to locate all utilities and take into account impacts their design creates.

This Section establishes procedures and requirements for adjusting utilities, if deemed necessary, including such processes as coordination with utility owners, administration of the engineering, construction, and other activities necessary for utility adjustments, and required documentation.

The DBT shall cause all utility adjustments necessary to accommodate construction, operation, maintenance and/or use of the project, in both its initial configuration and in its ultimate configuration. The DBT shall be responsible for preparing and executing all agreements with the utility owners impacted by the project. Some utility adjustments may be performed by the utility owner with its own forces and/or contractors and consultants (i.e., utility owner-managed); all others shall be performed by the DBT with its own forces and/or contractors and consultants (subject to any approval rights required by the utility owner for those working on its facilities) (i.e., DBT-managed). The allocation of responsibility for the utility adjustment work between DBT and the utility owners shall be specified in the Utility Agreements executed by the DBT with the respective utility owner. All costs associated with the design, right-of-way (utility easement) and relocation of utilities for this project shall be the responsibility of the DBT. The DBT shall clearly demonstrate in the schedule prepared for the project how the utility relocation work is to be accomplished. No contract time extensions shall be granted to the DBT due to relocation of utilities for the project.

The DBT's obligations regarding reimbursement to utility owners for all costs of utility adjustment work shall be as set forth in the Utility Agreements prepared for the project by the DBT and in conformance with FHWA's Program Guide for Utility Relocation and Accommodation for Federal-Aid Projects. In general, in order to facilitate the timely relocation of the utilities for the Project, KYTC has advised all respective utility companies thought to be potentially impacted by the project that the costs associated with utility relocation work shall be reimbursed to the respective utility owner by the DBT. This includes both public and private utilities. However, as per FHWA's Program Guide for Utility Relocation and Accommodation for Federal-Aid Project, any "betterments" to the utilities made as part of the relocation work are not eligible project expenses and shall not be included in the project costs. The DBT and the respective utility owner shall clearly demonstrate in the agreements prepared for the project how any "betterments" planned for the Utility facilities during the relocation work are paid for using non-project funds. The DBT shall be responsible for strictly adhering to this requirement. Should it be determined that project funds have been used for betterment of the utility facilities without prior approval by KYTC, an amount equal to the cost determined to be expended upon betterment of the utility facilities relocated for the project shall be deducted from the DBT's contract amount.

This Section does not address utility services to the project. Utility services to the project shall be the subject of separate agreements between the DBT and utility owners.

12.1.1 When Utility Adjustment is Required

A utility adjustment may be necessary to accommodate the project for either or both of the following reasons: (a) a physical conflict between the project and the utility; and/or (b) an incompatibility between the project and the utility based on constructability, future operation, safety, and maintenance. The physical limits of all utility adjustments shall extend as necessary to functionally replace the existing utility, whether inside or outside of the project right-of-way. Section

12.2.4.2 contains provisions that address the acquisition of easements for utilities to be installed outside of the project right-of-way.

Utilities may remain in their existing locations within the project right-of-way if the existing location shall not adversely affect the construction, operation, safety, maintenance and/or use of the project.

12.1.2 Certain Components of the Utility Adjustment Work

12.1.2.1 Coordination

The DBT shall communicate, cooperate, and coordinate with KYTC, the utility owners, and potentially affected third parties, as necessary for performance of the utility adjustment work. The DBT shall be responsible for preparing and securing execution of all necessary agreements.

Please be advised that the utility owner, as part of the review and comment for the Utility Agreement by KYTC, shall be responsible for obtaining an Encroachment Permit for all utility relocation work to be done within the public right-of-way. The DBT shall be responsible for all coordination needed to ensure that the Encroachment Permits and any other approvals needed from the appropriate regulatory agencies are received and approved by the proper authority prior to any utility relocation work within the public right-of-way taking place.

12.1.2.2 Betterments

The utility owner shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities unless the utility owner specifies a lesser replacement. Please see KYTC Policy Manuals and FHWA's Program Guide for Utility Relocation and Accommodation for Federal-Aid Projects for additional requirements in this regard. If the utility owner proposes to include enhancements or "betterment," all costs associated with the betterment are the responsibility of the utility owner and shall not be included in the project cost. The DBT shall perform all coordination necessary to ensure that any utility betterment planned for the project by the utility owner is adequately addressed in the utility agreement and properly documented in the encroachment permit prior to beginning the relocation.

12.1.2.3

Protection in Place

The DBT shall be responsible for Protection in Place of all utilities impacted by the project as necessary for their continued safe operation and structural integrity.

12.1.2.4

Abandonment and Removal

As applicable to work being performed by the DBT, the DBT shall make all arrangements and perform all work necessary to complete each abandonment or removal (and disposal) of a utility in accordance with the approved utility agreement. The DBT shall obtain governmental approvals and consent from the affected utility owner and any affected landowner(s) or shall confirm that the utility owner has completed these tasks.

12.1.2.5

Service Lines and Utility Appurtenances

As applicable to work being performed by the DBT, whenever required to accommodate construction, operation, maintenance, and/or use of the project, the DBT shall cause Service Line Adjustments and Utility Appurtenance Adjustments. On completion of these, the DBT shall cause full reinstatement of the roadway, including reconstruction of curb, gutter, sidewalks, and landscaping, whether the utility adjustment work is performed by the Utility Owner or by the DBT.

12.1.2.6

Early Adjustments (Not Applicable)

12.1.2.7

Agreements between the DBT and Utility Owners

Except as otherwise stated in this Section or in the Agreement, each utility adjustment shall be specifically addressed in a utility agreement. The DBT is responsible for preparing, negotiating, and obtaining execution by the utility owners, of all utility agreements (including preparing all necessary exhibits and information about the project, such as reports, plans, and surveys). A utility agreement is not required for any utility adjustment consisting solely of protection in place in the utility's original location within the project right-of-way, unless the utility owner is being reimbursed for costs incurred by it on account of such protection in place.

12.1.2.8

Utility Agreements

The DBT shall enter into one or more utility agreements with each affected utility owner to define the design, material, construction, inspection, and acceptance standards and procedures necessary to complete utility adjustments, as well as to define the DBT's and the utility owner's respective responsibilities for utility adjustment costs and utility adjustment

activities such as design, material procurement, construction, inspection, and acceptance. A utility agreement may address more than one utility adjustment for the same utility owner. Additional adjustments may be added to an existing utility agreements by a utility agreement amendment.

The DBT shall prepare each utility agreement using KYTCs standard form or a similar document approved by KYTC. Promptly following issuance of a notice to proceed, the DBT shall begin negotiations with each affected utility owner to reach agreement on one or more utility agreements. The DBT shall use good faith efforts to finalize a utility agreement with each affected utility owner within a reasonable time period after issuance of NTP. Each utility agreement (including the utility adjustment plans attached thereto) shall be subject to KYTC review and comment as part of the utility agreement /encroachment permit approval process. Allow 5 business days for KYTC review

12.1.2.9 Utility Agreement Amendments

Modification of an executed utility agreements or any component thereof shall be addressed using a utility agreement amendment. A utility agreement amendment may be used only when the allocation of responsibility for the utility adjustment work covered by that utility agreement amendment is the same as in the underlying utility agreement; otherwise, an additional utility agreement and new encroachment permit shall be required.

Each utility agreement amendment (including any utility adjustment plans attached thereto) shall be subject to KYTC approval as an amendment to the original encroachment permit. Allow 5 business days for KYTC review

12.1.3 Recordkeeping

The DBT shall maintain construction and inspection records in order to ascertain that utility adjustment work is accomplished in accordance with the terms and in the manner proposed on the approved utility adjustment plans and otherwise as required by the applicable utility agreement(s). The DBT may use the modified KYTC Utility Relocation Progress Report.

12.2 ADMINISTRATIVE REQUIREMENTS

12.2.1 Standards

All utility adjustment work shall comply with all applicable laws, agency Encroachment Permit requirements, this RFP, regulatory agency approvals, the

applicable utility adjustment standards, and the requirements as set forth in the utility company standards and specifications.

12.2.2 Communications

12.2.2.1 Communication with Utility Owners: Meetings and Correspondence

The DBT is responsible for holding meetings and otherwise communicating with each utility owner as necessary to accomplish in a timely manner the utility adjustments necessary to construct the project. KYTC will participate in these meetings if requested by the utility owner or the DBT, or otherwise as deemed appropriate in order to facilitate the progress on the project.

At least five business days in advance of each scheduled meeting, the DBT shall provide notice and an agenda for the meeting separately to KYTC and the appropriate utility owner. The DBT shall prepare minutes of all meetings with utility owners and shall keep copies of all correspondence between the DBT and any utility owner. Copies of these meeting minutes shall be forwarded to KYTC for the project files within one week following the respective meeting.

12.2.3 Utility Adjustment Manager

The DBT shall provide a utility adjustment manager with appropriate qualifications and experience for the utility adjustment work required for this project.

The utility adjustment manager's (UM) primary work responsibility shall be the performance of all the DBT's obligations with respect to utility adjustments. The UM shall be authorized by the DBT to approve all financial and technical modifications associated with utility adjustments and modifications to the utility agreement.

12.2.4 Real Property Matters

The DBT shall provide the services described below in connection with existing and future occupancy of property by utilities.

12.2.4.1 Documentation of Existing Utility Property Interests

It shall be the DBT's responsibility to determine all existing utility property interest within the project right-of-way claimed by any utility owner.

12.2.4.2 Acquisition of Replacement Utility Property Interests

The DBT shall be responsible for working with each utility owner for acquiring any replacement utility property interests

that are necessary for its utility adjustments. The DBT shall have the following responsibilities for each acquisition:

- A. The DBT shall coordinate with, and provide all project information needed to each utility owner as necessary for the utility owner to identify any replacement utility property interests required for its utility adjustments.
- B. If the DBT and/or DBT subcontractors assists a utility owner in acquiring a replacement utility property interest, the DBT shall ensure that the following requirements are met:
 - a. The files and records must be kept separate and apart from all acquisition files and records for the project right-of-way.
 - b. The items used in acquisition of replacement utility property interests (e.g., appraisals, written evaluations, and owner contact reports) must be separate from the purchase of the project right-of-way.
- C. The DBT shall reimburse the utility owner for all replacement utility property interests required for its utility adjustments. No betterment in terms of property interest shall be paid for using project funds.

12.2.5 Documentation of Requirements

The DBT shall prepare, and obtain execution by the utility owner of (and record in the appropriate jurisdiction, if applicable), all agreements including all necessary exhibits and information concerning the project (e.g., reports, plans, and surveys). Each agreement shall identify the subject utility(ies) by the applicable Encroachment Permit Number and shall also identify any real property interests by parcel number or highway station number or by other identification acceptable to KYTC.

12.3 DESIGN

12.3.1 DBT's Responsibility for Utility Identification

The DBT bears sole responsibility for ascertaining, at its own expense, all pertinent details of utilities located within the project right-of-way or otherwise affected by the project, whether located on private property or within an existing public right-of-way, and including all service lines.

12.3.2 Technical Criteria and performance Standards

All design plans for utility adjustment work, whether furnished by the DBT or by the utility owner, shall be consistent and compatible with the following:

- A. The project as designed and constructed

- B. Any utilities remaining in, or being installed in, the same vicinity
- C. All applicable governmental approvals/permits
- D. Private approvals of any third parties necessary for such work
- E. KYTC Policies and Procedures as set forth in Kentucky's State Utility and Rail Guidance Manual and as specified in the approved utility agreement.

The DBT shall be responsible for validating that all utility adjustments performed as part of this project adhere to these criteria.

12.3.3 Utility Adjustment Plans

Utility adjustment plans, whether furnished by the DBT or by the utility owner, shall be signed and sealed by a registered Professional Engineer (PE), if required by the utility owner, regulatory agencies, or KYTC.

12.3.3.1 Plans Prepared by DBT

Where the DBT and the utility owner have agreed that the DBT shall furnish a utility adjustment design, the DBT shall prepare and obtain the utility owner's approval of plans, specifications, and cost estimates for the utility adjustment (collectively, "Utility Adjustment Plans") by having an authorized representative of the utility owner sign the plans as "reviewed and approved for construction." The Utility Adjustment Plans (as approved by the utility owner) shall be attached to the applicable utility agreement and estimate, which shall serve as the appropriate Encroachment Permit application submitted for KYTC approval. Please be advised that the utility company is ultimately responsible for execution of the utility agreement, regardless of who prepares the plans. The DBT is responsible for facilitating this process in a manner such that all requirements are adequately addressed and commitments fulfilled in accordance with all provisions set forth in the contract documents.

Unless otherwise specified in the applicable utility agreement(s), all changes to utility adjustment plans previously approved by the utility owner (excluding estimates, if the utility owner is not responsible for any costs) shall require written utility owner approval. The DBT shall transmit any KYTC comments to the utility owner and shall coordinate any modification, re-approval by the utility owner, and re-submittal to KYTC as necessary to obtain KYTC approval, as applicable.

12.3.3.2 Plans Prepared by the Utility Owner

For all Utility Adjustment Plans to be furnished by a utility owner, the DBT shall coordinate with the utility owner as necessary to confirm compliance with the project plans,

including possible changes being proposed by the DBT. Those utility adjustment plans shall be attached to the applicable utility agreement and estimate, which shall serve as the appropriate Encroachment Permit for KYTC approval. The DBT shall be responsible for coordination with the utility company to ensure that all KYTC comments to the utility owner are adequately addressed in the design and construction of the project, including, any modification, re-approval by the utility owner and re-submittal to KYTC as necessary to obtain KYTC approval.

12.3.3.3 Design Documents

Each proposed utility adjustment shall be shown in the design documents, regardless of whether the utility adjustment plans are prepared by the DBT or by the utility owner.

12.3.3.4 Certain Requirements for Underground Utilities

Casing as specified in accordance with the KYTC Permits Manual and the KYTC Utilities Manual shall be required for use on the project, where applicable.

12.3.3.5 Utility Agreement Submittals

Each utility adjustment shall be addressed in a utility agreement prepared jointly by the DBT and the utility owner and submitted to KYTC for review and comment. The DBT shall coordinate with the utility owner to prepare all components of each utility agreement. Completion of the review and approval process for the applicable utility agreement, as well as issuance of any required KYTC approvals, shall be required before the start of construction for the affected utility adjustment work.

In its sole discretion, KYTC has the authority to approve the placement of utilities within project right-of-way. It shall be the responsibility of the DBT to work with the utility owner to prepare all required documentation to be included with each subsequent utility agreement submittal.

The DBT shall arrange for the utility owner to execute each utility agreement and subsequent Encroachment Permit required to do the work on the Project.

Provisions governing the procedure for and timing of utility agreement submittals are in Section 12.5 (Deliverables).

All utility adjustments covered by the same initial utility agreement may be addressed in a single Encroachment Permit. Please refer to the KYTC Encroachment Permit Manual for

additional information. In general, the utility agreement package required for each utility relocation shall include:

- A. Encroachment Permit application (KYTC).
- B. Utility agreement (executed between the DBT and the Utility Owner).
- C. Utility adjustment plans and specifications as referenced in the utility agreement.
- D. Roadway plans and profile and/or structure plans and X-sections clearly indicating existing and proposed utility location. For utilities deemed acceptable to remain in place by the utility owner and the DBT, the location of the utility, both horizontally and vertically, along with any special construction requirements or protection needed to prevent damage to the facility during construction of the project, must be clearly defined.
- E. Utility relocation cost estimate as defined in the utility agreement including definition and separation of any betterment proposed.
- F. Six complete utility agreement packages as described herein or as directed by KYTC. Once review and comment is complete, three copies shall be returned to the DBT and utility company for their use.

12.4 CONSTRUCTION

12.4.1 General Construction Criteria

All utility adjustment construction performed by the DBT shall conform to the requirements listed below. In addition, the DBT is responsible for verifying that all utility adjustment construction performed by each utility owner conforms to the requirements described below. In case of nonconformance, the DBT shall cause the utility owner (and/or its contractors, as applicable) to complete all necessary corrective work or to otherwise take such steps as are necessary to conform to these requirements.

- A. All criteria identified in Section 12.3 (DESIGN).
- B. The utility adjustment plans and agency requirements included in the Encroachment Permit approved by KYTC.
- C. Approved utility agreement amendments.
- D. All project safety and environmental requirements.
- E. Erosion prevention and sediment control requirements.
- F. Easement acquisition procedures.

12.4.2 Inspection of Utility Owners Construction

The DBT shall set forth procedures for inspection of all utility adjustment work performed by utility owners (and/or their contractors) to verify compliance with

the applicable requirements described in Section 12.4.1 (General Construction Criteria). The inspection shall validate that the utility work adheres to the above criteria, is as designed, and conforms to the approved utility agreement and any approved amendments.

12.4.2 Scheduling Utility Adjustment Work

The utility adjustment work (other than construction) may begin at any time following issuance of an encroachment permit number. The DBT shall not arrange for any utility owner to begin any demolition, removal, or other construction work for any utility adjustment until all of the following conditions are satisfied:

- A. The utility adjustment is covered by an executed utility agreement (and any conditions to commencement of such activities that are included in the utility agreement have been satisfied);
- B. Availability and access to affected replacement utility property interests or public right-of-way have been obtained.
- C. If any part of the construction work for the utility adjustment shall affect the project right-of-way, then approvals from the KYTC shall be received.
- D. The review and comment process has been completed and required approvals have been obtained for the Encroachment Permit covering the utility adjustment.
- E. All governmental and permitting approvals necessary for the utility adjustment construction have been obtained, and any pre-construction requirements contained in those approvals have been satisfied.
- F. The DBT has verified that all utility adjustments address the project needs and are not in conflict with one another.
- G. The DBT has conducted a preconstruction joint utility meeting to schedule and plan all utility owner adjustments. KYTC shall be invited to attend this meeting.
- H. All other conditions to that work stated in the RFP have been satisfied.

12.4.3 Standard of Care Regarding Utilities

The DBT shall carefully and skillfully carry out all work impacting utilities and shall mark, support, secure, exercise care, and otherwise act to avoid damage to utilities. At the completion of the work, the condition of all utilities shall be equivalent to their use and function prior to construction.

12.4.4 Emergency Procedures

The DBT shall provide emergency procedures with respect to utility adjustment work. The DBT shall obtain emergency contact information from, and establish emergency procedures with, each utility owner.

12.4.5 Utility Adjustment Field Modifications

The DBT shall establish a procedure to be followed if a utility adjustment field modification is proposed by either the DBT or a utility owner, after the utility

agreement (which includes the utility adjustment plans) has been approved. The procedure shall contain, at minimum, the following processes:

- A. The utility owner's review and approval of a utility adjustment field modification proposed by the DBT, or the DBT's review and approval of a utility adjustment field modification proposed by the Utility Owner.
- B. Submittal of plans for the proposed utility adjustment field modification to KYTC for its approval.
- C. Transmittal of utility adjustment field modifications to the appropriate construction field personnel.
- D. Inclusion of any utility adjustment field modifications in the record drawings for the Project.

The DBT shall cause the procedure to be followed for all utility adjustment field modifications, whether the construction is performed by the DBT or by the utility owner.

12.4.6 Switchover to New Facilities

After a newly adjusted utility has been accepted by the utility owner and is otherwise ready to be placed in service, the DBT shall coordinate with the utility owner regarding the procedure and timing for placing the newly adjusted utility into service and terminating service at the utility being replaced.

12.4.7 Record Drawings

The DBT shall provide record drawings to each utility owner for utilities adjusted by the DBT, in accordance with the applicable utility agreement(s).

The DBT shall provide As-Built Record Drawings to KYTC (regardless of whether design and/or construction of the subject utilities was furnished or performed by the DBT or by the utility owner). These drawings shall show the location of, and label as such, all abandoned utilities and shall show and label all other utilities, whether remaining in place or relocated, located within the project right-of-way, or otherwise impacted by the project. The DBT shall provide the record drawings for each adjustment to KYTC not later than 90 days after the utility owner accepts the adjustment.

12.4.8 Maintenance of Utility Service

All utilities shall remain fully operational during all phases of construction, except as specifically allowed and approved in writing by the utility owner. The DBT shall schedule utility adjustment work in order to minimize any interruption of service, while at the same time meeting the project schedule and taking into consideration seasonal demands.

12.4.9 Traffic Control

The DBT shall be responsible for the coordination of all traffic control made necessary by the utility adjustment work, whether performed by the DBT or by the utility owner. Traffic control for utility adjustments shall be coordinated

with, and subject to approval by, the local agency(ies) with jurisdiction. Traffic control shall comply with the guidelines of the MUTCD and of Section 14 (Maintenance of Traffic) of this RFP document. Delegation of responsibilities regarding who performs the traffic control operations during the utility adjustment work shall be included in the utility agreement.

12.4.10 Unknown Utilities

If during construction, the DBT uncovers a utility facility that the respective utility company did not know existed, the DBT is to bring this to KYTC's attention immediately. KYTC will review the situation with the respective utility company and the DBT to determine the best course of action to minimize impacts to the utility facility and the project schedule. If it is determined by KYTC that establishing the presence of the unknown utility was not possible by the DBT during the procurement phase, KYTC will consider this a changed condition and work with the DBT and the utility company to make the appropriate adjustments for cost as part of a change order. The project schedule shall only be revised if it can be demonstrated to the satisfaction of the KYTC that the unknown utility conflict has materially affected the critical path for the project.

12.5 DELIVERABLES

The DBT shall provide all submittals described in this section to meet the project schedule, taking into account KYTC-designated review and response time. For this Project, KYTC requires 10 business days for review, comment, or approval of Encroachment Permits, provided that all required documentation is included with the Encroachment Permit submittal. At the sole discretion of KYTC, if it is determined that additional information is required in order to review and process the Encroachment Permit for approval, the DBT shall revise the encroachment permit application to include the required revisions or missing information as identified by KYTC, and said agency shall have 10 business days from the date of re-submittal for review and comment.

12.5.1 DBT's Utility Tracking Report and Project Coordination Requirements

The DBT shall maintain a utility tracking report in tabular form, listing all utilities located within the project right-of-way or otherwise potentially affected by the project. The utility tracking report shall include sufficient information regarding all factors needed to reasonably determine the status of each utility to be relocated as part of the project. The DBT shall submit the utility tracking report to KYTC and update it monthly. The DBT shall facilitate, at a minimum, quarterly utility company status meetings to discuss any project issues and to update KYTC on the progress being made on the project.

12.5.2 Utility Companies Contacts

See Appendix E

13. DESIGN AND CONSTRUCTION REQUIREMENTS: MAINTENANCE OF TRAFFIC (MOT)

Maintenance of Traffic (MOT) Special Provisions in addition to the Governing Regulations listed in Section 8.1 of this document: The DBT shall submit an approach for MOT for the project that incorporates the elements listed as well as propose any innovative ideas that may expedite the work. A Traffic Management Plan shall need to be submitted and approved.

13.1 General: All temporary MOT devices shall comply with the National Cooperative Highway Research Program (NCHRP) 350 Hardware report.

13.2 MOT Restrictions:

All maintenance of traffic procedures shall be in accordance with MUTCD. No lane closures shall be allowed during the observance of all National Holidays identified in Section 101 of the Standard Specifications. Under special circumstances, KYTC reserves the right to restrict the use of lane closures due to unforeseen special events. In principle, the DBT shall maintain the current lane configuration (or better), for the life of the project including access to all adjoining properties. Suggestions for additional working hours may be proposed by the DBT to KYTC as a part of the DBT project proposal. Construction operations using shoulder closures may be allowed during all daylight hours (except holidays) provided any resulting temporary drop-off conditions and signing requirements are adequately addressed. In general, any drop-off condition 4" or less shall be protected by barrels or delineators spaced every 40 feet. Drop-offs greater than 4" shall be wedged with DGA or other suitable materials on a 3:1 or greater slope in conjunction with barrels spaced every 40 feet. If a positive separation of 8 feet desirable (5 feet minimum if approved by the Engineer) or greater may be achieved between traffic and the drop-off, no wedging shall be required. Temporary drop-offs during working hours that construction operations are taking place should be kept to a minimum. Drop-offs greater than 4", resulting from excavations directly adjacent to traffic (with no positive separation), shall be limited to 500 feet in length. The intent of this requirement is to keep the temporary "wedging operation" in close proximity to the work to promote safety for the motorist.

The DBT shall submit the MOT plan to KYTC for approval. The KYTC will approve or provide comments within 14 calendar days. Selection and award of project to DBT does not imply acceptance of MOT plan.

14. DESIGN AND CONSTRUCTION REQUIREMENTS: LOCATION & DESIGN

Location & Design Special Provisions in addition to the Governing Regulations listed in Section 8.1 of this document.

14.1 Survey:

All project survey requirements shall be in accordance with Section 300 of the KYTC Design Manual. Placement of proposed Right of Way monuments, in accordance with KYTC standards, shall be required on this project. Placement of all proposed Right of Way monuments shall be performed by a Registered Surveyor, with a current registration, recognized by the Kentucky State Board of Registration for Professional Engineers and Surveyors. Costs associated for this item shall be borne by the DBT.

The DBT shall provide the following items prior to final acceptance of the As-Built Plans:

- a. Listing of all new monumentation, set, (horizontal and vertical) plotted on the As-Built Plans.
- b. Copies of all Deeds, Plats, Maps and other written evidence used to establish points related to the project including summaries of all parole evidence acquired as a part of the survey operation.

14.2 Functional Classification of Roadway: Rural Collector

14.3 Design Speed: 45 mph (KY 251) , 55 MPH (KY 434)

14.4 Pavement: See Appendix A for thickness details

Material Transfer Vehicle Required: Yes No

Asphalt Pavement Ride Quality Required: Yes No
The ride quality shall be Category A

14.5 Typical Section: See Appendix B

14.6 Drainage Folder Required: Yes No

14.7 Design Exceptions:

Previously approved Design Exceptions: None

The DBT shall advise of any proposed design features that do not meet the minimum design criteria. Due to the sensitive nature of the approval process for a Design Exception, it is a requirement that all design exceptions be submitted for consideration by the KYTC in writing no less than 14 days prior to submittal of the technical proposal. A detailed explanation of the justification for this exception shall be provided with this request. All DBTs shall be made aware of the request as well as approval or disapproval in writing. KYTC does not intend to approve design exceptions after the contract is awarded unless extreme and unforeseen circumstances may be demonstrated. The safety of the traveling public shall not be compromised by a design exception.

The following items need to be individually discussed for any requested design exception:

- A. Amount and character of traffic
- B. Type of project (e.g. new construction, 3R)
- C. Accident history relevant to the exception request
- D. Specific information pertinent to the type of exception being requested (i.e. deferral of bridge widening requests should address structural and function adequacy of existing bridge and project a future time for widening and etc.)
- E. Underlying reason for requesting exception
- F. Effect, if any, exception shall have on other standards (i.e. design speed exception would affect requirements for grade, curvature, sight distance, etc.)
- G. Effect of the exception on the safety and operation of the facility

- H. Cost of attaining full standards (phrases such as obtaining the standard would be too “costly” or beyond the scope of the project are of little value in making a decision)
- I. Future improvements and their relation to the requested exception
- J. Any features which would tend to mitigate the deviation

14.8 Fuel and Asphalt Adjustments:

Fuel and asphalt price adjustments, as detailed in the standard specifications, shall be applicable for this project. Price adjustments are based on actual quantities placed per day rather than estimated values. The base “index” values used to determine price adjustments shall be based on the KAPI and OPIS values for the month the price proposals are submitted to KYTC.

14.9 Fencing: Yes _____ No X

The DBT shall be responsible for removing all existing Right of Way fence along this corridor.

14.10 Additional Description of Required Work and Special Provisions

All areas disturbed along residential properties shall be restored using seeding and protection. Approach roads and commercial entrances may require reconstruction. As a part of this reconstruction, existing widths and profile grades shall be maintained or improved upon. This may require work off the existing Right of Way and in accordance with Section 12 of this document.

15. DESIGN AND CONSTRUCTION REQUIREMENTS: STRUCTURES

15.1 Structure Design / Advance Situation Folder

The DBT shall have a consultant DBT member pre-qualified in Structure Design, Bridges under 500 feet. The DBT shall be responsible for preparing any structure plans required. The structure plans shall be developed in accordance with Division of Structure Design Guidance Manual (<http://transportation.ky.gov/bridges/GuidanceManual.htm>). Review times shown in the Guidance Manual shall begin when a submittal is received. Submittals required shall be Advance Situation Folder, Stage 1 Preliminary Plans, Stage 2 Preliminary Plans, Stage 1 Final Plans and Stage 2 Final Plans. The structure plans shall be signed and sealed by a Licensed Professional Engineer. Structure may be submitted individually. The Division of Structural Design shall provide drawing numbers for each structure. The DBT shall present electronic copies in pdf format of plans and calculations for all submittals to the Division of Structural Design. This shall be in addition to any required hard copies.

15.2 Existing Structures Identification and Data

Plans are available for the existing structures and on the established ftp site at:

<http://ftp.ky.gov>

login: kytc-transportation

password: bigfiles

Located in KYTCFTP folder:

Geotechnical Reports:

See 04-153.01, Geotech Reports Folder

The DBT should field verify all pertinent information needed to facilitate the design and construction.

15.3 Design and Construction Requirements of Structure

All design and structure construction shall be in compliance with all applicable AASHTO design criteria as well as current KYTC standards.

All Shop Drawings shall be approved by DBT. PDF copies shall be provided to the Division of Structural Design

15.4 Foundation Investigation and Geotechnical Investigations

All geotechnical information needed by the DBT for foundation investigation and all geotechnical investigations necessary to prepare the DBT's technical and price proposal shall be the responsibility of the DBT. The subsequent reports shall be submitted for review and approval by KYTC Geotechnical Branch. Please allow 14 calendar days for this review. Existing Geotechnical Information is for information purposes only.

15.5 Geotechnical, Foundations, Slopes and Walls

All geotechnical information needed by the DBT for roadway and foundation investigation and all geotechnical investigations necessary to prepare the DBT's bid shall be the responsibility of the DBT. The subsequent reports shall be submitted for review and approval by the Cabinet's Geotechnical Branch. Please allow 14 calendar days per submittal for this review.

1. The DBT's Geotechnical engineering firm shall be prequalified for Geotechnical engineering work (Engineering, Laboratory Testing and Drilling) in Kentucky.
2. Design shall be in accordance with AASHTO LRFD Bridge Design Specifications, latest edition, except where overridden by state design standards. All design shall use LRFD methods except where such methods are not provided for in the AASHTO design manual, or these requirements. Where state standards recommend ASD design methods, equivalent LRFD methods shall be used. Specific approval to use non LRFD methods is required
3. All geotechnical design and geotechnical explorations performed by the DBT shall be completed and submitted to KYTC in accordance with the latest copy of the KYTC Geotechnical Guidance Manual. The design shall be in accordance with the Guidance Manual except where overridden by these requirements. Meetings and submittals shall be in accordance with the Geotechnical Manual.

The DBT shall produce and submit a Foundation Analysis and Design Report for each structure and a Geotechnical Engineering Roadway Report for slopes and subgrade design. These reports shall include all engineering analyses and design recommendations.

4. If the DBT determines subsurface explorations are necessary to properly design and construct the work in accordance with KYTC requirements, the DBT shall perform the subsurface explorations and analysis at its own expense. The DBT shall selectively locate subsurface explorations on the basis of field observations, and design considerations. Location of explorations shall be as topography, site conditions, soil conditions, and design factors dictate.

The DBT shall provide all subsurface exploration plans and explorations to KYTC in accordance with the KYTC Geotechnical Manual.

5. Foundations for structures shall be designed in accordance with the KYTC Geotechnical Guidance Manual, KYTC Structural Guidance Manual, AASHTO LRFD Bridge Design Specifications, and with applicable Special Notes located in the Appendix to this Project Scope document.
6. The DBT shall design retaining walls in accordance with the KYTC Geotechnical Guidance Manual, KYTC Structural Design Guidance Manual, AASHTO LRFD Bridge Design Specifications, and with applicable Special Notes located in the appendix.
 - The DBT shall design foundations for gravity retaining walls in accordance with the KYTC Geotechnical Manual. The gravity walls shall be constructed in accordance with KYTC Standard Drawing RGX-002. The geometry of the gravity walls may vary from the Standard Drawing only if approved by the Department.
 - Gabion basket retaining walls shall not be permitted for permanent construction.
 - Metal “Bin” type retaining walls shall not be permitted for permanent construction.
 - Only preapproved Mechanically Stabilized Earth (MSE) wall systems shall be used on this Project. See the Special Note for MSE retaining walls located in the Appendix L for preapproved systems. Only inextensible reinforcement shall be allowed.
7. Reinforced soil slopes shall not be designed at a slope ratio steeper than one (1) Horizontal to one (1) Vertical. Reinforced soil slopes shall be designed in accordance with design procedures presented in the latest version of Publication No. FHWA NHI-00-043, “Mechanically Stabilized Earth Walls and Reinforced Soil Slopes.”
8. The DBT shall be responsible for analysis and design of soil slopes. Slopes steeper than two to one (2H:1V) shall be reinforced. Slopes two to one (2H:1V) or flatter may require reinforcement or other remediation measures depending on soil conditions.
 - Where embankment settlement is anticipated to exceed 3 inches in total settlement, the DBT shall submit an instrumentation plan for review to monitor settlement and determine when the pavement section can be placed.
 - All geotechnical instrumentation shall be left in place for future readings after the project has been completed. Instrumentation destroyed by the DBT shall be replaced at the DBT’s expense.

- Shale cannot be used in the upper two feet of the subgrade.
- If shale that has a possibility of being acidic producing is used on the project, testing shall be required to determine the acidic producing potential. Acidic producing shale cannot be left exposed. The acidic producing shale shall be encased with a minimum 2.5-foot layer of compacted clay soil. A minimum of 4 feet of clay shall be required on top of the embankment to control the corrosion of guardrail and/or sign post, etc. from the acidic shale. Sulfate resistant cement (ASTM C-150 Type II) shall be used for subsurface structures such as pipes, culverts, bridges, etc.
- The subgrade should be constructed in accordance with the pavement design specifications. For a chemically stabilized subgrade a minimum preliminary CBR design value of 3.0 (**CBR valued will be decided after soil testing is complete**) is recommended for the soil beneath the chemically stabilized subgrade. Chemical treatment for the top 8 inches of subgrade is recommended (**Stockpiling of soil may be required**). The appropriate chemical for treating the soil types encountered on this project **shall be determined after soil testing is complete**. It is suggested that 6 percent, by dry mass, be utilized to determine plan quantities, using an average dry density **to be determined after soil testing is complete**. The chemical shall be applied in accordance with Section 208 of the current edition of Standard Specifications for Road and Bridge Construction. Where chemical stabilization is not feasible (cross over's, tie-in's, etc...) a minimum of 1 foot of Kentucky Coarse #2's, 3's or 23's shall be used. The granular material shall be wrapped with Geotextile Type IV fabric
- All open sinkholes and/or solution cavities within the limits of construction, whether shown on the plans or not, **that are not used for drainage purposes**, shall be filled and/or capped in accordance with Section 215 of the Standard Specifications for Road and Bridge Construction, current edition. The Sepia Drawing "Treatment of Open Sinkholes" provides guidance on capping sinkholes, and shall be included in the plans. Specific sinkholes needing this treatment shall be investigated during drilling as outlined in the geotechnical manual, and shall be listed in the geotechnical notes.
- Sinkholes/solution features, **which will be used for drainage purposes**, shall have mitigation procedures shown on the plans. Special care shall be exercised during construction to prevent siltation of the sinkholes. Specific sinkholes needing this treatment shall be investigated during drilling as outlined in the geotechnical manual, and shall be listed in the geotechnical notes.

- All Sinkholes identified by the Project Design Team and any required mitigation will be shown on the plans. Any sinkholes, whether depicted on the plans or not, that are located within 100 feet of the proposed right-of-way, and are to be used for drainage purposes, shall be cleaned just prior to final dressing, as directed by the Engineer. Sinkholes located over 100 feet from the proposed right-of-way that are used for drainage purposes will be reviewed by the Project Design Team to determine if mitigation will be required. Mitigation shall consist of the use of permanent Erosion Control Devices such as silt checks, silt traps, sedimentation basins, etc., to filter the water runoff from the highway before it enters the sinkhole. Special care shall be exercised during construction to prevent siltation of any sinkhole, especially those which are to be used for drainage purposes.
- Where a sinkhole is to be used for drainage purposes, the designer shall provide appropriate mitigation measures as outlined in section “Drainage to Significant Resources” in the Drainage Manual. This may include the use of vegetated channels, grass-lined swales, interceptor ditches, containment basins, etc. as designated in the Manual.
- The appropriate design details for controlling the water flow will be determined by the designer and specified in the plans for the sinkholes identified during the design phase of this project. The water quality mitigation must occur prior to entering a blue line stream.
- Any ponds located within project limits shall be drained and mucked out a minimum of 3 feet. This material shall just be limited to final dressing of slopes.
- Some areas of deep organic soils may be encountered. The organic material shall be removed. This material shall just be limited to final dressing of slopes.
- If springs are encountered during construction proper mitigation procedures shall be followed to allow for positive drainage.
- Working platforms for Embankment or subgrade construction, consisting of limestone, may be needed in some areas. The granular material shall be wrapped with Geotextile Fabric Type IV.
- Foundation embankment benches and longitudinal perforated pipe underdrains shall be constructed in accordance with Standard Drawings RGX-010 and RDP-006. If stability is a concern the benches shall be constructed one at a time beginning with the lowest bench. Each bench shall be backfilled prior to excavation of the next bench. This procedure shall be followed to help maintain stability of the existing slopes in these areas.

9. Excavation support methods may be required. A dewatering method may be needed in some areas. The DBT shall be responsible for the stability of any excavations or temporary cuts. Protection of adjacent structures and utilities is the responsibility of the DBT. The DBT shall be responsible for any damage to the existing infrastructure. Any damage shall be repaired immediately.

16. DESIGN & CONSTRUCTION REQUIREMENTS: PERMANENT TRAFFIC CONTROL

16.1 Pavement Markings and Delineators Special Provisions in addition to the Governing Regulations listed in Section 8.1 of this document:

A. Pavement Markings: Yes X No _____

The DBT shall provide all pavement striping, intersection markings, and lane markings in accordance with the MUTCD and applicable KYTC Standards. The DBT shall provide striping plans no later than the final plan submittal stage for review and approval by KYTC.

B. Raised Pavement Markers: Yes _____ No X

16.2 Signing Special Provisions in addition to the Governing Regulations listed in Section 8.1 of this document: All temporary signing shall be provided by the DBT for this project. The DBT shall provide permanent sign plans at the joint inspection stage for information only. KYTC will install the permanent signage.

17. SELECTION CRITERIA

The DBT shall be required to provide the KYTC two separate submittals for the project. The first submittal shall be a technical proposal and the second submittal shall be a price proposal. The Scoring Committee will evaluate the technical proposal and provide a score to the awards committee. The price proposal shall be submitted after the scoring committee has completed scoring the proposals and the awards committee will establish an overall score. The KYTC's Project Awards Committee will select the winning Design Building Team for this project and the award will be made accordingly. The bids will be opened on November 13, 2015 and the award will be made by December 1, 2015.

17.1 Technical Proposal (50 Points)

A. Schedule / Capacity (20 Points)

The DBT shall establish a substantial completion date for the project which shall be no later than November 1, 2018. Early substantial completion date of the project is preferred and liquidated damages shall apply on the date submitted by the contractor as part of his submittal. If the project is not completed by DBT's designated date, liquidated damages per Section 108.09 of the Standard Specifications shall be applied for each calendar day including weekends and holidays. Contrary to current specifications, liquidated damages, in the amount of \$5,000.00/per day shall be assessed through the winter months and during any times when a work item cannot be pursued due to seasonal limitations.

The Scoring Committee will evaluate the ability of the DBT to complete the project based on the following:

- **Proposed Schedule (15 points)** (see Section 8.1) submission shall include a CPM schedule to clearly demonstrate the DBT approach with the following specific dates (at a minimum):

Phase II

- 1) Right-of-Way Plans Submittal
 - 2) Right-of-Way Information Meeting
 - 3) Final Plans-in-Hand and Drainage Inspection Date:
 - 4) Maintenance of Traffic Plan Submittal Date:
 - 5) Submittal of Review Plans Date:
 - 6) Final Plan Submittal Date (see also “Buildable Units” Section 19):
 - 7) Construction Start Date:
 - 8) Substantial Completion Date:
- **Capacity (5 Points)** Current projects and availability of DBT members (Switching of DBT members after the award of this project shall only be allowed upon written approval by the KYTC.)

B. Innovation / Project Management (30 Points)

This section shall contain information about the DBT’s proposal for completing the project. The Scoring Committee will evaluate based on the following:

- Design Quality & Qualification
- Innovative Construction Proposal
- Project Management & Coordination

17.2 Evaluation of Mandatory Requirements

The Scoring Committee members shall evaluate and score the technical proposal. This evaluation shall be based on the information contained in the DBT’s technical proposal concerning the DBT’s Schedule/Capacity and Innovative/Project Management Ideas.

17.3 Price Proposal (50 points)

Price Proposals are qualified based on sections 6.11, 8.1 and 8.2 and evaluated on the basis of Section 17.4:

- Price Proposal (Lump Sum Bid) 50 points

17.4 Value Based Formula Used for Selection

Scoring of the Technical Proposal and Price Proposal plan shall be combined using a normalized weighted formula as follows:

$$SB = 100 [0.40 (TB/TH) + 0.60 (PL/PB)]$$

Where

- PB = DBT’s Price Proposal
- PL = Lowest Price Proposal (all DBTs)
- TB = DBT’s Technical Proposal Score
- TH = Highest Technical Proposal Score (all DBTs)

The DBT’s Overall Score (SB) shall be rounded to a tenth of a point. Rounding of Scores to the nearest tenth of a point shall be accomplished by the round-up method: e.g., 75.45, 75.46, 75.47, 75.48, and 75.49 would be rounded up to 75.5; and 75.41, 75.42, 75.43, and 75.44 shall be rounded to 75.4. The DBT with the highest overall score shall be recommended to the KYTC Awards Committee for Contract Award. In the event that two or more DBTs achieve the same rounded final score (SB), the "tied" DBT with the lowest Price Proposal (PB) shall be recommended to the KYTC Awards Committee for Contract

Award. The KYTC Awards Committee has final authority to determine the best interests of the KYTC in awarding (or not awarding) the Contract.

18. PLAN SUBMITTALS AND REVIEW REQUIREMENTS

- 18.1 Quality Control:** The DBT, upon selection by the Awards Committee, shall be responsible for the professional quality, technical accuracy and adherence to the Governing Regulations listed in section 8.1 of this document, for all plan submittals required under this contract.

The DBT shall immediately notify the Department of any apparent discrepancy between the various design and construction manuals and the Conceptual Documents.

Unless stated otherwise, review comments do not revise the scope or intent of the project and do not constitute a request for changes beyond the current contracted Scope of Services

In the event the Department determines that any required submission is incomplete, contains inaccuracies which preclude a meaningful review, or does not adhere to the Governing Regulations listed in section 8.1 of this document, the Department will advise the DBT of the shortcomings and direct the DBT to revise and resubmit the plan. No time extension shall be granted as a result of such action. The Department will schedule a review meeting or issue review comments as appropriate.

In the event the DBT believes that any review comment, or orders issued by the Department, require a change to the scope of the agreed work, the DBT shall first contact the Department for clarification and shall, within 10 days of receipt of the comments or orders, provide written notice to the District Project Manager and Project Engineer concerning the reasons why the DBT believes the scope has been changed.

- 18.2 Major Design Decision:** Separate submittals for concurrence with major design decisions are required. Major design decisions involve significant utility relocation, unforeseen acquisition of ROW, traffic operation or geometric decisions that involve two or more viable solutions, and any other decision that impacts the public, operation of the facility or future maintenance.

When the DBT becomes aware of additional decisions during the course of the design, they shall advise KYTC's Project Manager in writing.

- 18.3 Final Plans In Hand Review Submission:** For each Buildable Unit the Consultant shall submit Final Plans In Hand detailed design plans as per the KYTC Design Manual for review. All submissions shall be shown on the required Progress Schedule. The Department shall have 14 calendar days from receipt to review complete submissions. This review time shall be shown on the required Progress Schedule. Following the review, the Department will return to the DBT marked plans noted 'ACCEPTED', 'ACCEPTED AS NOTED' or 'NOT ACCEPTED'. The DBT shall correct errors,

incorporate changes, perform investigations and make related changes to the plans and supporting documents prior to submitting construction plans.

Plan Review Distribution Table: The DBT shall supply half size (11”x17”) paper prints simultaneously to the parties indicated below along with an electronic pdf version. Each affected utility company shall receive one full size (22”x34”) plans:

	Number of half size sets
KYTC District Office with PDFs on CDs	4
KYTC Central Office	3

18.4 Construction Plans: After the review comments for the final plan review submission have been complied with, and following approval of the design documentation, the DBT shall prepare plan sets for use during construction. All review comments shall be resolved in writing by the DBT to satisfaction of the Department before DBT submits the construction plans. Each plan sheet shall have its last revised date noted on the sheet and clearly marked ‘Approved For Construction’. Physical construction shall not begin until the plans marked ‘Approved For Construction’ (by the Project Manager) are delivered to each party on the Plan Distribution Table below. KYTC will comment on these plans within 14 working days of their submission by the Project Manager. No time extensions will be approved by the Project Manager if the plan distribution is not completed and project delays occur as a result.

Plans Distribution Table: The DBT shall supply full size (22”x35”) and/or half size (11”x17”) paper prints and electronic pdf version of each plan submission simultaneously to the parties indicated below:

	Number of full size sets	Number of half size sets
KYTC District Office	4	4
KYTC Central Office		3

19. BUILDABLE UNITS (BU)

Definition: Buildable Units are portions of the projects which may be designed, reviewed and built with only limited controls and assumptions coming from the design of other portions of the project. Often a Buildable Unit will be defined by a geographic area within the plan, but it may also be defined by types of work or construction stages which may require or permit similar, nearby work to be divided into separate Buildable Units. All Buildable Units shall summarize the materials required to construct that portion of the project. The summary shall include the Construction and Material Specifications Item Number, and a description of the materials to be used.

General: The DBT may break the project work into two or more separate BU which may be progressed through design and construction with minimal or known effect on each other and/or which may be dealt with sequentially such that sufficient data is available for design and review of each BU. In order that the design and construction of one BU may proceed without significant approved information from an associated BU, the DBT may develop and propose assumptions which will allow for the first BU to proceed through design and/or construction. These

assumptions shall be submitted for review and comment but their accuracy and effort upon the final design are the sole responsibility of the DBT. Should error in these assumptions result in additional work, remedial work or other changes to assume an acceptable design or should they result in the need to remove work and substitute additional work, the DBT shall be responsible for all such costs including, removal of unacceptable materials from the site, modification, additional work, repairs, etc. as necessary to produce an acceptable result.

If the DBT elects to develop Buildable Units, The DBT shall prepare, for review by the Department, a table of Buildable Units for the project with each BU described in detail. This table of Buildable Units will be approved or comments given within 14 calendar days after the submission. If the table is approved, the DBT shall modify the Progress Schedule to show a separate group of activities for BU and these activities shall encompass all of the design and construction work in each BU. Work activities shall be further separated in the Progress Schedule to show a meaningful completion status (i.e. separate activities comprising the placement of a bridge deck on steel beams shall describe; shoring, form building, steel placement, placement of conduit & joints, pouring concrete, forming parapets, pouring or slip forming parapets, provision of membranes, provision of wearing surfaces, curing, repair, form removal, cleaning, etc.)

The Final Review Submission and construction plans shall specifically be identified by the Buildable Unit code. If the design of a BU requires input information from an adjacent or related BU, the source for that information in previously approved plans shall be cited or the DBT shall provide an estimated value of the data. The input data shall also be carefully identified. In the same way any assumption, calculations or results from the stage and BU which are used as input to another BU to verify previous assumptions. Should assumptions not match values calculated later, the DBT shall re-analyze all affected components and determine appropriate changes. Should those elements have already been constructed, the DBT shall recommend repairs, adjustments, modifications or replacement of the existing work as necessary to comply with the Scope of Work. All costs for re-design, re-submission, modifications, removals, disposal of materials and new work needed to remedy the project and bring it to compliance shall be borne by the DBT and no time extensions shall be approved for this.

INDEX OF ATTACHMENTS

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