



**Matthew G. Bevin**  
Governor

**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
Frankfort, Kentucky 40622  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

**Greg Thomas**  
Secretary

September 30, 2019

CONTRACT ID NO. 19-9002  
ADDENDUM #5

Subject: Boone County

(1) Instructions to Proposers: Replace Pages 2, 21, 25, 31, 54, 62, 68, 77, 82, 83

(2) Plan Set:

In the 6-14 plan set - Replace utility duct plans with page #'s U2, U3, U11

In the 6-14 plan set - Replace water line relocation plans with page #'s U12, U23,  
U24, U26, U27, U28, U29, U43, U44, U45, U47

In the 6-18 plan set - Replace railroad plan pages TR21, TR22

(3) Appendices:

Replace Appendix A3

Replace Appendix B1

In Appendix B2 - Replace NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (Executive Order 11246)

In Appendix B2 - Replace Wage Rates KY190039 02/01/2019 KY39

Replace entire Appendix G

In Appendix I1 - Replace Special Note Summary

In Appendix I3 - Delete Special Note for Building Removal

In Appendix I3 - Add 2 Special Notes

Delete Appendix H5 (Items are included in H3 and H4)

Proposal revisions are available at

<http://transportation.ky.gov/Construction-Procurement/Pages/Design-Build-Projects.aspx>.

If you have any questions, please contact us at 502-564-3500.

Sincerely,

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

RM:mr  
Enclosures



An Equal Opportunity Employer M/F/D

## 1. **PROJECT IDENTIFICATION**

**Contract No.** 19-9002

**State Project Nos.** FD52 008 075 175-176  
FD52 008 075 177-179  
FD52 008 075 169-178

**County:** Boone

**Routes:** KY 338, KY 536, I-75

**Local Route Names:** Richwood Road, Mt. Zion Road

### 1.1 **PROJECT SCHEDULE**

The submittal process shall involve a 3-step process (Statements of Qualifications, Technical Proposal, and Price Proposal). Below is a schedule of dates for the submittal:

<b>Date</b>	<b>Submittal</b>
Early May 2019	Advertisement
May 17, 2019	Pre-Proposal Meeting (Mandatory)
May 31, 2019	Statements of Qualifications Due
June 14, 2019	Short-list
June 19, 2019 thru September 6, 2019	Alternate Technical Concept Process
September 13, 2019	Alternate Technical Concept Approvals
October 4, 2019	Technical Proposals Due
October 18, 2019	Price Proposals Due
By October 31, 2019	Project Award
November 1, 2022	Project Completion Date

### 1.2 **PROJECT-RELATED INFORMATION**

The following information is available for review and use by the Design-Build Team (DBT) in the online archive at the following location:

<https://transportation.ky.gov/Construction-Procurement/Pages/Design-Build-Projects.aspx>

- A. Project Map and KMZ's (KY 338, KY 536 and I-75)

The following information is available for review and use by the Design-Build Team (DBT) at the Pre-Proposal Meeting:

#### **6-18: KY 338 Richwood Road Interchange**

- A. Advanced Construction Plans including Roadway, Structures, MOT, Traffic, and Utilities included in contract, and utility reference plans. Final stamped plans will be available on **July 15, 2019.**
- B. Preliminary Railroad Plans
- C. Drainage Folders

Procurement, unless the DBT has submitted the form within 12 months preceding the date of the Award.

Further conditions regarding the Equal Employment Opportunity act are outlined in Appendix B.

#### **5.14 EMPLOYMENT WAGE, RECORD, AND INSURANCE REQUIREMENTS**

See **Appendix B** 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.

#### **5.15 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 cancellation of the contract and disqualification of the contractor from eligibility for future state contracts for two years.

DBT shall identify one of the following in its Price Proposal submitted on October 18, 2019:

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

#### **5.16 FHWA 1273**

This Highway Improvement Project shall be under the laws and regulations of the Commonwealth. This project is a Federal-aid highway contract and all federal laws and regulations, including FHWA-1273 and Civil Rights.

WHEREAS, the DBT shall outline, undertake and complete the work as described in the Contract Documents in a manner consistent with FHWA Form 1273 (**Appendix B** of this Advertisement) and all applicable State and Federal laws and regulations.

(See Section 14.2 for correlation of Completion Date and Price Proposal). If the project is not completed by the completion date identified in the DBT's proposal, per Section 108.09 of the Standard Specifications, liquidated damages shall be applied for each calendar day including weekends and holidays. Contrary to current specifications, the liquidated damage rate shall be \$15,000.00 per day, and will be assessed through the winter months and during any times when a work item cannot be pursued due to seasonal limitations.

## **6.1 ALTERNATE TECHNICAL CONCEPT (ATC)**

### **6.1.1 DEFINITION**

An Alternative Technical Concept (ATC) is a change to the Project Scope that provides a solution that is equal to or better than the required scope as determined by KYTC. The ATC process allows for innovation, increased flexibility, time reductions, and cost savings to deliver the best value for the public. Where the Contract Documents reference specific patented, proprietary material; or semi-finished or finished article, product, or item for incorporation into the work, the DBT may submit an ATC for approval of an alternative material, article, product, or item that meets or exceeds the requirements and intent of the Contract work, provided that the material, article, product, or item is equal or better in quality, performance, and function, based upon documented engineering analysis. ATCs are not intended to replace pre-bid questions.

### **6.1.2 SUBMISSION REQUIREMENTS**

DBTs may submit ATC documents for consideration by the KYTC beginning June 19, 2019. KYTC will review all ATCs through **September 6, 2019**. Each ATC may include multiple issues to be considered by KYTC. The DBTs shall clearly identify each individual portion of the ATC proposal that is a proposed change to the Project Scope.

A DBT shall submit one (1) unbound version of the ATC, and one (1) CD/DVD or one (1) USB "thumb" drive containing two (2) electronic files of the ATC as follows:

- A. One (1) electronic searchable single file PDF which does not restrict printing or copying text, images, and other content.
- B. One (1) electronic password protected single file PDF which restricts copying of text, images, and other content.

Alternate Technical Concepts shall be received no later than 4:00 p.m., Eastern Time, on September 4, 2019. The KYTC shall reject any proposal received after aforementioned date and time and return it unopened to the DBT. In order to be considered, the original ATC shall be signed in blue ink by an authorized representative of the DBT.

The submittal shall either be mailed or hand delivered to:

Rachel Mills, PE, Director  
Division of Construction Procurement  
200 Mero Street  
Frankfort, KY 40622

- D. Traffic Signals
- E. Signing
- F. Lighting
- G. Railroad Construction/Coordination (KY 338 only)
- H. Structures

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 shall be used as the Demobilization cost for this project.

**In addition, the successful DBT shall be required to furnish the KYTC with a Schedule of Values showing a complete breakdown of the individual project lump sum bid items established for this project to Rachel Mills by 2:00 PM on 10/23/19.** In order to document how the lump sum bid price was determined, the DBT shall supply, using standard KYTC bid item codes whenever possible, all work items, 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 all 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 Schedule of Values shall be developed using the current version of Estimator software by Info Tech Inc., Gainesville, FL, 32608, or an equivalent program approved by the Engineer. The DBT shall provide any necessary training and license needed for KYTC to use the software. Submit the Estimator file in the Version required by KYTC. The successful DBT shall be required to update the schedule of values when final designs, or portions of the design, are approved.

The advance construction plans, and later provided stamped engineering plans, will include summaries that demonstrate quantities for individual items. In no instance shall these quantities be considered the final quantities to be used nor should they be considered the only items required to construct the project. The DBT shall draw their own conclusions to determine the items and quantities necessary to construct the mandatory requirements of the project. Also, special notes required by this ITP may indicate specific items of work and methods of payment; however, the DBT shall include all costs for all items and quantities necessary to construct the mandatory requirements of the project into the “all-inclusive” single lump sum bid item. Change order proposals will not be considered based upon items or quantities indicated in this ITP or any of the items conveyed with this ITP. Change order proposals will only be considered when the KYTC elects to add mandatory requirements that were not previously identified in any of the bidding documents.

### **7.3 BUY AMERICA**

The DBT shall follow the “Buy America” provisions as required by 23 CFR § 635.410. Except as expressly provided herein, all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the

### ***Cost of Reimbursements if DBT proposed an ATC or Changes***

The DBT shall be responsible for all reimbursement costs due to an approved ATC or change to any railroad company that may be affected by the work, for reimbursing all costs that any involved railroad companies incur in adjusting its facilities or operations to accommodate the work in compliance with all applicable laws and regulations.

### ***Design Criteria in Railroad Right-of-Way***

- A. The design of any facilities shall conform to the requirements of the owning and operating railroad specifications and the provisions set forth by the Railroad Agreement.
- B. All railroad tracks and other railroad property must be protected from damage during the work.
- C. All horizontal clearances shall conform to the operating railroad specifications.
- D. All roadway substructure elements within 50 feet 0 inches of the center line of tracks shall be designed per American Association of State Highway and Transportation Officials (AASHTO) LRFD collision load requirements.
- E. No perforated pipe shall be placed beneath any railroad track. This shall supersede any references to perforated pipe installation within the Geotech report and as shown on sheets TR21 and TR22 (Geotechnical notes sheets) of the rail plans.

### ***Monitoring Construction***

The DBT shall provide monthly status reports to KYTC.

## **12.5 CONTACT INFORMATION**

Norfolk-Southern Railroad contact: TBD

## **13. DESIGN AND CONSTRUCTION REQUIREMENTS**

### **13.1 MAINTENANCE OF TRAFFIC (MOT)**

In addition to the Governing Regulations listed in Section 7.1 of this document, the DBT shall submit an approach for MOT for the project that incorporates the work required within this ITP as well as propose any innovative ideas that may expedite the work. A Traffic Management Plan shall need to be submitted and approved (form can be found on the KYTC Highway Design Web Page). The advanced and/or stamped construction plans have maintenance of traffic plans for each component of the project that the DBT may choose to utilize. It shall be the responsibility of the DBT to coordinate the MOT between each component. KYTC will entertain significant changes to the MOT plans through the ATC process as described in Section 6.1. The DBT shall be responsible to undertake minor revisions and adjustments to the provided MOT plans with approval of the KYTC engineer.

#### ***13.1.1 GENERAL***

All MOT procedures shall be in accordance with Manual on Traffic Control Devices (MUTCD) except when the KYTC standard drawings or standard specifications are more restrictive than KYTC documents shall govern. The speed limit on any road within the project be reduced by 10 MPH with approval from the engineer. The DBT will be allowed less restrictive procedures if the advanced and/or stamped construction plans have so indicated. The DBT must maintain access to businesses and provides passage for emergency responders.

#### ***13.1.2 MOT RESTRICTIONS***

No lane closures shall be allowed on I-75, KY 338, KY 536 and US 25 during observance of any National Holidays identified in Section 101 of the Standard Specifications and between the dates of November 1<sup>st</sup> and January 15<sup>th</sup>. Under

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. Structures 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.

#### **13.3.3 DESIGN AND CONSTRUCTION REQUIREMENTS OF STRUCTURES**

All design and structure construction shall be in compliance with all applicable AASHTO design criteria as well as current KYTC standards including Division of Structural Design Transmittal Memorandum 19-03.

All Shop Drawings shall be approved by Engineer of Record (EOR). PDF copies shall be provided to the Division of Structural Design.

#### **13.3.4 FOUNDATION INVESTIGATION AND GEOTECHNICAL INVESTIGATIONS**

All geotechnical information utilized for the design of the roadway, railroad, and structures are included in Appendix H. Any additional information needed by the DBT for foundation investigation and all geotechnical investigations necessary to prepare the DBT's technical and price proposals 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.

#### **13.3.5 GEOTECHNICAL, FOUNDATIONS, SLOPES, AND WALLS**

All geotechnical information and geotechnical reports to date are in Appendix H. Any additional geotechnical information needed by the DBT for roadway and foundation investigation and any 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.

- A. The DBT's Geotechnical engineering firm shall be prequalified for Geotechnical engineering work (Engineering, Laboratory Testing and Drilling) in Kentucky.
- B. 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. In addition, AREMA standards will be used for the railroad bridge design.
- C. 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



and return it unopened to the DBT. In order to be considered, the original Proposal shall be signed in blue ink by an authorized representative of the DBT.

The submittal shall either be mailed or hand-delivered to:

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

The outside cover of the package shall be marked:

Technical Proposal for  
Boone County  
KY 338 Interchange, KY 536 Interchange, and I-75  
Item No. 6-18, 6-14, & 6-20002  
CID No. 19-9002  
Design-Build: FY 2019 Design Build #2

#### ***14.1.1 INCORPORATION OF TECHNICAL PROPOSAL***

All Technical Proposal elements that exceed the requirements of the Bid Documents (i.e., can reasonably be interpreted as offers to provide higher quality items or additional services) shall be incorporated by reference into the awarded DBT's Contract requirements.

#### ***14.1.2 TECHNICAL PROPOSAL EVALUATION***

The Technical Proposal shall be developed using narratives, tables, charts, plots, drawings, and sketches as appropriate. The purpose of the Technical Proposal is to document the proposed DBT's understanding of the Project; its acceptance and/or selection of appropriate design criteria; and its approach for completing any required design, coordinating with aerial utility relocation, constructing underground utilities, managing and meeting project schedule, providing quality management, and performing construction activities.

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.

The Technical Proposal shall Indicate Acknowledgement of Receipt (AOR) of proposal addenda and questions and answers. Also include form AOR (See Appendix A) in an appendix to the Technical Proposal.



Price Proposals are qualified based on Sections 7.1 and 7.2 and evaluated on the basis of Section 14.3. The final Price Proposal shall be a Lump Sum Bid dollar amount.

The procedure for calculation of price proposals on this project involves an “A & B” concept. Where:

A = the dollar amount of the All-Inclusive Project Cost.

B = the number of calendar days the selected completion date is before or after November 1, 2022 (see Section 6).

The “B” component shall have a daily dollar amount that will be used to calculate the total “B” cost component of the project. The value of each "B" day shall be \$15,000.

If the selected completion date is earlier than November 1, 2022; the following formula shall be used:

$$\text{Price Proposal (PB)} = A - (B \times \$15,000)$$

If the selected completion date is later than November 1, 2022; the following formula shall be used:

$$\text{Price Proposal (PB)} = A + (B \times \$15,000)$$

The resulting single Price Proposal (PB) shall be used to calculate the DBT's overall score according to the Value Based Formula displayed in Section 14.3 of the Instructions to Proposers. The "B" day value is for comparison purposes only. The successful proposer will be compensated the full "All Inclusive Project Cost" used to calculate the Price Proposal.

In addition, to the price proposal the successful DBT shall be required to furnish the KYTC with an initial Schedule of Values showing a complete breakdown of the lump sum bid item established for this project to Rachel Mills by 2:00 PM on 10/23/19. Due to Federal funding, the schedule of values shall be divided into the three projects of KY 338, KY 536, and I-75 since each will need to be tracked separately. In order to document how the lump sum bid price was determined, the DBT shall supply, using standard KYTC bid item codes whenever possible, all work items, 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 all 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 Schedule of Values shall be developed using the current version of Estimator software by Info Tech Inc., Gainesville, FL, 32608, or an equivalent program approved by the Engineer. The DBT shall provide any necessary training and license needed for KYTC to use the software. Submit the Estimator file in the Version required by KYTC.

#### **14.2.2 BID BOND**

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

## **INDEX OF APPENDICES**

### **APPENDIX A - FORMS**

- Appendix A1: Form A for SOQ Submittal
- Appendix A2: Acknowledgement of Receipt of Proposal Addenda (Form “AOR”)
- Appendix A3: Form “PP” – Price Proposal

### **APPENDIX B - ADMINISTRATIVE**

- Appendix B1: **Federal Contract Notes / DBE Conditions**
- Appendix B2: EEO / Wage Rates / Insurance / FHWA 1273 / Ethics
- Appendix B3: Documents for Bid

### **APPENDIX C - DATA**

- Appendix C1: Design Executive Summaries
- Appendix C2: Traffic Data and Signal Requests
- Appendix C3: CAP
- Appendix C4: Drainage

### **APPENDIX D - ENVIRONMENTAL**

- Appendix D1: Environmental Document (CE-3)
- Appendix D2: ACOE & DOW Permits

### **APPENDIX E - RIGHT OF WAY**

- Appendix E1: Right of Way Project Reports (Form TC 62-75)
- Appendix E2: Right of Way Requirements for an Approved ATC

### **APPENDIX F - UTILITIES**

- Appendix F1: Utility Impact Notes
- Appendix F2: Overhead Utility Plans (for information only) [Pending until after award]**
- Appendix F3: Utility Reference Plans (for information only) [Included in 6-18 plans]**
- Appendix F4: Duke Gas Specifications
- Appendix F5: Water Specifications
- Appendix F6: SD1 Sanitary Sewer Specifications
- Appendix F7: Utility Agreements [Pending until after award]**
- Appendix F8: Electric and Communications Ducts

## **APPENDIX G - RAILROAD**

Appendix G1: Railroad Construction Agreement [Draft Included]

Appendix G2: Railroad Right of Entry [Pending until after award]

## **APPENDIX H – GEOTECHNICAL**

Appendix H1: KY 536 (Item No. 6-14) Geotechnical Reports (Roadway)

Appendix H2: KY 536 (Item No. 6-14) Geotechnical Reports (Structures)

Appendix H3: KY 338 (Item No. 6-18) Geotechnical Reports (Roadway)

Appendix H4: KY 338 (Item No. 6-18) Geotechnical Reports (Structures)

## **APPENDIX I - CONSTRUCTION**

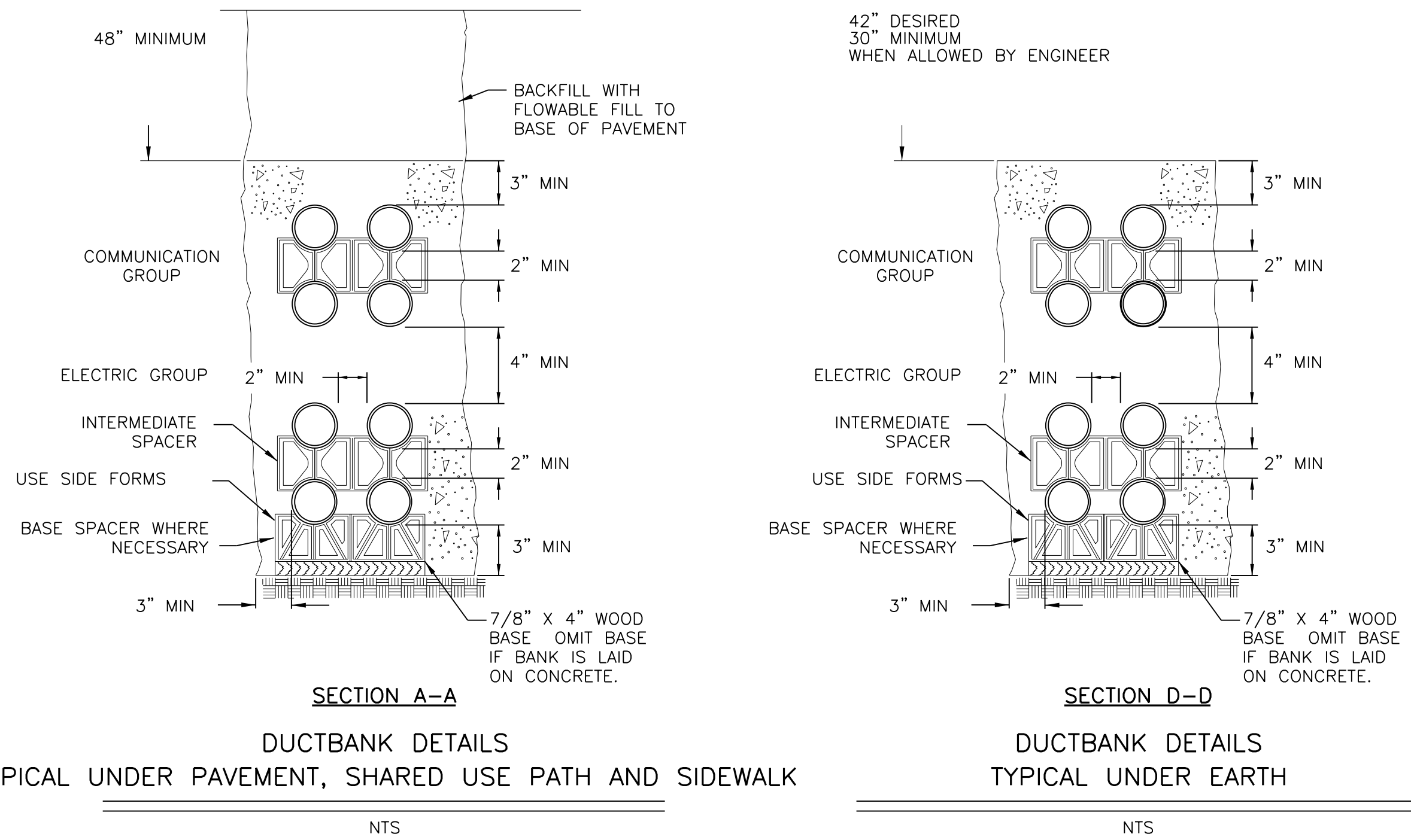
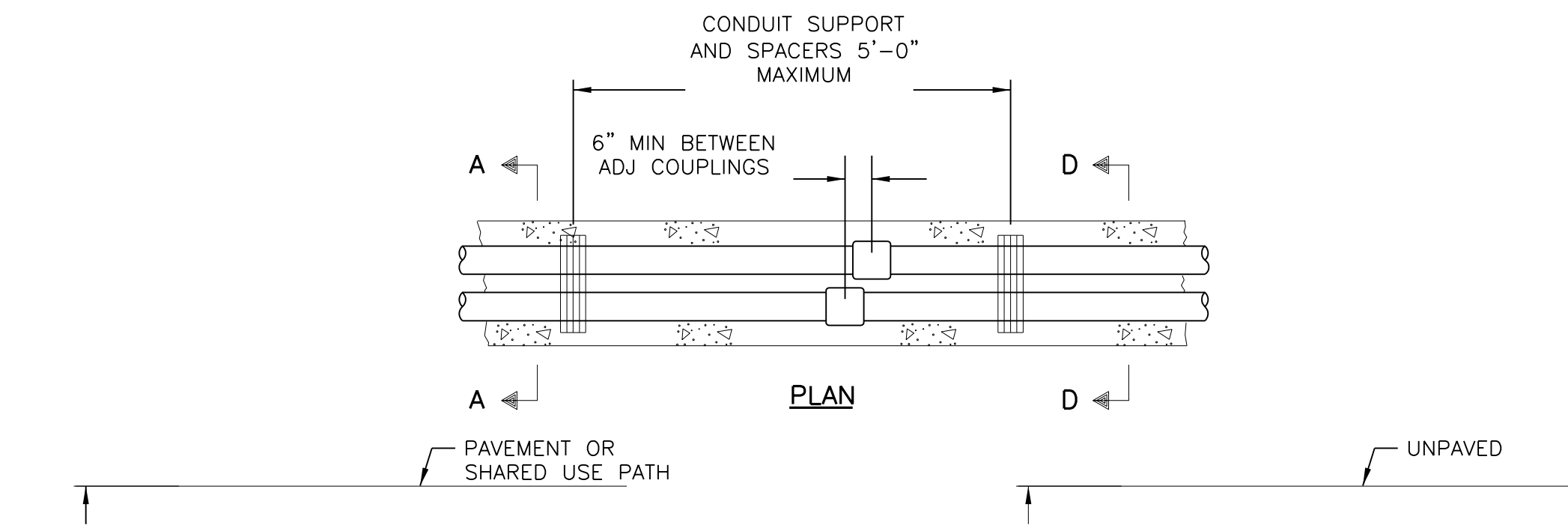
Appendix I1: Overall Notes (all 3 projects)

Appendix I2: KY 536 Notes

Appendix I3: KY 338 Notes

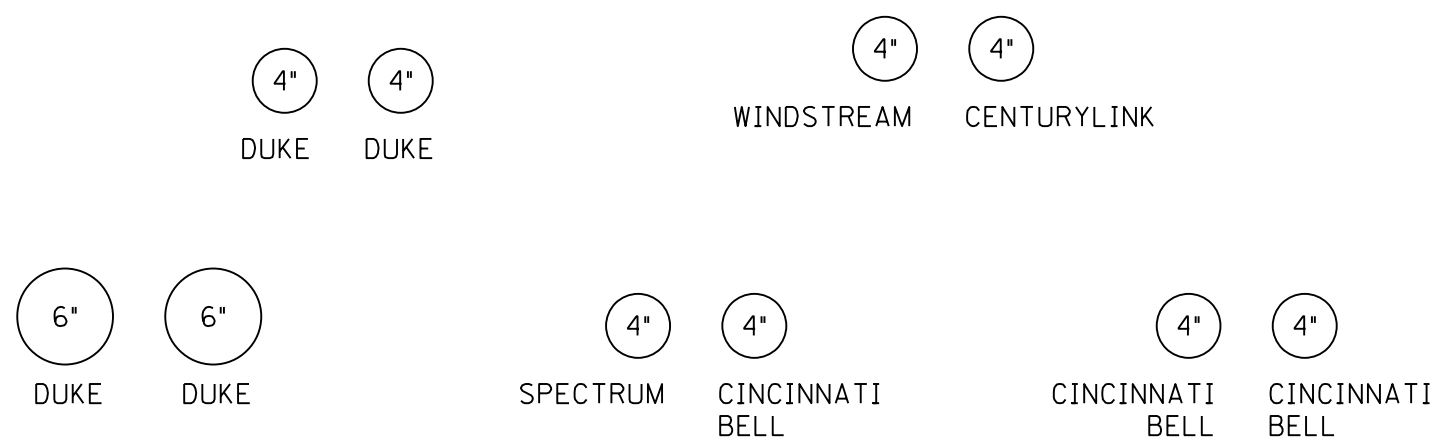
Appendix I4: I-75 Rehab Notes

Appendix I5: CPM

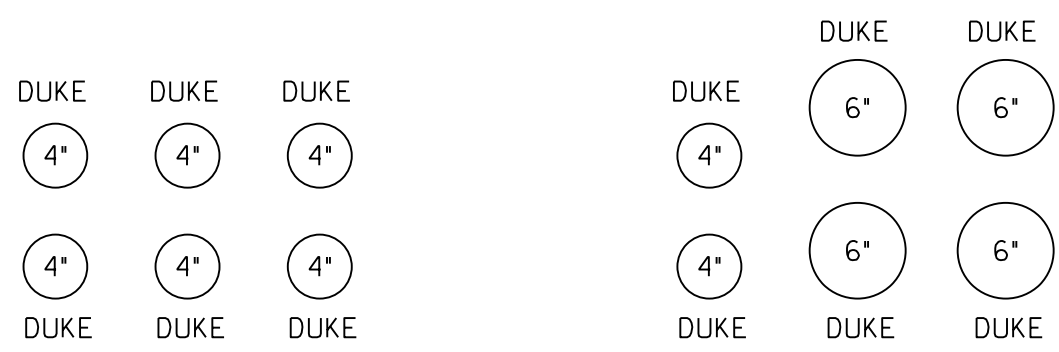


1. FLOWABLE FILL BACKFILL SHALL BE USED WITHIN 5 FOOT HORIZONTAL LIMIT FROM THE OUTSIDE EDGE OF PAVEMENT, SHARED USE PATH OR SIDEWALK
2. SEE PLAN SHEETS FOR EXACT SIZE AND NUMBER OF DUCTS

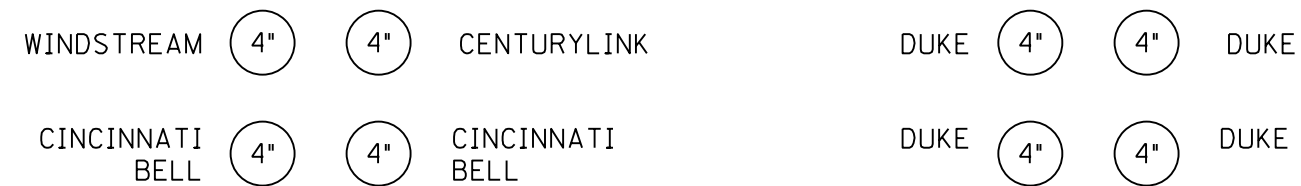
1. SEE PLAN SHEETS FOR EXACT SIZE AND NUMBER OF DUCTS



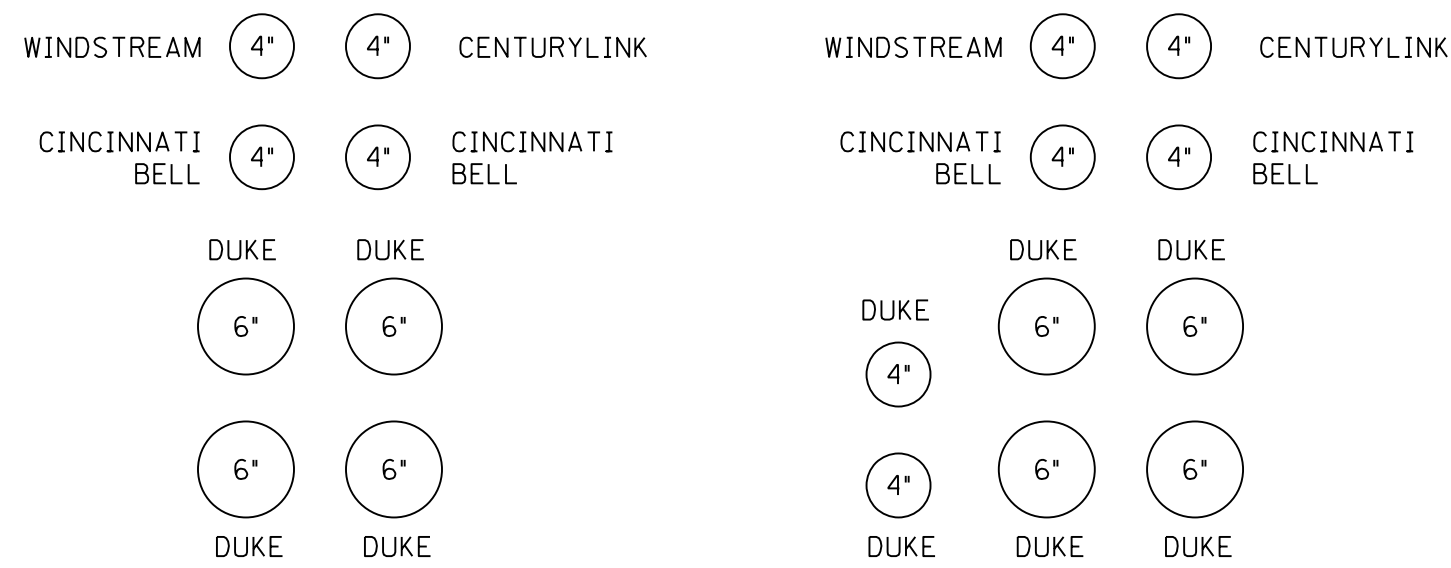
VARIOUS 2 DUCT BANK CONFIGURATIONS



VARIOUS 6 DUCT BANK CONFIGURATIONS

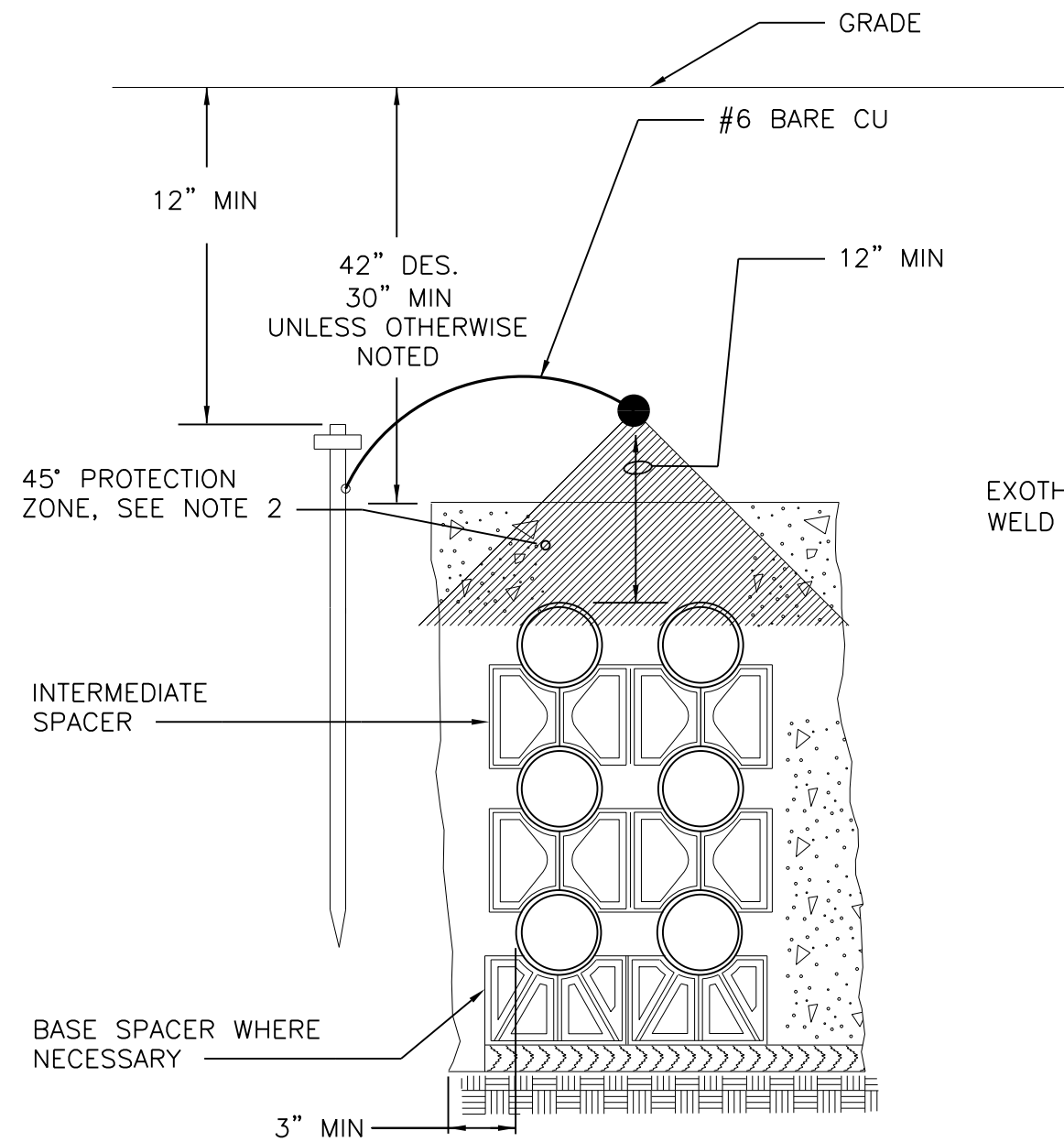


VARIOUS 4 DUCT BANK CONFIGURATIONS



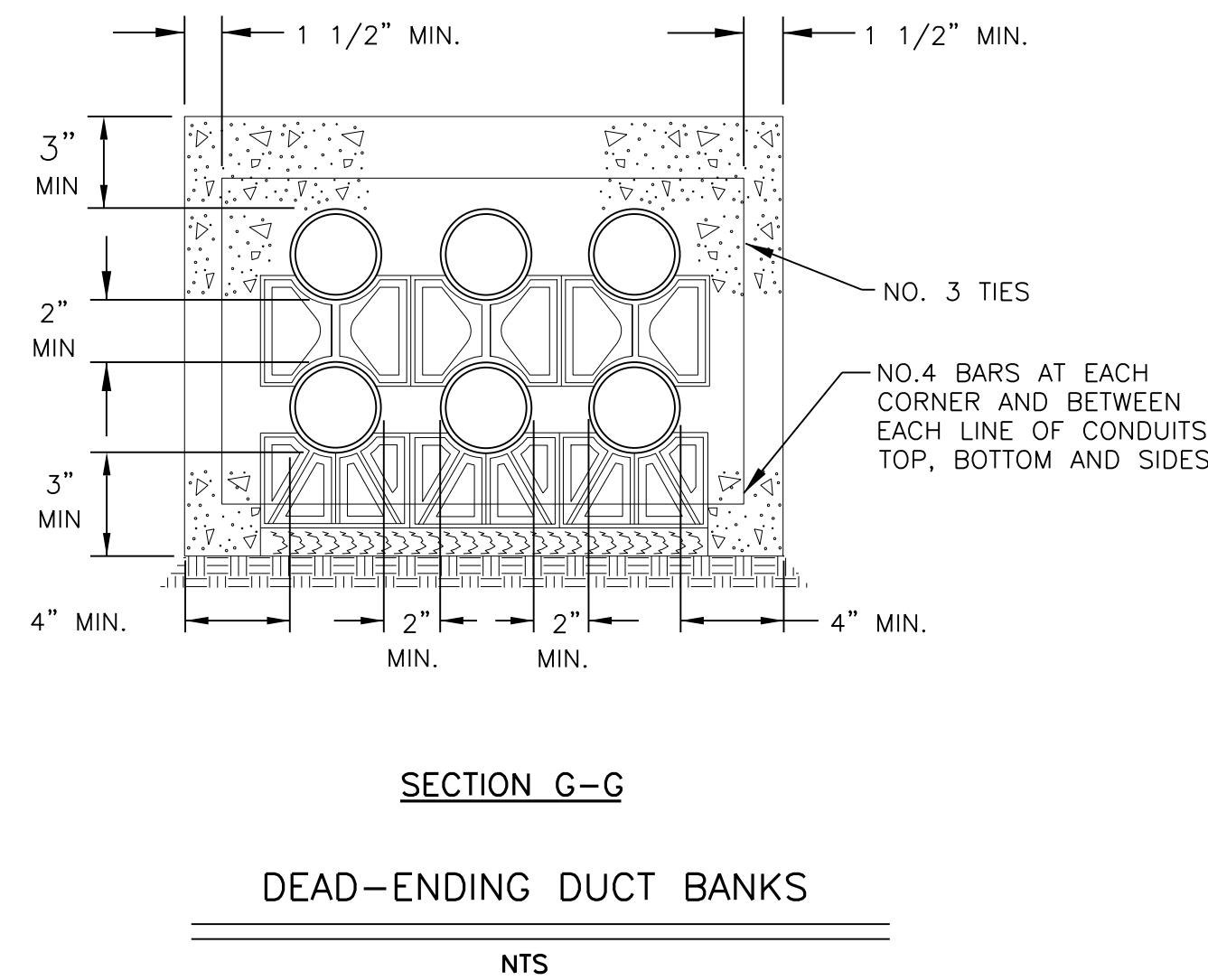
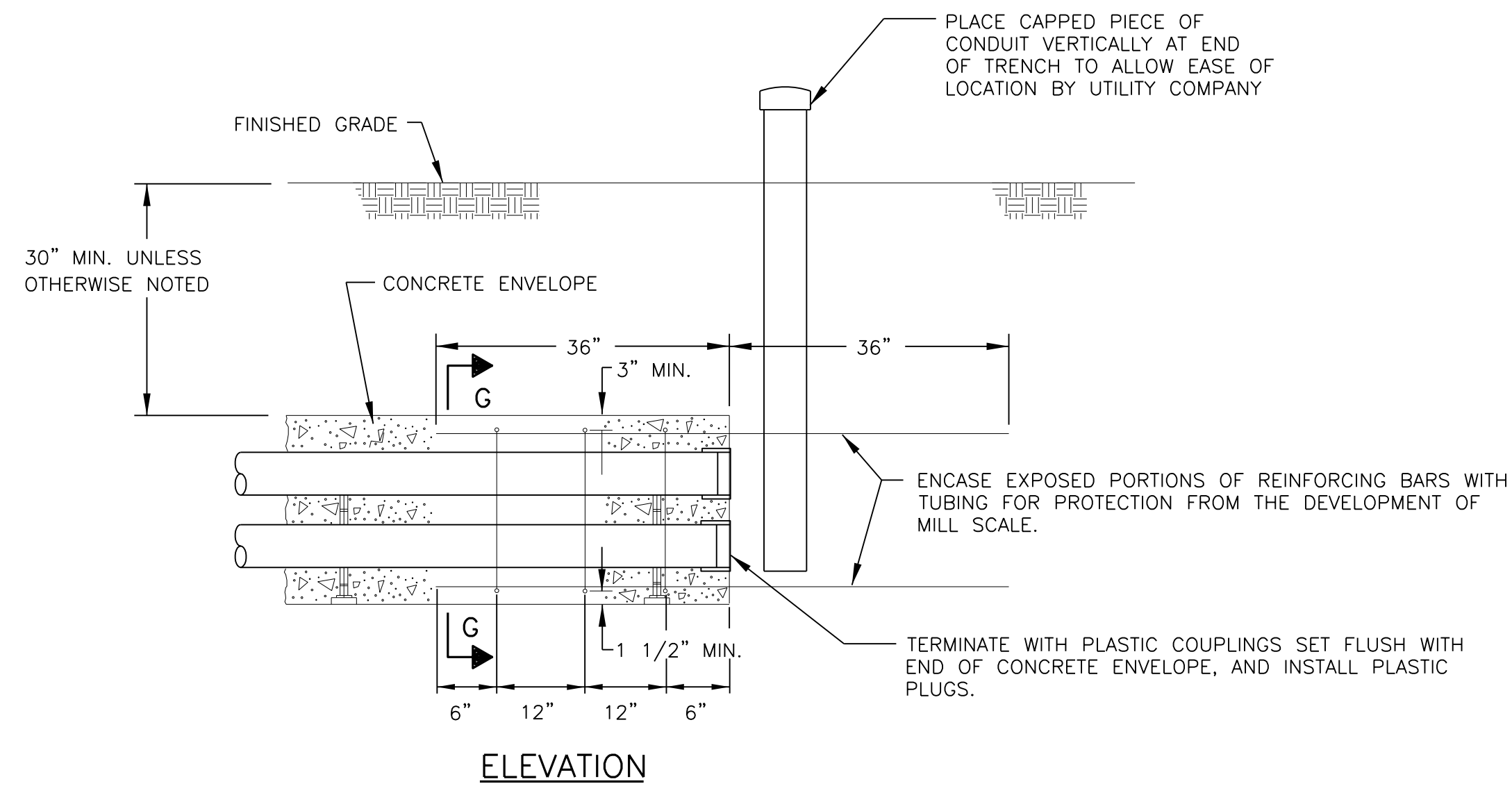
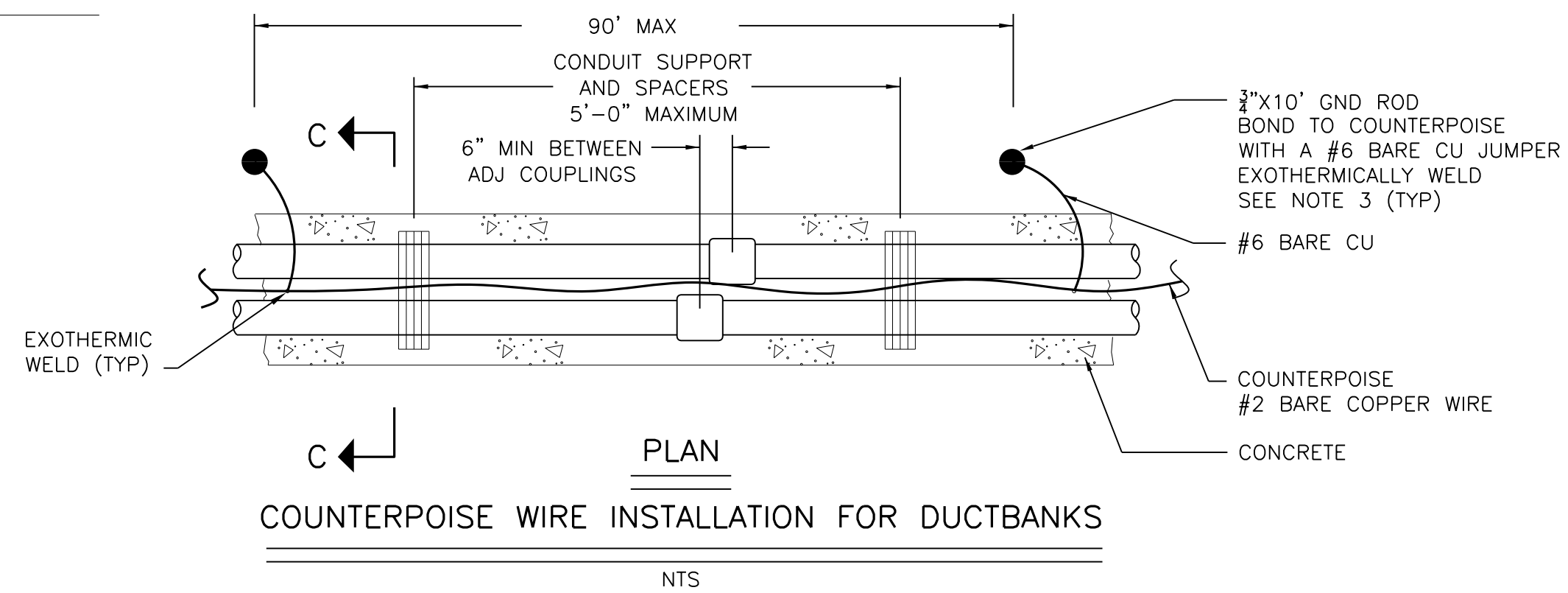
8 DUCT BANK CONFIGURATION

10 DUCT BANK CONFIGURATION




COUNTERPOISE NOTES  
FOR DUCTBANKS:

1. THE RESISTANCE TO GROUND OF THE COUNTERPOISE SHALL NOT EXCEED 25 OHMS.
2. FURNISH AND INSTALL COUNTERPOISE SYSTEM 12" MIN ABOVE AND CENTERED ABOUT THE DUCTBANKS. HEIGHT ABOVE THE DUCTBANK SHALL BE CALCULATED TO ENSURE THE CONDUITS ARE PROTECTED WITHIN THE 45° PROTECTION ZONE.
3. SPACE GROUND RODS AT 90 FT MAX INTERVALS. SPACING MUST VARY 10% TO 20% TO PREVENT RESONANCE. INSTALL THE GROUND RODS AT APPROXIMATELY 6 FT ON SIDE OF THE TRENCH.



FILE NAME: V:\1785\ACTIVE\178560012\ROADWAY\UTILITIES\ELEC\_COMM\U00300DS.DGN

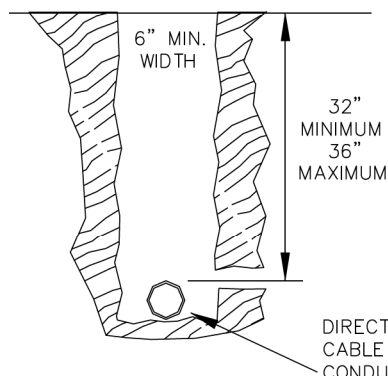
MicroStation v8.11.7.443


**DUKE  
ENERGY**

**DRAWING 674**

Construction Details for Customer Installed Primary Electric Conduits

**SINGLE CONDUIT (RESIDENTIAL)  
TRENCH**



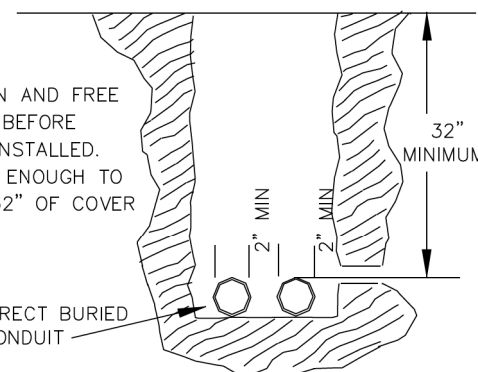
6" MIN. WIDTH

32" MINIMUM  
36" MAXIMUM

TRENCH MUST BE CLEAN AND FREE OF ROCKS AND DEBRIS BEFORE CABLE OR CONDUIT IS INSTALLED. TRENCH MUST BE DEEP ENOUGH TO ALLOW FOR AT LEAST 32" OF COVER OVER DUCT OR CABLE

DIRECT BURIED CABLE OR CONDUIT

**MULTI CONDUIT (COMMERCIAL OR INDUSTRIAL)  
TRENCH**



32" MINIMUM

2" MIN

2" MIN

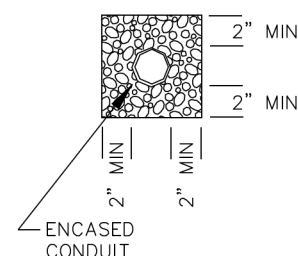
DIRECT BURIED CONDUIT

**MINIMUM CONDUIT SIZES:**

- RESIDENTIAL - 2" ID
- COMMERCIAL - 4" ID FOR URD CABLES-15KV, 6" FOR 35KV CABLE
- COMMERCIAL - 6" ID FOR POWER CABLES

ALL CONDUIT MUST BE UL LISTED AND HAVE A SCHEDULE 40 (SCH.40) RATING. A 90°C TEMPERATURE RATING IS REQUIRED.

WHEN CONDUIT IS CONCRETE ENCASED, THE CONDUIT MUST BE COVERED BY A MINIMUM OF 2" OF CONCRETE ON ALL SIDES



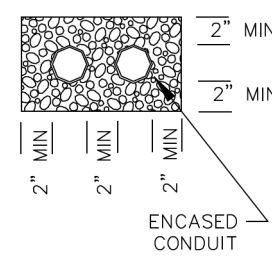
2" MIN

2" MIN

2" MIN

2" MIN

ENCASED CONDUIT



2" MIN

2" MIN

2" MIN

2" MIN

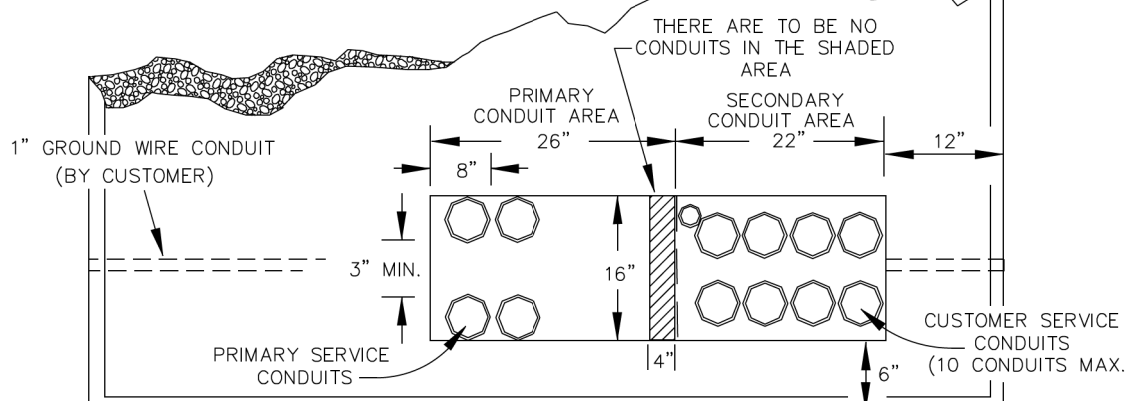
ENCASED CONDUIT

**THREE-PHASE TRANSFORMER BOXOUT DETAILS**

CUSTOMER TO INSTALL CONDUIT INTO PAD BOXOUT AS SHOWN.

- PRIMARY CONDUIT MUST BE INSTALLED AS SHOWN.
- SECONDARY/SERVICE DUCTS MUST BE INSTALLED WITHIN THE 16" X 22" SECONDARY BOXOUT AREA. THERE ARE TO BE NO CONDUIT IN THE SHADED AREA IN THE DETAIL.
- CONDUIT SHOULD EXTEND AT LEAST 3" ABOVE THE BOTTOM OF THE BOXOUT BUT NOT ABOVE THE SURFACE OF THE PAD.
- THE MAXIMUM NUMBER OF CONDUITS ENTERING INTO THE SECONDARY AREA OF THE PAD OPENING SHALL BE 10 (4" DIA.) UNLESS SPECIFICALLY APPROVED BY ENGINEERING AND CONSTRUCTION PLANNING.

TOTAL BOX-OUT OPENING  
16" x 48"



1" GROUND WIRE CONDUIT (BY CUSTOMER)

26'

8'

16'

3" MIN.

22'

12"

6"

PRIMARY CONDUIT AREA

SECONDARY CONDUIT AREA

PRIMARY SERVICE CONDUITS

CUSTOMER SERVICE CONDUITS (10 CONDUITS MAX.)

THERE ARE TO BE NO CONDUITS IN THE SHADED AREA


MAXIMUM SPACE AVAILABLE FOR  
SECONDARY/SERVICE DUCTS IS  
16" X 22"

9/16

# DRAWING 677

Customer Installed Precast Concrete Manhole and Lid

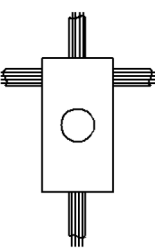
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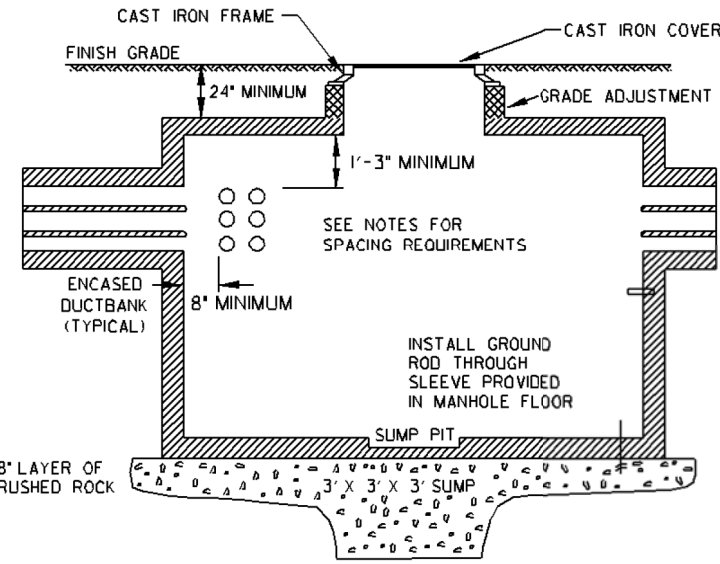
# DRAWING 677

Customer Installed Precast Concrete Manhole and Lid

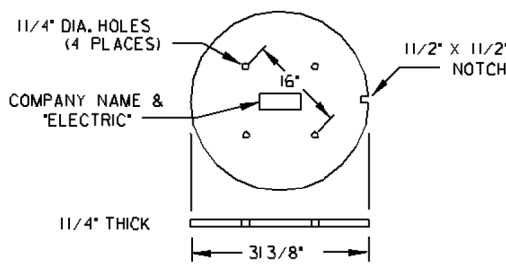
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AVAILABLE  
CONDUIT ENTRY  
POSITIONS  
(2-TYPE MANHOLE)



**MANHOLE LID DETAIL**



1 1/4" DIA. HOLES  
(4 PLACES)

1/2" x 1/2" NOTCH

1/4" THICK

31 3/8"

COMPANY NAME & "ELECTRIC"

**STANDARD SIZES (ALL DIMENSIONS ARE INTERNAL) :**

- FOR STRAIGHT LINE AND SYSTEMS (CONCENTRIC NEUTRAL CABLES) - 4' x 6'
- FOR CORNERS IN UPD (CONCENTRIC NEUTRAL CABLES) OR SMALL POWER CABLE SYSTEMS (SMALLER THAN 500KCMIL) - 5' x 10'
- FOR LARGE POWER CABLE SYSTEMS (LARGER THAN 500KCMIL CABLES) - 6' x 12'

**CONSTRUCTION & INSTALLATION NOTES :**

1. MANHOLES MUST BE DESIGNED TO ASHOTO HS - 20 LOADING CRITERIA. COPIES OF SUPPLIERS' DESIGN CALCULATIONS ARE TO BE PROVIDED TO DUE ENERGY PRIOR TO INSTALLATION.
2. THE BOTTOM OF THE EXCAVATION FOR THE PRECAST MANHOLE SHOULD BE FILLED WITH AN 8" THICK LAYER OF CRUSHED ROCK. IT SHOULD BE LEVEL. A SUMP OR TRENCH DEPTH, 3 FT. SQUARE AND 3 FT. DEEP AND FILLED WITH GRAVEL, SHOULD BE PLACED UNDER THE SUMP HOLE KNOCKOUT IN THE MANHOLE. THE SUMP HOLE SHOULD BE ORDERED AFTER THE MANHOLE IS SET.
3. MANHOLES SHALL HAVE 3/4" x 8' LONG STAINLESS STEEL PULL BOLTS OR 3/4" PULLING IRONS INCORPORATED INTO WALL DUCT ENTRY, THE WALL AND PULLING IRONS OR BOLTS MUST WITHSTAND 25,000 - POUND TENSILE LOAD.
4. MANHOLE FLOORS ARE TO HAVE A 10" DIA PVC SLEEVE INSTALLED THROUGH THE FLOOR IN EACH CORNER FOR GROUND ROD INSTALLATION. SLEEVES ARE TO BE LOCATED 1" FROM EACH WALL.
5. MANHOLE FLOORS ARE TO HAVE A 12" DIAMETER RECESS LOCATED IN THE CENTER OF THE FLOOR FOR PUMPING OUT WATER.
6. MANHOLE OPENING TO BE 36" IN DIAMETER THROUGH THE CEILING. THE MANHOLE OPENING IS TO BE EXTENDED TO FINISHED GRADE WITH PRECAST NECK SECTIONS OR BRICK AS NECESSARY.
7. MANHOLE FRAME AND COVER MUST MEET ASHOTO HS - 20 LOADING CRITERIA. MANHOLE COVER TO BE 30" IN DIAMETER. MANHOLE COVER MUST IDENTIFY THE APPROPRIATE DUE ENERGY OPERATING COMPANY (DUE ENERGY, OMO, KENTUCKY, OR INDIANA). DUE ENERGY CUSTOMER PROJECTS COORDINATOR WILL PROVIDE INFORMATION ON AVAILABILITY OF MANHOLE FRAME & COVER.
8. DUCTS ENTERING MANHOLE ARE TO BE FINISHED OFF WITH BELL ENDS FITTED FLUSH TO THE INSIDE WALLS.
9. DUCTS SHOULD ENTER MANHOLES AT LEAST 8" FROM SIDEWALLS AND AT LEAST 15" DOWN FROM THE CEILING OR UP FROM THE FLOOR.
10. DUCTS SHOULD BE SPREAD OUT AS THEY ENTER THE MANHOLES SEPARATED FROM EACH OTHER BY 4" OUTSIDE OF DUCT TO OUTSIDE OF DUCT. THE AREA BETWEEN DUCTS SHALL BE FILT WITH CONCRETE AND FINISHED FLUSH TO THE WALL.

04/02/07

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COUNTY OF	ITEM NO.	SHEET NO.
BOONE	6-14.00	U12

\* NOTES \*

1. Contractor shall supply field notes upon completion of project in sufficient detail to prepare "Record Drawings".
2. Location of utilities and structures, both existing and proposed, are shown on the plans from data available at time of bidding, and are not necessarily complete or correct. During construction the contractor shall use diligence in protecting from damage all existing utilities and structures whether shown on the plans or not. If damage is caused, the contractor will be responsible for repair or restoration of same to the satisfaction of the Engineer and the utility company.
3. Contractor to uncover and confirm exact location of existing water mains and services at connection points prior to construction. (incidental)
4. Prior to start of any field main construction, a "Sequence of Construction" shall be provided in writing to the Boone County Water District.
5. Contractor to coordinate and expedite the water main construction in the proper phases of the project and minimize the shut-down time of the water mains.
6. Contractor to coordinate all shut-down times with the Boone County Water District. Water shutdown for tie-ins may be required to be performed at night at the discretion of Boone County Water District.  
PHONE: 859-586-6155
7. Contractor may be required to make temporary water main and service connections, using approved BCDW materials and methods, during phasing sequences to provide continuous water service. This is "incidental" to the cost of water main construction.
8. All abandoned water meters to be marked, removed, and services disconnected by Boone County Water District prior to construction. Contractor to confirm disconnect with BCDW prior to construction.
9. Items and instruction labels in (parenthesis) are incidentals to the construction and cost of item.
10. Any adjustments or relocations of items to final grades and locations will be considered "incidental" to cost and construction of item.
11. ALL D.I.P. TO BE CLASS 50 WITH BLUE POLYWRAP
12. ALL P.V.C. TO BE C-900 DR 14
13. Tees, Bends, Caps, Plugs or any other fittings installed with new main are to be considered incidental and included in pipe price. The items are not paid separately and do not have separate bid item quantities.
14. Excavation in paved areas outside of road construction shall be backfilled above initial bedding with flowable fill to subgrade of the existing pavement. The pavement shall be saw cut to neat lines and replaced in-kind. Alternative backfill or pavement restoration methods shall be approved by the KYTC Section Engineer before use. All costs for restoration of areas outside of road construction shall be considered incidental to water main construction.
15. Blasting of rock shall not be permitted on this project.

FOR FURTHER INSTRUCTIONS AND EXPLANATIONS,  
SEE BID SPECIFICATIONS !!!

**WATER MAIN PLAN PREPARED FOR:**  
**BOONE COUNTY WATER DISTRICT**  
 2475 Burlington Pike  
 Burlington, Ky 41005-0018

**WATER MAIN PLAN PREPARED BY:**



**PAGE 1 OF 36**

## WATER MAIN SUMMARY

Addendum #5 -- 9-30-19

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

USER: \$\$\$\$USER\$\$\$\$  
DATE: \$\$\$\$DATE\$\$\$\$  
FILE NAME: \$\$\$\$design  
E-SHEET NAME:

# - BOONE COUNTY WATER DISTRICT - WATER MAIN CONSTRUCTION ONLY











P:\BOWD (08)\KY 536 MT. ZION RD-175 TO U.S. 25- 06-14-00 (15002)\Engineering\DWG\PLAN 2019\PG 15-6-14-00-WM.dwg, 9/10/2019 11:51:09 AM

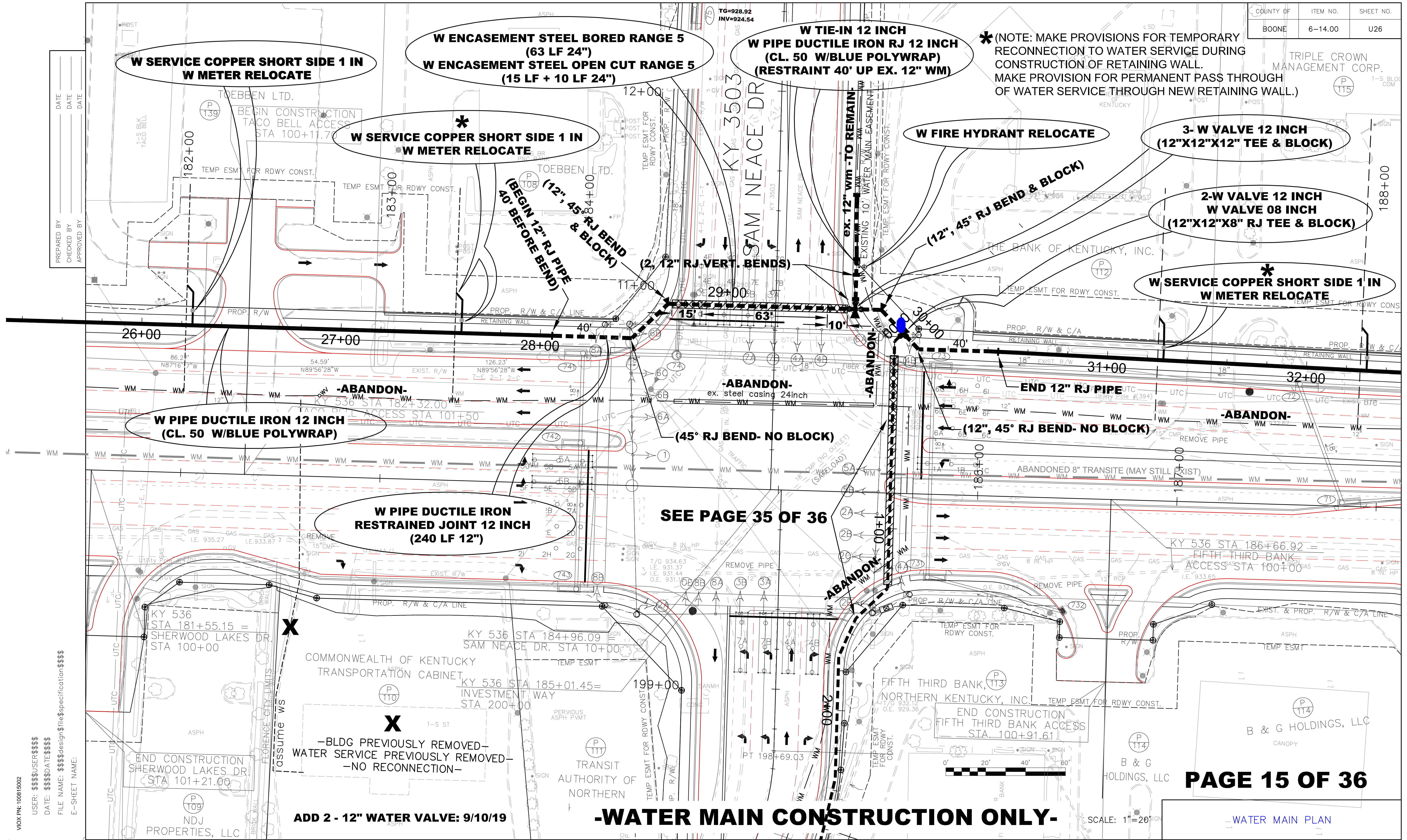
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E-SHEET NAME:





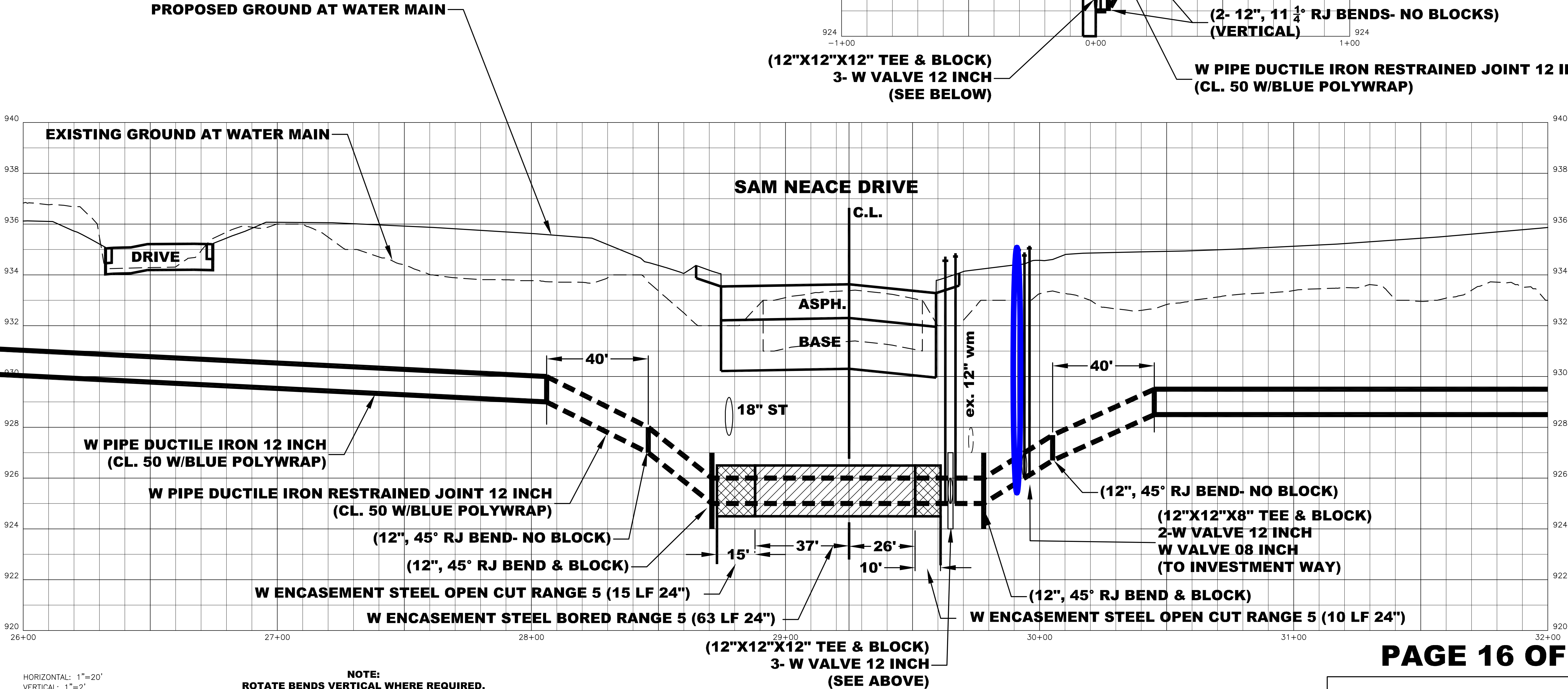
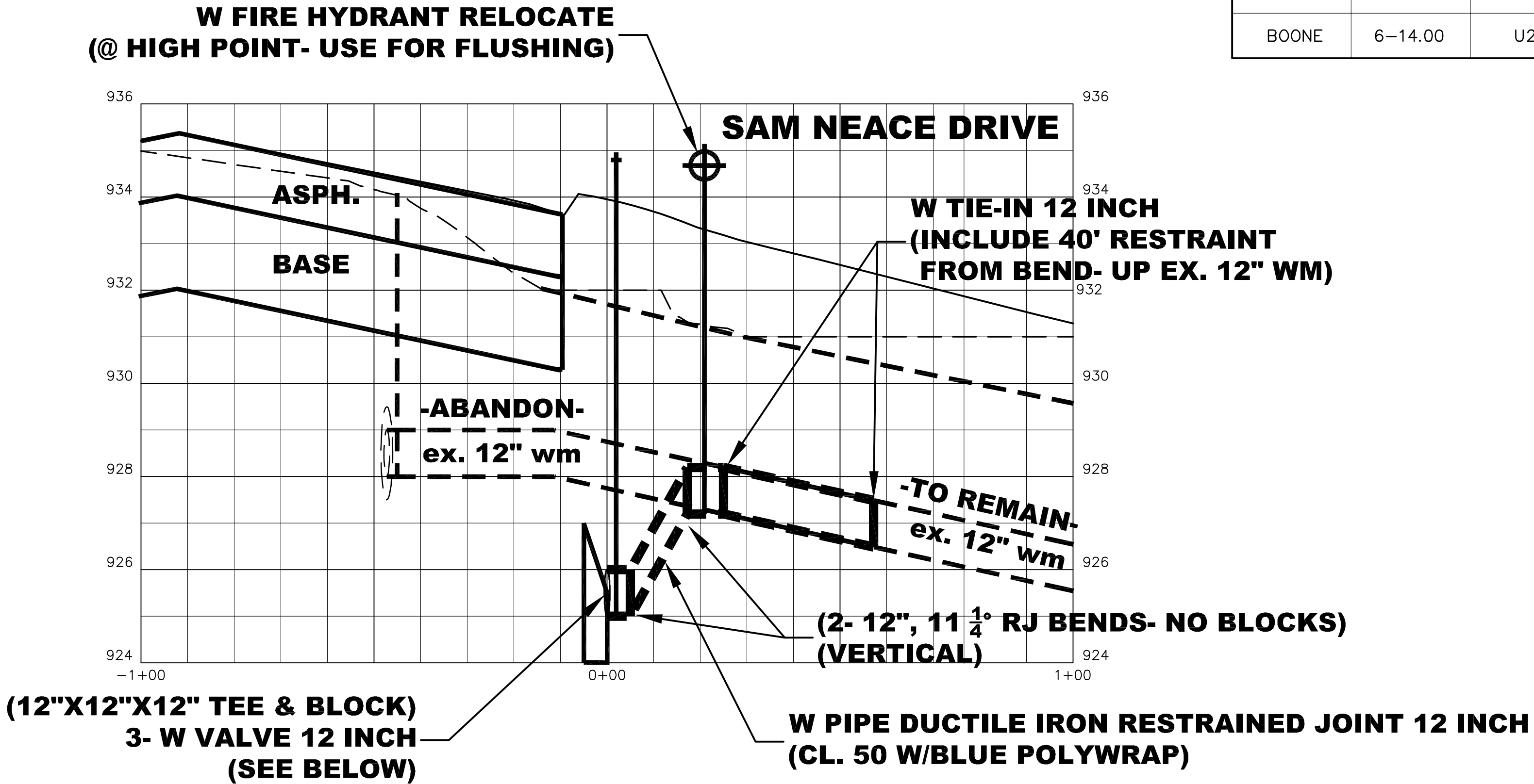
ADD 2 - 12" WATER VALVES: 9/10/19

COUNTY OF	ITEM NO.	SHEET NO.
BOONE	6-14.00	U27

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_



HORIZONTAL: 1"=20'  
VERTICAL: 1"=2'

VIOX PN: 100815002

USER: \$\$\$USER\$\$\$  
DATE: \$\$\$DATE\$\$\$  
FILE NAME: \$\$\$design\$rie\$specification\$\$\$  
E-SHEET NAME:

P:\BCMD (08)\KY 536 (MT, ZION RD)-175 TO U.S. 25- 06-14.00 (15002)\Engineering\DWG\PLAN 2019\PG 16-14.00-WM.dwg, 9/10/2019 11:50:20 AM



P:\BCMD (08)\KY 536 (MT, ZION RD) - I-75 TO U.S. 25 - 06-14-00 (15002)\Engineering\DWG\PLAN 2019\PG 17-4-14-00-WM.dwg, 9/25/2019 4:33:50 PM

USER: \$\$\$\$\$\$

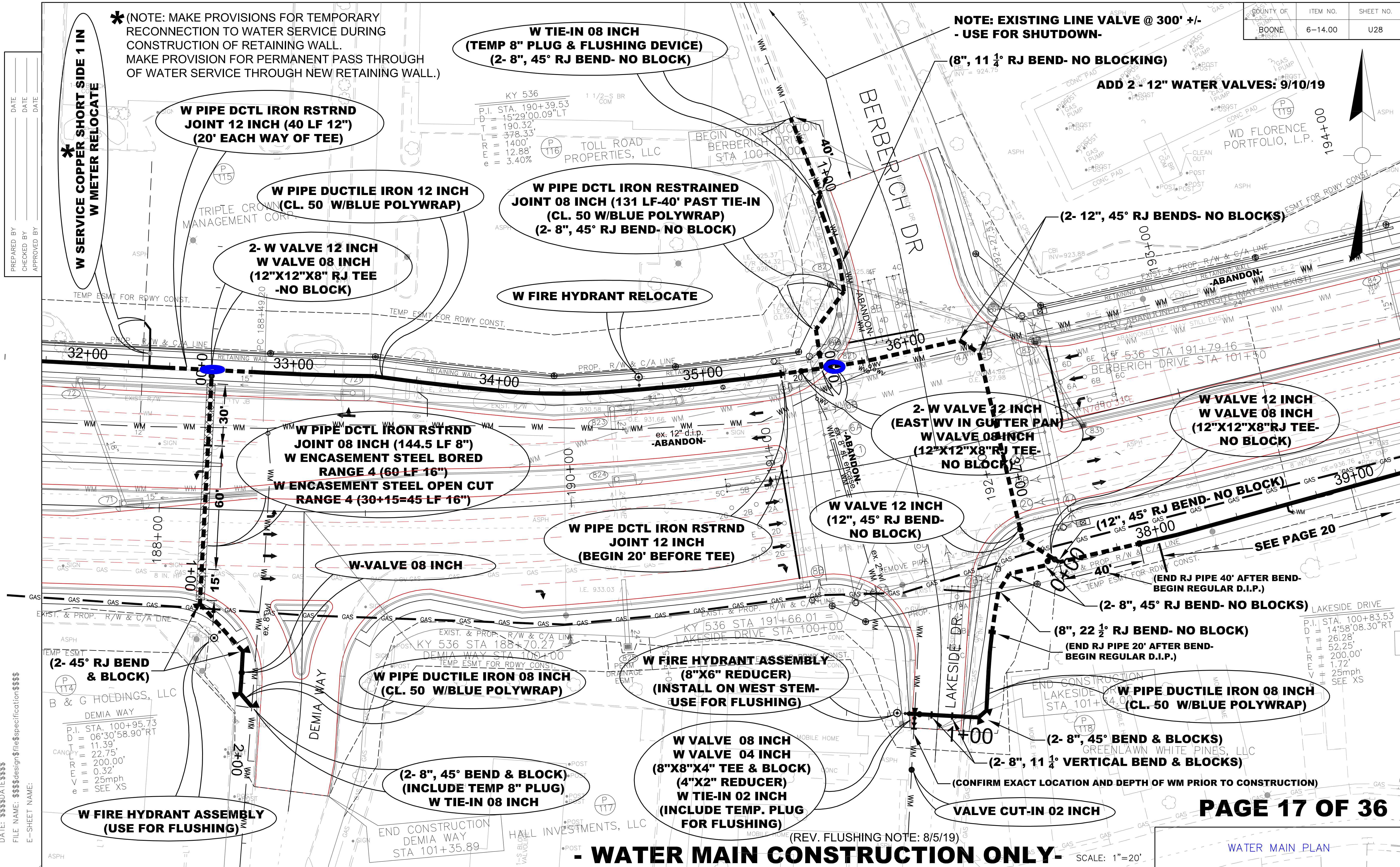
DATE: \$\$\$\$

FILE NAME: \$\$\$\$design\$file\$specification\$\$\$\$

E-SHEET NAME:

PREPARED BY  
CHECKED BY  
APPROVED BY

DATE  
DATE  
DATE









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USER: \$\$\$\$USER\$\$\$\$

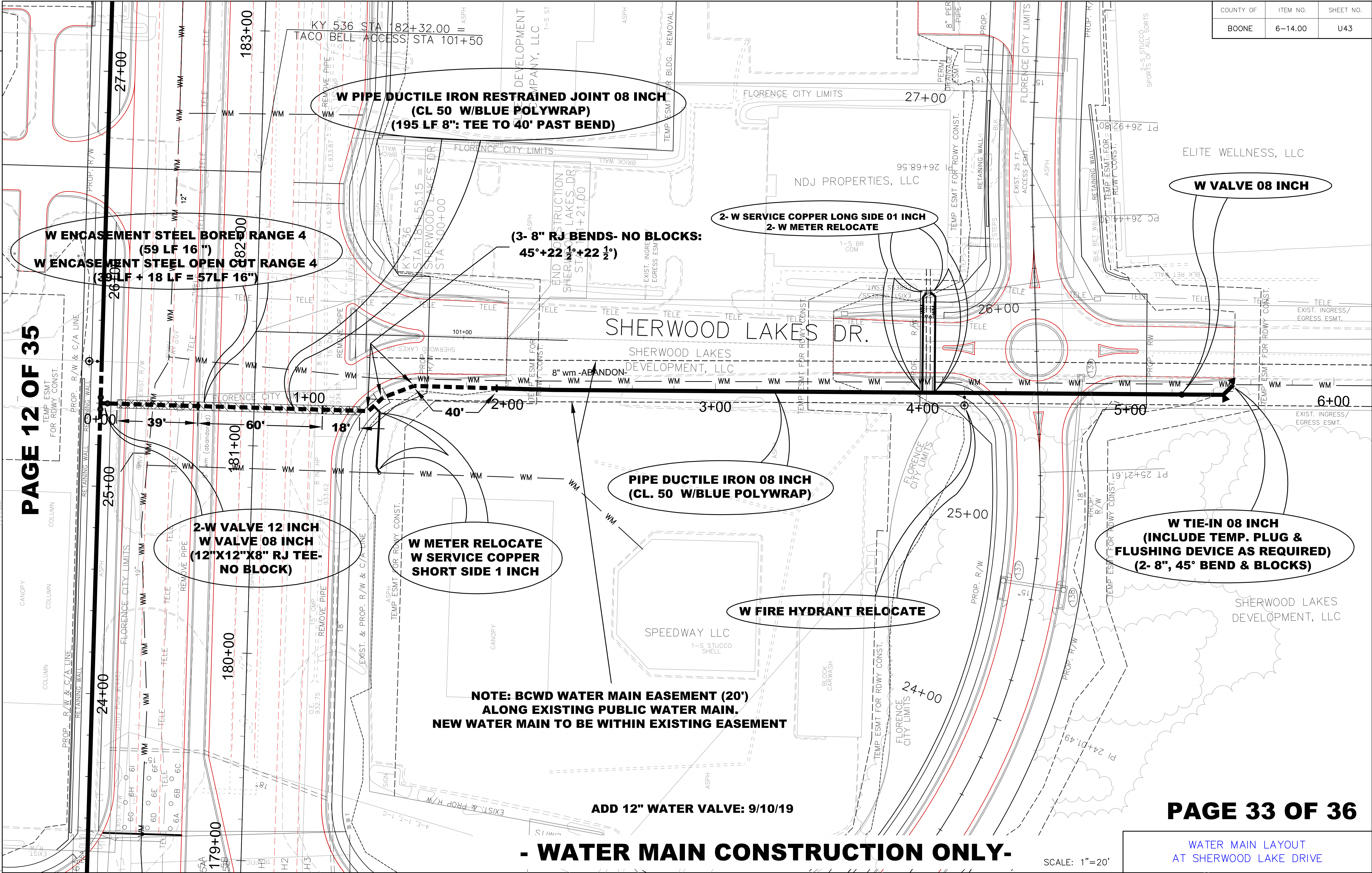
DATE: \$\$\$\$DATE\$\$\$\$

FILE NAME: \$\$\$\$design\$file\$specification\$\$\$\$

E-SHEET NAME:

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

PAGE 12 OF 35



COUNTY OF	ITEM NO.	SHEET NO.
BOONE	6-14.00	U43

PAGE 33 OF 36

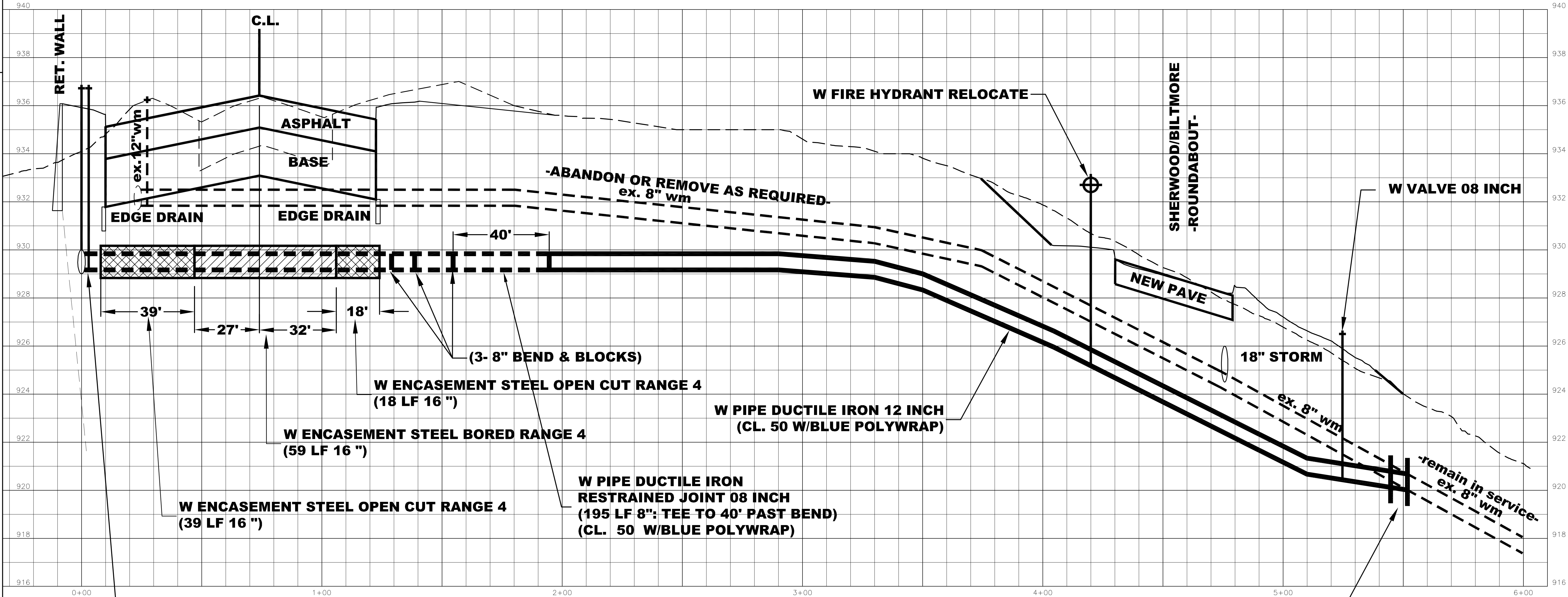
WATER MAIN LAYOUT  
AT SHERWOOD LAKE DRIVE

SCALE: 1"=20'

Addendum #5 - 9-30-19



PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



ADD 12" WATER VALVES: 9/10/19

## - WATER MAIN CONSTRUCTION ONLY-







P:\BCMD (08)\KY 536 (MT, ZION RD)-175 TO U.S. 25- 06-14.00 (15002)\Engineering\DWG\PLAN 2019\PG36-64-14-00-WM.dwg, 9/11/2019 9:44:21 AM

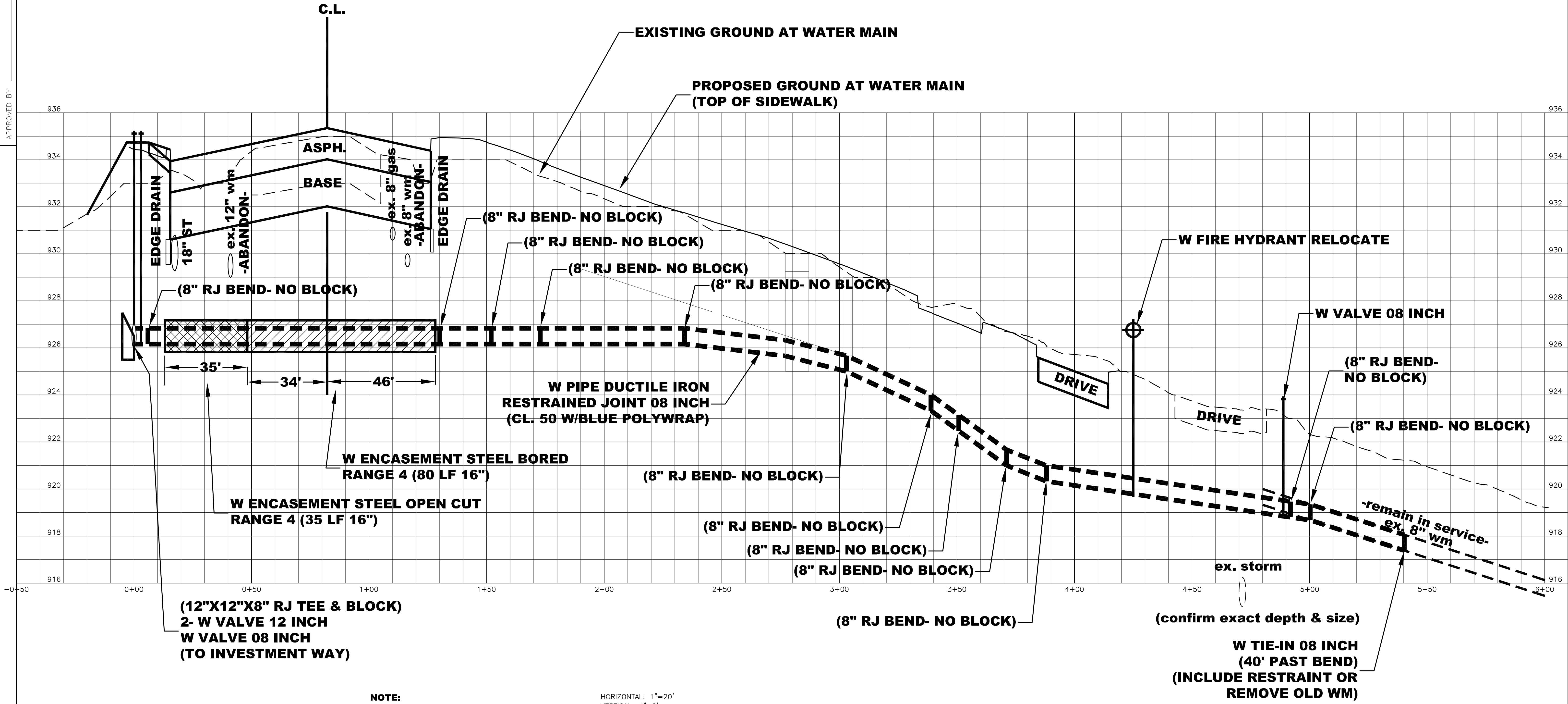
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DATE: \$\$\$\$DATE\$\$\$  
FILE NAME: \$\$\$\$design\$file\$specification\$\$\$  
E-SHEET NAME:

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY OF	ITEM NO.	SHEET NO.
BOONE	6-14.00	U47

# INVESTMENT WAY- PROPOSED WATER MAIN



ADD 12" WATER VALVE: 9/10/19

- WATER MAIN CONSTRUCTION ONLY-

GEOTECHNICAL NOTES FOR RAILROAD IMPROVEMENTS

COUNTY OF	ITEM NO.	SHEET NO.
BOONE	06-18.00	TR21

1R) Clearing and grubbing of embankment areas shall be completed in accordance with Section 202 of the current Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (Standard Specifications), and American Railway & Maintenance-of-Way Association (AREMA) Chapter 1, Sections 1.2.3.2 (Foundations of Fills) and 1.3.6 (Clearing & Grubbing).

2R) Removal of existing structures and other obstructions shall be completed in accordance with Section 203 of the Standard Specifications.

3R) Procedures shall be performed as required to control erosion and water pollution in accordance with Sections 212 and 213 of the Standard Specifications and AREMA Chapter 1, Sections 1.4.4.2 (Earth Cuts) and 1.4.5 (Drainage and Erosion Control).

4R) All water wells and/or cisterns within the limits of construction, whether shown on the plans or not, shall be plugged in accordance with Section 708 of the Standard Specifications.

5R) All catch basins and manholes shall be filled and capped and all septic tanks shall be filled in accordance with Section 708 of the Standard Specifications.

6R) All channel changes and special ditches shall be constructed prior to placement of any embankment materials adjacent to them in accordance with Section 206 of the Standard Specifications. Materials excavated from these areas may be utilized in construction of the embankments, but may require aeration to the proper moisture contents prior to compaction operations. No extra payment shall be permitted for re-handling, hauling, stockpiling, and/or manipulating these materials.

7R) In accordance with Section 206 of the Standard Specifications, the moisture content of embankment and subgrade materials shall not vary by more than ±2% from the optimum moisture content as determined by Kentucky Method (KM) 64-51I, which generally follows AASHTO T 99. This moisture content requirement shall have equal weight with the density requirement when determining the acceptability of embankment or subgrade construction. Refer to the family of curves for moisture-density relationships.

8R) All soils, whether from roadway excavation or borrow, may require manipulation to obtain proper moisture contents prior to compaction. Direct payment shall not be permitted for re-handling, hauling, stockpiling, and/or manipulating soils.

9R) The Contractor is responsible for conducting any operations necessary to excavate the cut areas to the required typical sections. The cost of these operations shall be incidental to the earthwork.

10R) Any saturated, soft, unstable areas encountered within embankment foundation limits and/or any other areas as directed by the Engineer shall be drained and stabilized using non-erodible Granular Embankment meeting the requirements of Section 805 of the Standard Specifications. An estimated 2-foot working platform shall be constructed in such areas. The actual locations and thickness shall be determined by the Engineer during construction and may depend on seasonal fluctuations in the water table. The Granular Embankment shall be underlain with Geotextile Fabric, which meets requirements of Standard Specifications Sections 214 and 843 for a Type I Fabric, except that a Trapezoid Tear Strength of 80 lb is required. The geotextile fabric shall also meet the requirements of AREMA Chapter 1, Section 10.2 for a Class A Drainage Fabric (6-8 Oz/Sq Yd), except that 70% strength retention is required for UV Degradation at 500 hrs. (See Table I-10-3.)

11R) Foundation embankment benches and longitudinal perforated pipe underdrains shall be constructed in accordance with Kentucky Department of Highways Standard Drawing No. RCX-010 at the locations listed below and/or as directed by the Engineer. Contrary to Standard Drawing RCX-010, the typical rise height for benching into soil/earth slopes shall be four (4) to six (6) feet. AREMA Chapter 1, Section 1.2.3.3.2 (Sidehill Fills) should also be followed. Benches in earth slopes shall be constructed one at a time beginning with the lowest bench, and each bench shall be backfilled prior to excavation of the next bench. If water is encountered during benching, construct a minimum one (1) foot thick drainage blanket as directed by the Engineer, or contact the Department's Geotechnical Branch for guidance. The drainage blanket shall consist of Kentucky Coarse Aggregate No. 2 in accordance with Section 805 of the Standard Specifications, or other available material deemed suitable by the Engineer. The drainage blanket shall extend to the toe of slope to provide positive drainage and shall be wrapped with Geotextile Fabric, which meets requirements of current Standard Specifications Sections 214 and 843 for a Type IV Fabric. Requirements shall also be met from AREMA Chapter 1, Section 10.2 for a Class B Drainage Fabric (4-6 Oz/Sq Yd). See Table I-10-3.

Approximate Station Limits

Proposed Shoofly Track SI  
24+75 to 25+75, Right

Proposed Laydown Yard Track Y  
8+75 to 10+25, Left ~~& Right~~

12R) Conventional transverse benches shall be constructed and perforated pipe underdrains installed at the following approximate locations in accordance with Standard Drawings No. RDP-005 and RDP-006, project cross-sections (as applicable), and as directed by the Engineer. AREMA Chapter 1, Section 1.2.4.3.2 - Definition & Function of Subdrains (Underdrains) should also be followed.

Approximate Stations

Temporary Spur Track SpT  
~~7+05~~

Proposed Shoofly Track SI  
~~22+20~~

Proposed Laydown Yard Track Y  
5+55

Perforated pipe shall NOT be installed at this location. Construct transverse benches only.

NSRR Laydown Access Drive  
52+50  
56+35

13R) Embankment construction shall be in accordance with Section 206 of the Standard Specifications and AREMA Chapter 1, Section 1.3.7.5 - Placement of Embankment. Note that AREMA requires eight (8)-inch loose lifts for construction of fills with common (soil) material, contrary to the Standard Specifications. Greater thicknesses may be permitted subject to approval of the Engineer, and may require rolling tests to determine required thickness and number of passes.

14R) All embankment construction using non-durable shale will be in accordance with Section 206 of the Standard Specifications, "Embankment Principally of Non-Durable Shale".

15R) Compact embankments and subgrades throughout to at least 95% of maximum density determined by KM 64-51I (which generally follows AASHTO T 99) in accordance with Sections 206 and 207 of the Standard Specifications and AREMA Chapter 1, Section 1.3.7.5 (Placement of Embankment). Check density with a nuclear gauge in accordance with Section 206 of the Standard Specifications.  
16R) As directed by the Engineer, existing bituminous pavement at the following approximate locations that is positioned less than three feet from proposed subgrade level, and is not being overlaid, shall be undercut a minimum of two feet beneath proposed subgrade level in accordance with Section 206 of the Standard Specifications and backfilled with suitable subgrade material in accordance with Section 207 of the Standard Specifications.

Approximate Station Limits

Proposed Shoofly Track SI  
4+25 to 4+72  
16+19 to 16+45

Temporary Spur Track SpT  
3+74 to 4+03

Proposed Mainline Track  
5+51 to 5+99  
17+28 to 17+68  
21+00 to 22+20

Proposed Spur Track Sp  
3+44 to 3+76

DESIGNED BY:	
DATE SUBMITTED:	
<div>Commonwealth of Kentucky</div> <div>DEPARTMENT OF HIGHWAYS</div> <div>COUNTY OF</div> <div></div>	
PROJECT _____	
NUMBERS: _____	
<div>GEOTECHNICAL NOTES</div> <div>SHEET 1 OF 2</div>	

FILE NAME:

USER: DATE PLOTTED:

E-SHEET NAME:

MicroStation v8, 11, 9, 459



GEOTECHNICAL NOTES FOR RAILROAD IMPROVEMENTS (CONT.)

COUNTY OF	ITEM NO.	SHEET NO.
BOONE	06-18.00	TR22

17R) The existing subgrade is anticipated to be wet and soft in areas where the railway template is in a shallow cut or fill. Therefore, a 2-foot working platform may be required in these areas consisting of non-erodible Granular Embankment, in accordance with Section 805 of the Standard Specifications. The actual locations and thickness shall be determined by the Engineer during construction and may depend on seasonal fluctuations in the water table. The Granular Embankment shall be underlain with Geotextile Fabric meeting the requirements of Standard Specifications Sections 214 and 843 for a Type V Fabric, except that the maximum Apparent Opening Size (AOS) shall be a No. 70 sieve. The geotextile fabric shall also meet the requirements of AREMA Chapter 1, Section 10.1 for an Extra Heavy Fabric (16-20 Oz/Sq Yd). See Table 1-10-2. The aggregate shall daylight horizontally to the edge of embankment in fills and to the ditchline in cuts to ensure positive drainage.

18R) Perforated pipe for subgrade drainage shall be placed at the following approximate locations, and/or where designated by the Engineer. Locations include the upgrade ends of structures and upgrade/downgrade of at-grade crossings. The pipe shall be in accordance with Standard Drawings No. RDP-005 and AREMA Chapter 1, Section 1.5.2 (See Figure 1-1-20). The minimum pipe diameter shall be six (6) inches, and ditch width shall include a minimum six (6) inches on either side of the pipe. The trench shall be lined with non-woven Geotextile Fabric and the pipe shall not be wrapped in geotextile fabric. The fabric shall meet requirements of Standard Specifications Sections 214 and 843 for a Type I Fabric, except the minimum Trapezoid Tear Strength is 80 lb. The geotextile shall also meet the requirements of AREMA Chapter 1, Section 10.2 for a Class A Drainage Fabric (6-8 Oz/Sq Yd), except that 70% strength retention is required for UV Degradation at 500 hrs. (See Table 1-10-3.)

Approximate Station Limits

Proposed Mainline Track

~~19+70~~

Proposed Spur Track Sp

~~3+40~~

~~3+85~~

See Sheet TR10 for pipe installation limits.

19R) Shale (above or below the Rock Disintegration Zone (RDZ), durable or non-durable) cannot be used in the top 2 (two) feet of the subgrade.

20R) Borrow material, if required for the subgrade, shall meet the minimum California Bearing Ratio (CBR) value of 2.

21R) Temporary shoring or sheeting may be required at the approximate locations below to facilitate construction of the new railroad bridge over proposed Richwood Road (KY 338).

Approximate Station Limits

Proposed Shoofly Track SI

18+00 to 21+50, Left Side

22R) Use caution working near utilities at the following approximate locations. Make sure construction equipment does not exceed allowable pressures for the utilities.

Approximate Station Limits

Proposed Shoofly Track SI

4+60

3+60

16+00

Proposed Mainline Track

5+00

5+30

5+95

6+10

17+00

Proposed Spur Track Sp

3+60

DESIGNED BY:	
DATE SUBMITTED:	
<div>Commonwealth of Kentucky</div> <div>DEPARTMENT OF HIGHWAYS</div> <div>COUNTY OF</div> <div>BOONE</div>	
PROJECT _____	
NUMBERS: _____	

FILE NAME:

USER: DATE PLOTTED:

E-SHEET NAME:

MicroStation v8,11,9,459

## **Appendix A3 -- Form PP – Price Proposal**

## Price and Completion Date Proposal

The procedure for calculation of price proposals on this project involves an "A & B" concept. Where:

A = the dollar amount of the All Inclusive Project Cost established below.

B = the number of calendar days the selected completion date is before or after the baseline completion date of November 1, 2022.

The "B" component shall have a daily dollar amount that will be used to calculate the total "B" cost component of the project. The value of each "B" day shall be \$15,000.

### Determination of All Inclusive Project Cost ("A" Value)

Item Description	Unit	Price
6-14 Project (Mt. Zion Road Interchange)	Lump Sum	
6-18 Project (Richwood Road Interchange)	Lump Sum	
6-20002 Project (I-75 Pavment Rehab)	Lump Sum	
Subtotal:		
Mobilization (5% maximum ):		
Demobilization (1.5% minimum ):		
<b>ALL INCLUSIVE PROJECT COST</b>	Lump Sum	

**"A" Value**

### Determination of Contractual Completion Date ("B" Days)

The DBT has determined the contractual completion date for the project shall be:

\_\_\_\_\_

This date corresponds to \_\_\_\_\_ **"B" days** according to the chart on page 4 or 5 of this form.

### DESIGN BUILD TEAM SIGNATURE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KYTC Vendor ID: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_



## Final Determination of Price Proposal

If the selected completion date is earlier than November 1, 2022; the following formula shall be used:

$$\text{Price Proposal} = A - (B \times \$15,000)$$

Line No.	Item Description	Unit	Item Total
1	(A) All Inclusive Project Cost	Lump Sum	
2	(B) Time Cost { B days x \$15,000 }	_____ Days	
3	Price Proposal ( $P_B$ ) = Line 1 - ( <i>minus</i> ) Line 2	Lump Sum	*

If the selected completion date is later than November 1, 2022; the following formula shall be used:

$$\text{Price Proposal} = A + (B \times \$15,000)$$

Line No.	Item Description	Unit	Item Total
1	(A) All Inclusive Project Cost	Lump Sum	
2	(B) Time Cost { B days x \$15,000 }	_____ Days	
3	Price Proposal ( $P_B$ ) = Line 1 + ( <i>plus</i> ) Line 2		*

\* The single Price Proposal ( $P_B$ ) displayed above shall be used to calculate the DBT's overall score according to the Value Based Formula displayed in section 14.3 of the Instructions to Proposers. The "B" day value is for comparison purposes only. The successful proposer will be compensated the full "All Inclusive Project Cost" used to calculate the Price Proposal.

## DESIGN BUILD TEAM SIGNATURE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KYTC Vendor ID: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**Included Alternative Technical Concepts**

The following Alternative Technical Concepts are included in this price and completion date proposal:

Name:

Approval Date:

The DBT has included herewith \_\_\_\_\_ pages, consisting of a schedule of values showing a complete breakdown of the All Inclusive Project cost shown on page 1 of Form PP.

Please check one of the following:

- ☐ The DBT has not violated any of the provisions included in section 5.15 of the Instructions to Proposers within the previous five (5) year period.
- ☐ The DBT has violated the provisions of one or more of the statutes included in section 5.15 of the Instructions to Proposers 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.

**DESIGN BUILD TEAM SIGNATURE**

By:

Name:

Title:

Date:

KYTC Vendor ID:

Federal ID Number:

## Completion Date EARLIER than November 1, 2022

Date	# "B" Days	Date	# "B" Days	Date	# "B" Days	Date	# "B" Days	Date	# "B" Days	Date	# "B" Days
11/1/2022	0	8/31/2022	62	6/30/2022	124	4/30/2022	185	2/28/2022	246	12/31/2021	305
10/31/2022	1	8/30/2022	63	6/29/2022	125	4/29/2022	186	2/27/2022	247	12/30/2021	306
10/30/2022	2	8/29/2022	64	6/28/2022	126	4/28/2022	187	2/26/2022	248	12/29/2021	307
10/29/2022	3	8/28/2022	65	6/27/2022	127	4/27/2022	188	2/25/2022	249	12/28/2021	308
10/28/2022	4	8/27/2022	66	6/26/2022	128	4/26/2022	189	2/24/2022	250	12/27/2021	309
10/27/2022	5	8/26/2022	67	6/25/2022	129	4/25/2022	190	2/23/2022	251	12/26/2021	310
10/26/2022	6	8/25/2022	68	6/24/2022	130	4/24/2022	191	2/22/2022	252	12/25/2021	311
10/25/2022	7	8/24/2022	69	6/23/2022	131	4/23/2022	192	2/21/2022	253	12/24/2021	312
10/24/2022	8	8/23/2022	70	6/22/2022	132	4/22/2022	193	2/20/2022	254	12/23/2021	313
10/23/2022	9	8/22/2022	71	6/21/2022	133	4/21/2022	194	2/19/2022	255	12/22/2021	314
10/22/2022	10	8/21/2022	72	6/20/2022	134	4/20/2022	195	2/18/2022	256	12/21/2021	315
10/21/2022	11	8/20/2022	73	6/19/2022	135	4/19/2022	196	2/17/2022	257	12/20/2021	316
10/20/2022	12	8/19/2022	74	6/18/2022	136	4/18/2022	197	2/16/2022	258	12/19/2021	317
10/19/2022	13	8/18/2022	75	6/17/2022	137	4/17/2022	198	2/15/2022	259	12/18/2021	318
10/18/2022	14	8/17/2022	76	6/16/2022	138	4/16/2022	199	2/14/2022	260	12/17/2021	319
10/17/2022	15	8/16/2022	77	6/15/2022	139	4/15/2022	200	2/13/2022	261	12/16/2021	320
10/16/2022	16	8/15/2022	78	6/14/2022	140	4/14/2022	201	2/12/2022	262	12/15/2021	321
10/15/2022	17	8/14/2022	79	6/13/2022	141	4/13/2022	202	2/11/2022	263	12/14/2021	322
10/14/2022	18	8/13/2022	80	6/12/2022	142	4/12/2022	203	2/10/2022	264	12/13/2021	323
10/13/2022	19	8/12/2022	81	6/11/2022	143	4/11/2022	204	2/9/2022	265	12/12/2021	324
10/12/2022	20	8/11/2022	82	6/10/2022	144	4/10/2022	205	2/8/2022	266	12/11/2021	325
10/11/2022	21	8/10/2022	83	6/9/2022	145	4/9/2022	206	2/7/2022	267	12/10/2021	326
10/10/2022	22	8/9/2022	84	6/8/2022	146	4/8/2022	207	2/6/2022	268	12/9/2021	327
10/9/2022	23	8/8/2022	85	6/7/2022	147	4/7/2022	208	2/5/2022	269	12/8/2021	328
10/8/2022	24	8/7/2022	86	6/6/2022	148	4/6/2022	209	2/4/2022	270	12/7/2021	329
10/7/2022	25	8/6/2022	87	6/5/2022	149	4/5/2022	210	2/3/2022	271	12/6/2021	330
10/6/2022	26	8/5/2022	88	6/4/2022	150	4/4/2022	211	2/2/2022	272	12/5/2021	331
10/5/2022	27	8/4/2022	89	6/3/2022	151	4/3/2022	212	2/1/2022	273	12/4/2021	332
10/4/2022	28	8/3/2022	90	6/2/2022	152	4/2/2022	213	1/31/2022	274	12/3/2021	333
10/3/2022	29	8/2/2022	91	6/1/2022	153	4/1/2022	214	1/30/2022	275	12/2/2021	334
10/2/2022	30	8/1/2022	92	5/31/2022	154	3/31/2022	215	1/29/2022	276	12/1/2021	335
10/1/2022	31	7/31/2022	93	5/30/2022	155	3/30/2022	216	1/28/2022	277	11/30/2021	336
9/30/2022	32	7/30/2022	94	5/29/2022	156	3/29/2022	217	1/27/2022	278	11/29/2021	337
9/29/2022	33	7/29/2022	95	5/28/2022	157	3/28/2022	218	1/26/2022	279	11/28/2021	338
9/28/2022	34	7/28/2022	96	5/27/2022	158	3/27/2022	219	1/25/2022	280	11/27/2021	339
9/27/2022	35	7/27/2022	97	5/26/2022	159	3/26/2022	220	1/24/2022	281	11/26/2021	340
9/26/2022	36	7/26/2022	98	5/25/2022	160	3/25/2022	221	1/23/2022	282	11/25/2021	341
9/25/2022	37	7/25/2022	99	5/24/2022	161	3/24/2022	222	1/22/2022	283	11/24/2021	342
9/24/2022	38	7/24/2022	100	5/23/2022	162	3/23/2022	223	1/21/2022	284	11/23/2021	343
9/23/2022	39	7/23/2022	101	5/22/2022	163	3/22/2022	224	1/20/2022	285	11/22/2021	344
9/22/2022	40	7/22/2022	102	5/21/2022	164	3/21/2022	225	1/19/2022	286	11/21/2021	345
9/21/2022	41	7/21/2022	103	5/20/2022	165	3/20/2022	226	1/18/2022	287	11/20/2021	346
9/20/2022	42	7/20/2022	104	5/19/2022	166	3/19/2022	227	1/17/2022	288	11/19/2021	347
9/19/2022	43	7/19/2022	105	5/18/2022	167	3/18/2022	228	1/16/2022	289	11/18/2021	348
9/18/2022	44	7/18/2022	106	5/17/2022	168	3/17/2022	229	1/15/2022	290	11/17/2021	349
9/17/2022	45	7/17/2022	107	5/16/2022	169	3/16/2022	230	1/14/2022	291	11/16/2021	350
9/16/2022	46	7/16/2022	108	5/15/2022	170	3/15/2022	231	1/13/2022	292	11/15/2021	351
9/15/2022	47	7/15/2022	109	5/14/2022	171	3/14/2022	232	1/12/2022	293	11/14/2021	352
9/14/2022	48	7/14/2022	110	5/13/2022	172	3/13/2022	233	1/11/2022	294	11/13/2021	353
9/13/2022	49	7/13/2022	111	5/12/2022	173	3/12/2022	234	1/10/2022	295	11/12/2021	354
9/12/2022	50	7/12/2022	112	5/11/2022	174	3/11/2022	235	1/9/2022	296	11/11/2021	355
9/11/2022	51	7/11/2022	113	5/10/2022	175	3/10/2022	236	1/8/2022	297	11/10/2021	356
9/10/2022	52	7/10/2022	114	5/9/2022	176	3/9/2022	237	1/7/2022	298	11/9/2021	357
9/9/2022	53	7/9/2022	115	5/8/2022	177	3/8/2022	238	1/6/2022	299	11/8/2021	358
9/8/2022	54	7/8/2022	116	5/7/2022	178	3/7/2022	239	1/5/2022	300	11/7/2021	359
9/7/2022	55	7/7/2022	117	5/6/2022	179	3/6/2022	240	1/4/2022	301	11/6/2021	360
9/6/2022	56	7/6/2022	118	5/5/2022	180	3/5/2022	241	1/3/2022	302	11/5/2021	361
9/5/2022	57	7/5/2022	119	5/4/2022	181	3/4/2022	242	1/2/2022	303	11/4/2021	362
9/4/2022	58	7/4/2022	120	5/3/2022	182	3/3/2022	243	1/1/2022	304	11/3/2021	363
9/3/2022	59	7/3/2022	121	5/2/2022	183	3/2/2022	244			11/2/2021	364
9/2/2022	60	7/2/2022	122	5/1/2022	184	3/1/2022	245			11/1/2021	365
9/1/2022	61	7/1/2022	123								

**Completion Date LATER than November 1, 2022**

Date	# "B" Days	Date	# "B" Days	Date	# "B" Days	Date	# "B" Days	Date	# "B" Days	Date	# "B" Days
11/1/2022	0	1/1/2023	61	3/1/2023	120	5/1/2023	181	7/1/2023	242	9/1/2023	304
11/2/2022	1	1/2/2023	62	3/2/2023	121	5/2/2023	182	7/2/2023	243	9/2/2023	305
11/3/2022	2	1/3/2023	63	3/3/2023	122	5/3/2023	183	7/3/2023	244	9/3/2023	306
11/4/2022	3	1/4/2023	64	3/4/2023	123	5/4/2023	184	7/4/2023	245	9/4/2023	307
11/5/2022	4	1/5/2023	65	3/5/2023	124	5/5/2023	185	7/5/2023	246	9/5/2023	308
11/6/2022	5	1/6/2023	66	3/6/2023	125	5/6/2023	186	7/6/2023	247	9/6/2023	309
11/7/2022	6	1/7/2023	67	3/7/2023	126	5/7/2023	187	7/7/2023	248	9/7/2023	310
11/8/2022	7	1/8/2023	68	3/8/2023	127	5/8/2023	188	7/8/2023	249	9/8/2023	311
11/9/2022	8	1/9/2023	69	3/9/2023	128	5/9/2023	189	7/9/2023	250	9/9/2023	312
11/10/2022	9	1/10/2023	70	3/10/2023	129	5/10/2023	190	7/10/2023	251	9/10/2023	313
11/11/2022	10	1/11/2023	71	3/11/2023	130	5/11/2023	191	7/11/2023	252	9/11/2023	314
11/12/2022	11	1/12/2023	72	3/12/2023	131	5/12/2023	192	7/12/2023	253	9/12/2023	315
11/13/2022	12	1/13/2023	73	3/13/2023	132	5/13/2023	193	7/13/2023	254	9/13/2023	316
11/14/2022	13	1/14/2023	74	3/14/2023	133	5/14/2023	194	7/14/2023	255	9/14/2023	317
11/15/2022	14	1/15/2023	75	3/15/2023	134	5/15/2023	195	7/15/2023	256	9/15/2023	318
11/16/2022	15	1/16/2023	76	3/16/2023	135	5/16/2023	196	7/16/2023	257	9/16/2023	319
11/17/2022	16	1/17/2023	77	3/17/2023	136	5/17/2023	197	7/17/2023	258	9/17/2023	320
11/18/2022	17	1/18/2023	78	3/18/2023	137	5/18/2023	198	7/18/2023	259	9/18/2023	321
11/19/2022	18	1/19/2023	79	3/19/2023	138	5/19/2023	199	7/19/2023	260	9/19/2023	322
11/20/2022	19	1/20/2023	80	3/20/2023	139	5/20/2023	200	7/20/2023	261	9/20/2023	323
11/21/2022	20	1/21/2023	81	3/21/2023	140	5/21/2023	201	7/21/2023	262	9/21/2023	324
11/22/2022	21	1/22/2023	82	3/22/2023	141	5/22/2023	202	7/22/2023	263	9/22/2023	325
11/23/2022	22	1/23/2023	83	3/23/2023	142	5/23/2023	203	7/23/2023	264	9/23/2023	326
11/24/2022	23	1/24/2023	84	3/24/2023	143	5/24/2023	204	7/24/2023	265	9/24/2023	327
11/25/2022	24	1/25/2023	85	3/25/2023	144	5/25/2023	205	7/25/2023	266	9/25/2023	328
11/26/2022	25	1/26/2023	86	3/26/2023	145	5/26/2023	206	7/26/2023	267	9/26/2023	329
11/27/2022	26	1/27/2023	87	3/27/2023	146	5/27/2023	207	7/27/2023	268	9/27/2023	330
11/28/2022	27	1/28/2023	88	3/28/2023	147	5/28/2023	208	7/28/2023	269	9/28/2023	331
11/29/2022	28	1/29/2023	89	3/29/2023	148	5/29/2023	209	7/29/2023	270	9/29/2023	332
11/30/2022	29	1/30/2023	90	3/30/2023	149	5/30/2023	210	7/30/2023	271	9/30/2023	333
12/1/2022	30	1/31/2023	91	3/31/2023	150	5/31/2023	211	7/31/2023	272	10/1/2023	334
12/2/2022	31	2/1/2023	92	4/1/2023	151	6/1/2023	212	8/1/2023	273	10/2/2023	335
12/3/2022	32	2/2/2023	93	4/2/2023	152	6/2/2023	213	8/2/2023	274	10/3/2023	336
12/4/2022	33	2/3/2023	94	4/3/2023	153	6/3/2023	214	8/3/2023	275	10/4/2023	337
12/5/2022	34	2/4/2023	95	4/4/2023	154	6/4/2023	215	8/4/2023	276	10/5/2023	338
12/6/2022	35	2/5/2023	96	4/5/2023	155	6/5/2023	216	8/5/2023	277	10/6/2023	339
12/7/2022	36	2/6/2023	97	4/6/2023	156	6/6/2023	217	8/6/2023	278	10/7/2023	340
12/8/2022	37	2/7/2023	98	4/7/2023	157	6/7/2023	218	8/7/2023	279	10/8/2023	341
12/9/2022	38	2/8/2023	99	4/8/2023	158	6/8/2023	219	8/8/2023	280	10/9/2023	342
12/10/2022	39	2/9/2023	100	4/9/2023	159	6/9/2023	220	8/9/2023	281	10/10/2023	343
12/11/2022	40	2/10/2023	101	4/10/2023	160	6/10/2023	221	8/10/2023	282	10/11/2023	344
12/12/2022	41	2/11/2023	102	4/11/2023	161	6/11/2023	222	8/11/2023	283	10/12/2023	345
12/13/2022	42	2/12/2023	103	4/12/2023	162	6/12/2023	223	8/12/2023	284	10/13/2023	346
12/14/2022	43	2/13/2023	104	4/13/2023	163	6/13/2023	224	8/13/2023	285	10/14/2023	347
12/15/2022	44	2/14/2023	105	4/14/2023	164	6/14/2023	225	8/14/2023	286	10/15/2023	348
12/16/2022	45	2/15/2023	106	4/15/2023	165	6/15/2023	226	8/15/2023	287	10/16/2023	349
12/17/2022	46	2/16/2023	107	4/16/2023	166	6/16/2023	227	8/16/2023	288	10/17/2023	350
12/18/2022	47	2/17/2023	108	4/17/2023	167	6/17/2023	228	8/17/2023	289	10/18/2023	351
12/19/2022	48	2/18/2023	109	4/18/2023	168	6/18/2023	229	8/18/2023	290	10/19/2023	352
12/20/2022	49	2/19/2023	110	4/19/2023	169	6/19/2023	230	8/19/2023	291	10/20/2023	353
12/21/2022	50	2/20/2023	111	4/20/2023	170	6/20/2023	231	8/20/2023	292	10/21/2023	354
12/22/2022	51	2/21/2023	112	4/21/2023	171	6/21/2023	232	8/21/2023	293	10/22/2023	355
12/23/2022	52	2/22/2023	113	4/22/2023	172	6/22/2023	233	8/22/2023	294	10/23/2023	356
12/24/2022	53	2/23/2023	114	4/23/2023	173	6/23/2023	234	8/23/2023	295	10/24/2023	357
12/25/2022	54	2/24/2023	115	4/24/2023	174	6/24/2023	235	8/24/2023	296	10/25/2023	358
12/26/2022	55	2/25/2023	116	4/25/2023	175	6/25/2023	236	8/25/2023	297	10/26/2023	359
12/27/2022	56	2/26/2023	117	4/26/2023	176	6/26/2023	237	8/26/2023	298	10/27/2023	360
12/28/2022	57	2/27/2023	118	4/27/2023	177	6/27/2023	238	8/27/2023	299	10/28/2023	361
12/29/2022	58	2/28/2023	119	4/28/2023	178	6/28/2023	239	8/28/2023	300	10/29/2023	362
12/30/2022	59			4/29/2023	179	6/29/2023	240	8/29/2023	301	10/30/2023	363
12/31/2022	60			4/30/2023	180	6/30/2023	241	8/30/2023	302	10/31/2023	364
								8/31/2023	303	11/1/2023	365

## **Appendix B1 -- FEDERAL CONTRACT NOTES / DBE CONDITIONS**

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating	102.08 Preparation and Delivery of Proposals
102.13 Irregular Bid Proposals	102.14 Disqualification of Bidders
102.09 Bid Proposal Guaranty	

### **CIVIL RIGHTS ACT OF 1964**

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **SECOND TIER SUBCONTRACTS**

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE’s, second tier subcontracts will only be permitted where the other Subcontractor/Subconsultant is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

It is the policy of the Kentucky Transportation Cabinet (“the Cabinet”) that Disadvantaged Business Enterprises (“DBE”) shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, subconsultants, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The Design Build Team (DBT) shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The DBT will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the DBT to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

### **DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is the percentage of the total value of the contract.

The DBT shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

### **OBLIGATION OF CONTRACTORS**

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal DBE goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

DBTs are encouraged to use the services of banks owned and controlled by minorities and women.

### **CERTIFICATION OF CONTRACT GOAL**

Contractors shall include a DBE certification statement in Bids for projects containing a DBE goal. The Cabinet will not consider bids submitted without a completed DBE certification percentage for award and will consider the bids non-responsive.

“The bidder certifies that will secure participation by Disadvantaged Business Enterprises (“DBE”) in the amount of \_\_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

**\*The DBE certification percentage statement shall be submitted with the bid/price proposal.\***

### **DBE UTILIZATION PLAN**

The apparent best value bidder shall submit a DBE Utilization Plan within 5 days from the submission of the price proposal. **The project will not be considered for award prior to submission and approval of the bidder’s DBE Utilization Plan.**

The DBE Utilization Plan shall include the following:

\*\*DBE Subcontractors and Subconsultants shall be prequalified and DBE certified at the time of bid opening. Suppliers/brokers shall be certified at the time of bid opening. \*\*

- 1 Name and address of each DBE Subcontractor, Subconsultant, supplier, or broker intended to be used on the project;
- 2 Description of work each Subcontractor and/or Subconsultant is to perform, including their corresponding prequalification work type (contractor) or engineering related prequalification type (consultant); The estimated dollar value of each proposed DBE Subcontractor, Subconsultant, Supplier or Broker, and the percentage of total project contract value this represents. The DBE participation may be counted as follows:
  - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.



- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
  - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 3 The DBE Utilization Plan shall be signed and dated by the Lead Contractor of the DBT.

Changes to DBE Utilization Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

If the DBE Utilization Plan submitted prior to award by the apparent best value bidder does not meet or exceed the DBE contract goal, the apparent best value bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set (hard copy along with an electronic copy) of this information must be received in the Division of Construction Procurement no later than 12:00pm (prevailing time) of the tenth calendar day after receipt notifying the DBT of being the apparent best value bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

## **FAILURE TO MEET GOOD FAITH REQUIREMENT**

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office of Civil Rights and Small Business Development to give notification of the bidder's inability to obtain DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the DBT might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors/subconsultants to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

Where the apparent best value bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent best value bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next apparent best value bidder or to rebid the contract in the event that the contract is not awarded to the apparent best value bidder as the result of a failure to meet the good faith requirement.

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

Failure by the Design Build Team to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the DBT accountable, as would be the case with all other contract provisions. Therefore, the DBT's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the DBT in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

### **PROMPT PAYMENT**

The Design Build Team is required to pay the DBE subcontractor, subconsultant, supplier or broker within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

## **CONTRACTOR REPORTING**

The Design Build Team must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE goal on the Contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. The lead contractor and designer of the DBT will be required to complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor, subconsultant, supplier or broker utilized to meet a DBE goal. Information that needs to be reported on the form includes date the payment is sent to the DBE, check number, Contract ID, and the amount of payment. These documents must be completed and signed within 7 days of being paid by the Cabinet.

The DBT must certify that all payments were made to all DBE subcontractors, DBE subconsultants, DBE suppliers, and/or DBE brokers prior to final payment on this contract.

### **\*\*\*\*\* IMPORTANT\*\*\*\*\***

Please mail the original, signed and completed TC(18-7) Affidavit of Subcontractor Payment form and all copies of checks for payments listed above to the following address:

Office of Civil Rights and Small Business Development  
6<sup>th</sup> Floor West 200 Mero Street  
Frankfort, KY 40622

The DBT should notify the Kentucky Transportation Cabinet - Office of Civil Rights and Small Business Development seven (7) days prior to **any** DBE (including suppliers and brokers) commencing work on the project. Mr. Melvin Bynes is the current contact in the Office of Civil Rights and Small Business Development. Mr. Bynes' current contact information is: email address - [melvin.bynes2@ky.gov](mailto:melvin.bynes2@ky.gov) and office telephone (502) 564-3601.

## **DEFAULT OR DECERTIFICATION OF THE DBE**

If the DBE subcontractor, subconsultant, supplier or broker is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the Design Build Team may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the DBT is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

9/4/2019

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Boone County.

## **PROJECT WAGE RATES – LOCALITY 4 / FEDERAL**

The contractor shall use the Davis Bacon Act Wage Determinations for highway construction (WD #KY20190039) that are effective 10 calendar days prior to the submission of price proposal. The project wage determinations can be found at the following link.

[https://beta.sam.gov/search?index=wd&date\\_filter\\_index=0&date\\_rad\\_selection=date&wdType=dbra&construction\\_type=Highway&state=KY&page=1](https://beta.sam.gov/search?index=wd&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Highway&state=KY&page=1)

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

### **PREVAILING WAGE SCHEDULE:**

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

### **OVERTIME:**

Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622  
502-564-3500

## **Appendix G - RAILROAD**

**Appendix G1 -- Railroad Construction Agreement**  
***(Draft Copy)***



BOONE COUNTY  
FD52 008 84338 01U; IM STP 0757 (144)  
KY 338/US 25 (RICHWOOD DRIVE) UNDER CNO&TP  
NS FILE NUMBER BR0129396 NS MP# 16.96 CNO&TP  
ITEM NO. 06-18.00

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter called the "Department", Party of the First Part, and The Cincinnati, New Orleans, and Texas Pacific Railway Company, 1200 Peachtree Street, Atlanta, Georgia 30309, Party of the Second Part, hereinafter called the "Company".

WITNESSETH, THAT:

WHEREAS, in the interest of public safety and convenience, the Department intends to construct a certain railway overpass structure that carries the tracks of Company over KY 338, as indicated on Department's Plans of Proposed Project marked for identification as Boone County, FD52 008 84338 01U, said plans being attached hereto and made a part hereof; and

WHEREAS, the right of way for the proposed overhead structure of KY 338 will pass under and include certain private right of way owned by the Company upon which it has heretofore constructed and is now maintaining its railway tracks and other facilities over which certain rights and privileges are desired by Department for the construction and maintenance of the project, which rights and privileges Company is willing to grant subject to the terms and conditions hereinafter set forth; and

WHEREAS, this project was authorized and contract to be in the amount of \$XXXXX.XX;  
and

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 - The Company, to the extent that its present right, title and interest permits or enables it so to do and without warranty, herein grants to Department easements as shown on Department's plans, attached hereto and made a part hereof, to construct and maintain said grade separation structures and approaches thereto, crossing the right of way and tracks of the Company at the locations shown in accordance with this agreement, plans and specifications, approved by the Department and Company.

Company, insofar as it has the right so to do, will, by separate deed of easement grant and convey, without warranty to Department, easements for the construction and maintenance of said highway facilities to be built wholly or partly on Company's property as shown on the aforesaid plans. Said easements, by prior mutual agreement between the parties hereto, to be identified and distinguished as exclusive and nonexclusive easements. Department shall furnish to and for Company's Chief Engineer's review and approval, descriptions and plat plans for said exclusive and nonexclusive easements; provided, however, that the price to be paid by Department to Company for said easements (representing the fair market value thereof) shall be as mutually agreed upon.

The deed of easement shall further provide that said highway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the Special Notes contained in this agreement, and the Plans of Proposed Project for the said improvements.

Agreement and plans are to be on file in the respective offices of the said parties; and the Special Notes of the said agreement shall survive the delivery of the deed of easement with the exception of the land therein. It is the intent of the parties to convey to the Department the identical easements, which the Department could acquire through an eminent domain proceeding.

Company shall have no claim whatsoever against the Department for, or on account of, railway right of way used within limits of the area thereof over and upon which said overhead structure and approaches are proposed to be constructed, as shown upon said plans, in connection with the construction of said proposed project. Legal title and ownership in any structure included in this project erected by the Department on this easement shall be in the Department.

Upon the date of acceptance of said project by the Department, any rights granted by temporary construction easements which may be herein granted shall be extinguished.

SECTION 2 - Detailed plans, estimates of cost, general and special specifications necessary for construction of the highway and overhead structure have been or shall be prepared by the Department and Company at the expense of the Department. All plans and specifications affecting the Company's interest shall be subject to approval by the Company.

SECTION 3 - No change in the plans or specifications shall be made by either party affecting the interests of the other without written consent of the affected party.

SECTION 4 - The parties hereto shall do or cause to be done the following items of work:

A. Work by Company:

Provide preliminary & construction engineering and accounting, flagging services and communications changes, [other scope details], as included in estimate dated XXXXX, attached hereto and marked as Exhibit "A".

All services of flagmen, watchmen, or similar protective services occasioned by the operations of Department or any contractor of Department shall be furnished by Company utilizing Company personnel and/or one or more contractors of Company, and Department shall reimburse Company for the cost of such services in accordance with the "Special Notes for Protection of Railway Interest," designated as Exhibit "B", attached hereto and made a part hereof.

B. Work by the Department or Department's Contractor:

All other work necessary for the construction of structures and approaches thereto.

It is estimated that the cost of work by Company will not exceed XXXXXXXX dollars (\$XXXX.XX) as shown by the estimate dated XXXXXX designated as Exhibit "A", attached hereto and made a part hereof; however, the reimbursement to the Company will be in the amount of the actual cost of said work. It being further understood that should the cost of materials or labor increase sufficiently over the estimated values in advance of starting work to create an overrun, Company shall have the right to so advise Department who shall, upon approval of said change order, issue a change order to cover the overrun or cancel the project.

Company will do all work to be performed by its regular construction and maintenance forces or by one or more contractors paid under contract let by Company. Department will reimburse the Company for the actual cost of said work plus the cost of accounting in accordance with the regulations as set out in Federal Highway Administration's Federal-Aid Policy Guide, 23 CFR 140 I, and supplements and amendments thereto. Company may submit force account estimates or bills monthly, and such bills will be paid by Department within a reasonable time after the receipt thereof. Errors on monthly bills shall not be cause for withholding payment, but such errors shall be corrected as soon as possible or on a subsequent or final bill. All accounts which support bills rendered shall be subject to audit by a representative of Department and shall be retained for such purposes for a period of three (3) years after payment of the final voucher. Accounts must be kept by Company in such a manner that they may be readily audited and actual cost readily determined.

SECTION 5 - The proposed project will consist of the separation of existing grade crossing DOT# 915965N, which is equipped with active warning devices, by way of construction of an overhead structure and approaches thereto to carry Company's railroad tracks over Department's highway. The new structure is to be owned and maintained by the Department. Therefore, it has been determined that this construction falls within the Federal Highway Administration's Federal-Aid Policy Guide, 23 CFR 646, Subpart B, and supplements and amendments thereto, and Company's contribution toward the cost of this project shall be 5%, as defined in 23 CFR 646.210(c)(1), as shown in the estimate.

SECTION 6 - All work herein provided to be done by the Department's contractor on the right of way of the Company shall be done in a manner satisfactory to the Chief Engineer of Company, or his authorized representative, and shall be performed at such times and in such manner as not to interfere unnecessarily with the business of the Company. Department agrees to require its contractor to use all reasonable care and precaution in order to avoid accident, damage or unnecessary delay or interference with Company's property.

SECTION 7 - Department shall require its contractor or contractors, upon completion of work of such contractors, to remove from within the limits of the right of way of Company all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor, and to leave the right of way in a neat condition satisfactory to the Chief Engineer of Company, or his authorized representative.

SECTION 8 - Department shall require of any contractor or contractors to whom or to which it may let work to be undertaken hereunder, that in addition to other insurance, the contractor shall carry in the name of and on behalf of Norfolk Southern Railway Company, 1200 Peachtree Street, Atlanta, Georgia 30309, to whom the original policy shall be delivered, insurance described on the Special Notes (Exhibit "B") attached hereto and made a part hereof.

SECTION 9 - Upon completion of the project, the Department shall operate and maintain or cause to be maintained, at its own cost and expense, all highway facilities, including the highway overhead structures, and insofar as the same affects the safety of railway operations, shall be subject to the approval of the Chief Engineer of the Company. Company shall operate and maintain

at its own cost and expense, all railway facilities.

SECTION 10 -In the event that delays or difficulties arise in securing necessary Governmental approvals, or in acquiring necessary right of way or in settling damages or damage claims, which in the opinion of Department render it impracticable to utilize available Governmental funds, then at any time before construction contract is executed or actual construction is started, Department may serve formal notice of cancellation to Company and this agreement shall thereupon become null and void. Provided, however, that Company shall not be obligated to commence any of the work to be undertaken by it hereunder until notified in writing by Department to proceed and shall have received assurance from Department that the project has been approved by all necessary Governmental authorities.

If any term or provision, or any part of any term or provision of this agreement is held to be unenforceable, it shall be severed as narrowly as possible, and the remaining terms and provisions shall be enforced in accordance with the tenor of this agreement.

SECTION 11 - The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." 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 Agreement 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 Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Company 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

SECTION 12 - 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. (See Attachment)

SECTION 13 - KRS 45A.480 requires the Company to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, the Company agrees that all contractors and subcontractors employed, or to be employed in connection with this Agreement shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.

SECTION 14 - To the extent applicable to this agreement, the Company shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. The Company is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the



accommodation or relocation of the Company's facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow the Company to furnish materials from company stock (as specified in 23 CFR 645.117(e)). Company stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. The Company must provide a definitive statement that all products, permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis. If the accommodation or relocation of the Company's facilities uses only State or local funding, the Buy America requirements do not apply.

SECTION 15 - The Commonwealth of Kentucky and the Cabinet are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, the Company agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.

SECTION 16 - The Cabinet may terminate this Agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the

Agreement. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the Agreement.

SECTION 17 - The Company affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any Agreement awarded. The Company shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

SECTION 18 - The Cabinet reserves the right in its sole discretion to demand that the Company and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this Agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Company in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.

SECTION 19 - This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky except where federal law has precedence. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

SECTION 18 - This agreement shall be binding upon the parties hereto, their respective successors and assigns.

AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read the Agreement, and agree to the terms and conditions. The Company warrants that the Company facilities exist and require active Company participation on behalf of the Company. The required services are reimbursable.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

This the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET APPROVALS

Approval of the Division of Right of Way and Utilities

SIGNATURE: \_\_\_\_\_  
Dean Loy, Director

Approval of the Utilities & Rails Branch

SIGNATURE: \_\_\_\_\_  
TEBM – Utilities and Rails  
DATE: \_\_\_\_\_

Approved Form and Legality

SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
Office of Legal Services

Approval of Company

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Boone County  
KY 338/US 25 under CNO&TP  
Item No. 06-18.00  
CNO&TP

DRAFT

Boone County  
KY 338/US 25 under CNO&TP  
Item No. 06-18.00  
CNO&TP



Steven L. Beshear  
Governor

Commonwealth of Kentucky  
Finance and Administration Cabinet  
**OFFICE OF THE SECRETARY**  
Room 383, Capitol Annex  
702 Capital Avenue  
Frankfort, KY 40601-3462  
(502) 564-4240  
Fax (502) 564-6785

Lori H. Flanery  
Secretary

**SECRETARY'S ORDER 11-004**

**FINANCE AND ADMINISTRATION CABINET**

**Vendor Document Disclosure**

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

**WHEREAS**, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

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investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

- III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:
  - a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
  - b., Terminating the vendor's contract; or
  - c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.



**Appendix G2 -- Railroad Right of Entry**  
***(To be provided after Contract Award)***



## **Appendix I1 -- Overall Notes (all 3 Projects)**

Appendix		SPECIAL NOTES	6-14 Mt. Zion Road	6-18 Richwood Road	6-20002 I-75 Rehab	Comments
I1	1-125	National Highway	x	x	x	
I1	1-126	Significant Project	x	x	x	
I1	1-132	Asphalt Mixtures	x	x	x	
I1	1-134	DGA Base	x	x	x	
I1	1-126	DGA Base for shoulders	x	x	x	
I1	1-160	Compaction Option A	x	x	x	
I5	1-175	Critical Path Method (CPM)	Use alt note	Use alt note	Use alt note	
I1	1-296	Waste and Borrow Sites	x	x	x	
F4	1-732	Standard Gas Bid item descriptions	x	x		
F5	1-734	Standard Water Bid item descriptions	x	x		
F6	1-736	Standard Sewer Bid item descriptions	x	x		
I1		Special Note for Erosion Control	x	x	x	
I1	1-943	BMP-KPDES Special Note-Draft NOI	x	x	x	
I1	1-3050	Pipeline Inspection	x	x	x	
I1	1-3060	Intelligent Compaction of Asphalt Mixtures	x	x	x	
I1	1-3061	Intelligent Compaction of Aggregate Bases & Soils	x	x	x	
I1	1-3062	Paver Mounted Temperature Profiles	x	x	x	
I1	1-98312	Guardrail Delivery Verification Sheet	x	x	x	
B2	4-100	Insurance (included in Appendix B2)	x	x	x	
I1	1I	Portable Changeable Message Signs	x	x	x	
I1	11C	Drilled Shafts	x	x	x	
I1	11F	Turf Reinforcing Mat	x	x	x	
I1	11N	Longitudinal Pavement Joint Adhesive	x	x	x	
I1		Barcodes on Permanent Signs	x	x	x	
I4		SN for Non-tracking Tack Cost	x	x	x	
I1		Special Provision 69 Embankment at Bridge End Structures	x	x	x	
I1		Before You Dig	x	x	x	
I4		Asphalt Milling & Texturing			x	
I1		Inlaid Pavement Markers	x	x	x	
I4		Fine Milling			x	
I1		HMA Electronic Delivery Management System	x	x	x	
I4		Typical Sections Dimensions			x	

Appendix		SPECIAL NOTES	6-14 Mt. Zion Road	6-18 Richwood Road	6-20002 I-75 Rehab	Comments
I3		<del>Building Removal</del>	<del>in plans</del>	*		
I3		Railroad Construction (aggregate note)		x		
I3		Repairs for I-71/I-75 Bridge		x		Updated
I3		Traffic Data Station Relocation			x	Included in Proposal Plans
I3		Sound Barrier Walls	x	x		
I3		Centrifugally Cast Concrete Pipe Liner		x		Includes specs
I3		Construction for Fire Station		x		Consent & Release
I3		Lighting and Temporary Lighting		x		
I1		No Blasting	x	x	x	
I3		Stormwater Basins		x		
F1		General Utility Notes and Instructions	x	x		
F4		Gasline Relocations Specifications	x	x		
F5		Waterline Relocations Specifications	x	x		
F6		Sewer Relocations Specifications		x		
F8		Electric and Communications Ducts	x	x		
I3		Accelerated Cement Subgrade Stabilization	x	x		
I3		Cellular Concrete Fill		x		
I3		Colored Concrete		x		Finalize locations
I3		EPS Foam Block Embankment		x		
I3		MSE Retaining Walls		x		
I3		Soil Nail Wall QC Inspection		x		
I3		Spot Subgrade Stabilization	x	x		
I4		Fiber Reinforcement of HMA			x	
I4		PVC Liner			x	
I4		Traffic Signal Loop Detectors			x	
I4		Replacing Expansion Dams and/or Installing Armored Edges for Concrete on Bridges			x	
I3		Special Note for Crushed Stone Base - Modified		x		
I3		Special Note for Alternates to Crushed Stone Base - Modified		x		
I3		Special Note for Innovative Intersection Openings	x	x		
I3		Special Note for Parcel #315		x		
I3		Special Note for Gas Line Profiles	x	x		

## **Appendix I3 -- KY 338 Notes**

**INFRA: Design-Build**  
**Special Note for Parcel # 315**

The design build team shall be aware that parcel number 315 at the TA truck-stop will not be available until the right of way clearance date 3/1/2020. While right of entry for the parcel may be obtained sooner than the right of way clearance date, removal of underground storage tanks by the KYTC demolition contractor will not be complete until the right of way clearance date. Contract time shall not be extended due to the length of time required for underground storage tank removal unless access to the parcel is denied beyond 3/1/2020 and delays are caused to the controlling item of the critical path schedule. In the event this circumstance occurs KYTC will consider an extension of Contract time according to section 108.07 of the Standard Specifications.

The design build team shall also be aware that the backfill constructed during removal of the underground storage tanks will be consist of number 57 stone. The design build team will likely need to excavate through this number 57 stone during construction of the cross sections in that area. The design build team shall ensure that the number 57 stone maintains the appropriate slope during excavation and shall cover the exposed #57 slope approximately 2 feet of dirt material and stabilize it with erosion control measures.

**INFRA: Design-Build**  
**Special Note for Gas Line Profiles**

The gas line profiles included with the gas line relocation plans distributed with Addendum 4 do not account for any other underground elements. Through the final design process of the project, the design build team shall be responsible to finalize the gas line profiles for both 6-14 and 6-18 through to account for existing underground elements and for underground elements that will be constructed with the project.