

PART 7
ENCROACHMENT PERMIT



Matthew G. Bevin
Governor

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Department of Highways, District 6 Office
421 Buttermilk Pike
Covington, Kentucky 41017
(859) 341-2700
www.transportation.ky.gov/

Greg Thomas
Secretary

March 9, 2017

City of Independence
5409 Madison Pike
Independence, Kentucky 41051

Subject: Permit #: 06-2017-00267
Permit Type: Other - Miscellaneous
Approval

Dear Applicant:

Attached is your permit approval and documentation for the subject permit.

Be advised that all work must be done in conformity with permit and application conditions. If you have any questions, please contact the Permits Section at this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Bogen".

Matthew Bogen
D6 Permits - Supervisor

Attachments



An Equal Opportunity Employer M/F/D



Kentucky Transportation Cabinet
 Department of Highways
 Division of Maintenance
 Permits Branch

TC 99-1 (B)
 03/2016
 Page 1 of 1

ENCROACHMENT PERMIT

KEPT No.: 06-2017-00267

Permittee: City of Independence

Permit Type / Subtype: Other / Miscellaneous

Work Completion Date: 2/20/2018

INDEMNITIES		
Type	Amount Required	Tracking Number
Performance Bond	\$0.00	
Cash/Check	\$0.00	
Self-Insured	\$0.00	
Payment Bond	\$0.00	
Liability Insurance	\$0.00	

This permit has been: APPROVED DENIED

Matthew Bogen	D6 Permits - Supervisor	3/9/2017
SIGNATURE	TITLE	DATE

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

LOCATION(S)			
Description	County - Route	Latitude	Longitude
Sidewalk reconstruction	Kenton - KY 17 X	38.943581	-84.544380

NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

PERMITEE

Name: City of Independence
Contact Person:
Address: 5409 Madison Pike
City: Independence
State: Kentucky
Zip: 41051
Telephone: (859) 356-5302

PROJECT IDENTIFICATION

Permit Number: 06-2017-00267

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

Applicant

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

Please Return to: Permit Engineer
Department of Highways, District 6 Office
421 Buttermilk Pike
Covington, Kentucky 41017
(859) 341-2700
www.transportation.ky.gov/

LOCATION(S)			
Description	County - Route	Latitude	Longitude
Sidewalk reconstruction	Kenton - KY 17 X	38.943581	-84.544380



Kentucky Transportation Cabinet
Department of Highways
Permits Branch

TC 99-1 (A)
1/2015
Page 1 of 4

APPLICATION FOR ENCROACHMENT PERMIT

Permittee Information				KYTC No. <u>06-2017-00267</u>			
Name	City of Independence, Kentucky			Permit Information			
Address	5409 Madison Pike			Address	Madison Pike		
City	Independence			City	Independence		
State	KY	Zip	41051	State	KY	Zip	41051
Phone#	(859) 356-5302			County	Kenton		
Contact	Chris Moriconi			Route No.	17X	Mile-Point	1.0
Phone	(859) 356-5302	Cell		Longitude (X)	-84.544414		
Email	cmoriconi@cityofindependence.org			Latitude (Y)	38.943353		
Contact	Marty Hellmann			Information below to be filled out by KYTC			
Phone	859-525-0544	Cell		<input type="checkbox"/> Air Right	<input type="checkbox"/> Entrance		
Email	mhellmann@ctconsultants.com			<input type="checkbox"/> Utilities	<input checked="" type="checkbox"/> Other:	<u>Sidewalks</u>	
				<input checked="" type="checkbox"/> Left	<input checked="" type="checkbox"/> Right	<input type="checkbox"/> X-Ing	
Access:				<input checked="" type="checkbox"/> Full	<input type="checkbox"/> Partial	<input checked="" type="checkbox"/> by Permit	

General Description of Work:

The project is the replacement of sidewalks on both sides of Madison Pike in Independence, Kentucky (SR 17) with the addition of marked crosswalks and ADA compliant curb ramps. The limits are from a point just north of McCullum Road on the north terminus to Locust Lane on the south terminus (please see the attached location map and concept plan). The length of the project is 2,200 feet. There is 1300' of sidewalk on the west side (Big Bone Turnpike to Locust Lane) and 900' on the east side (Klette Road to Locust Lane). This portion of Madison Pike has the Kenton County Courthouse and St. Cecilia Church and school located within the project limits. This is a replacement project, and will also include raised vertical curb, pedestrian crossings, and ADA curb ramps.

APPROVED

THE UNDERSIGNED PERMITTEE(S) (being duly authorized representative(s) or owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS ON THE TC 99-1 (A).

MAR 09 2017

Signature

Date

KYTC District 6

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



APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability Insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.



APPLICATION FOR ENCROACHMENT PERMIT

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____ subscribed and sworn by _____, on this date _____.

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

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

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

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

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



Kentucky Transportation Cabinet
Department of Highways
Permits Branch

TC 99-1 (A)
1/2015
Page 4 of 4

APPLICATION FOR ENCROACHMENT PERMIT

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

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

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

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



letter of transmittal

to: Kentucky Transportation Cabinet
 District Six
 421 Buttermilk Pike
 Fort Mitchell, KY 41017

date: 01/26/17 job no. 150595
 attn: Matt Bogen
 re: Madison Pike Sidewalk, Independence

we are sending you

attached shop drawings prints plans
 under separate cover via _____ the following items: specifications
 samples copy of letter _____ change order(s)

copies	date	no.	description
1	01/26/17		Encroachment Permit
1	01/26/17		11x17 Set of Plans

these are transmitted as checked below:

- for approval for your use as requested for review & comment
- approved as submitted approved as noted returned for correction for bids due _____
- resubmit submit return corrected prints prints returned after loan to us
- copies for approval copies for distribution

remarks:

copy to:

signed:

If enclosures are not as noted, kindly notify us at once.



ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

Permit No. 06-2017-00267

I. SAFETY

A. General Provisions

- All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual.
- All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.
- No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the Manual on Uniform Traffic Control Devices.
- When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9:00 AM and 3:00 PM
- The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
- No nonconstruction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.
- The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

B. Explosives

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

C. Other Safety Requirements

- Keep pavement drop-off to a minimum during construction. Traffic signs, crosswalk markings, etc. shall meet MUTCD standards.

II. UTILITIES *Applies to Fully Controlled Access Highways ONLY

- *All work necessary within the right of way shall be performed behind a temporary fence erected prior to a boring operation.
- *The temporary woven wire fence shall be removed immediately upon completion of work on the right of way, and the control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.
- *All vents, valves, manholes, etc., shall be located outside of the right-of-way.
- *Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
- The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42 inches deep.

II. UTILITIES (Continued)

- Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
- Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of ~~30-inch~~ ^{36"} cover above top of pipe or conduit.
- All pavement cuts shall be restored per Kentucky Transportation Cabinet form TC 99-13.
- Aerial crossing of this utility line shall have a minimum clearance of _____ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Fahrenheit).
- The 30-foot clear zone requirement shall be met to the extent possible in accordance with the Permits Manual.
- Special requirements:

Minimum cover for utilities is 42" under roadway and between ditchlines, 36" in other areas.

III. GENERAL

A. OSHA

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

B. Archaeological

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

C. Utilities in the Work Areas

- The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department.
- All existing manholes and valve boxes shall be adjusted to be flush with finished grade.

D. Environmental

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

Websites

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

Inspectors for KPDES KYR10 at www.KEPSC.org

IV. RIGHT OF WAY RESTORATION

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

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

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

- Two tons of clean straw mulch per acre of seeding.
- Prior to seeding, the ground shall be prepared in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- Substitutes for sod such as artificial turf, rock mulch, or paved areas may be acceptable if they are aesthetically pleasing.
- All ditch-flow lines and all ditch-side slopes shall be sodded.
- Existing concrete right of way markers shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee, with new concrete markers to match the original markers, in accordance with Kentucky Department of Highways Standard Drawings. Markers that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department.
- Other right of way restoration requirements are as follows:

V. DRAINAGE

- All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating in accordance with Department Standard Specifications for Road and Bridge Construction (latest edition). Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill.
- All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along with curbs or in entrance areas or other paved areas within the right of way shall not be acceptable.
- All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to Department specifications and shall be constructed in accordance with the Department Standard Drawings. Type required:

Any negative impact to existing drainage features shall be corrected by applicant to KYTC standards.

VI. Paving

- No bituminous pavement shall be installed within the right of way between November 15 and April 1, nor when the temperature is below 40 degrees Fahrenheit, without the express consent of the Department. No bituminous pavement shall be installed when the underlying course is wet.
- Paving within the right of way shall be as follows:
 - Base (Type) SEE PLAN (Thickness) SEE PLAN
 - Surface Base (Type) SEE PLAN (Thickness) SEE PLAN
 - Finished Surface (Type) SEE PLAN (Thickness) SEE PLAN
- Existing pavement and shoulder material shall be removed to accommodate the above paving specifications.
- The finished surface of all new pavement within the right of way shall be true to the required slope and grade, uniform in density and texture, free of Irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department of Highways.
- All materials and methods of construction, including base and subgrade preparation, shall be in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- 24 hours notice to the Department is required prior to beginning paving operations.
 Phone: 859-341-2700 Name: Matt Bogen
- To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
- Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with Kentucky Department of Highways Standard Specifications (latest edition), shall be applied between new and existing pavements.

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

A. New Sidewalks

- Sidewalks shall be constructed of Class A concrete (3,500 p.s.i. test), shall be * 5 feet in width, 6 inches in thickness across the bituminous entrance, and 4 inches in thickness across the remaining sections.
- Sidewalks shall have tooled joints not less than 1 inch in depth at four foot intervals*, and 1/2 preformed expansion joints extending entirely through the sidewalk at intervals not to exceed 50 feet.
- All materials and methods of construction, including curing, shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

B. Existing Sidewalks

- (Applicable if existing sidewalks are being relocated) Use of the sidewalk shall not be blocked or obstructed, and a usable walkway shall be maintained across the construction area at all times.
- All damaged sections of the sidewalks shall be entirely replaced to match existing sections.

VIII. DENSE GRADED SHOULDERS

- Any existing dense-graded aggregate shoulders in the entire frontage within the construction area, which have been disturbed or damaged or on which dirt has been placed or mud has been deposited or tracked, shall be restored to original condition by removal of all contaminated material and replaced to proper grade with new dense-graded aggregate.
- All new aggregate shoulders as specified in the plan shall consist of 5 inches of compacted dense-graded aggregate, 2^{1/2} pounds per square yard of calcium chloride.
- All dense-graded aggregate shoulders shall slope away from the new edge of pavement at the rate of 3/4 inch per foot.

IX. CURBING

A. Bituminous Curbs

- Bituminous concrete curbs shall be given a paint coat of asphalt emulsion.
- The surface under the bituminous concrete curb shall be tacked with asphalt emulsion.
- All bituminous concrete curbs shall be constructed of a Class I bituminous concrete mixture as specified by official Department of Highways specifications.
- All bituminous curbs shall be rolled curb, with a minimum base width of 8 inches and a minimum height of _____ inches. The top of the curb shall be constructed in such a manner as to guarantee a uniform rolled effect throughout the entire run.

B. Concrete Curbs

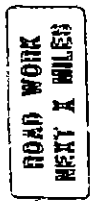
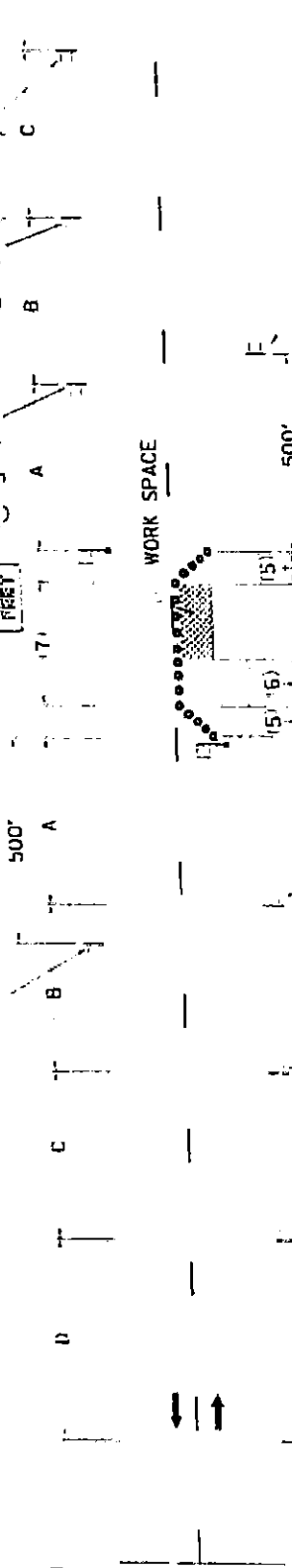
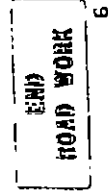
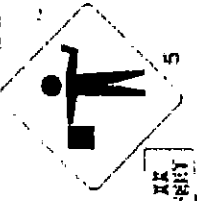
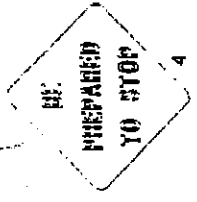
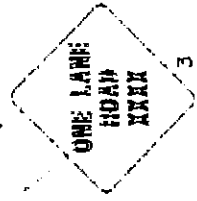
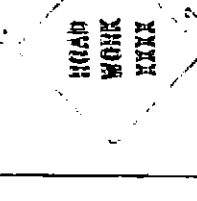
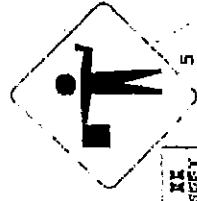
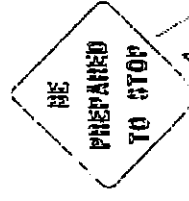
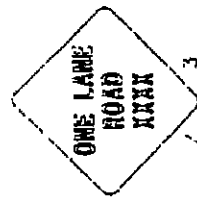
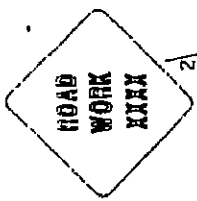
- All curbs or curb and gutter shall be constructed of Class A concrete (3,500 p.s.i. test) and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- All concrete curbs shall be 6 inches in width, extend 6 inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 1/2 inch radii.
- All concrete curbs shall have expansion joints constructed at intervals of not more than 30 feet, and 1/2 inch premolded expansion joint material (cut to conform to the curb or to the curb and gutter section) shall be used in each expansion joint.
- The last 4 feet of all concrete curbs are to be tapered down to finished grade.

X. RIGHT-OF-WAY/FENCE/REPLACEMENT

- The replacement fence shall be a height of at least 48 inches and shall be of sufficient density to contain all animals (if applicable).
- The replacement fence shall be a minimum of 1 foot and a maximum of 2 feet outside the right-of-way line.
- The fence materials and design shall meet accepted industry standards and be treated as paintable.
- The permittee shall be required to maintain the fence in a high state of repair.
- The existing fence shall be removed by permittee and stored at the Department's maintenance storage yard for future reuse by the Department.
- The control of access shall not be diminished as a result of replacement of the fence.
- Miscellaneous:

NOTICE TO PERMITTEE

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



LEGEND

- 1 FLAGGER
- 2 SIGN
- 3 CHANNELIZING DEVICES
- 4 CONES
- 5 DRUMS
- 6 TYPE II BARRICADES
- 7 TUBULAR MARKERS

DRAWING NOT TO SCALE
 USE WITH CURRENT
 STD. DWG TTD-10

KENTUCKY
 DEPARTMENT OF HIGHWAYS
 LANE CLOSURE
 TWO-LANE HIGHWAY
 STANDARD DRAWING NO. TTC-100-02
 APPROVED: [Signature] DATE: 12-2-11
 AUTHORITY: [Signature] DATE: 12-2-11

1. THE SIZE OF SIGNS 2 THRU 5 SHALL BE 48" X 48" (SUPPLEMENTAL PLAQUES SHALL BE 30" X 24") IF THE NORMAL POSTED SPEED LIMIT IS 45 MPH OR GREATER, 36" X 36" SIGNS (WITH 24" X 18" SUPPLEMENTAL PLAQUES) MAY BE USED, SIGN NOS. 1 AND 6 SHALL BE 48" X 24" IF THE NORMAL POSTED SPEED LIMIT IS 45 MPH OR GREATER, OTHERWISE 36" X 18" SIGNS MAY BE USED.
2. THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATIONS SHALL BE LOCATED FAR ENOUGH IN ADVANCE OF THE ACTIVITY AREA SO THAT APPROACHING ROAD USERS WILL HAVE SUFFICIENT DISTANCE TO STOP BEFORE ENTERING THE WORK SPACE (REFER TO TABLE 6C-2 OF THE MUTCD). ILLUMINATION SHALL BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT.
3. DRUMS OR TYPE II BARRICADES SHALL BE USED IN LIEU OF CONES OR TUBULAR MARKERS IF CLOSURE EXTENDS INTO NIGHTTIME HOURS.
4. SIGN NO. 1 SHALL BE INSTALLED AT THE LIMITS OF THE PROJECT WHEN THE CONSTRUCTION ZONE IS LONGER THAN TWO MILES IN LENGTH. THE DISTANCE SHOWN SHALL BE STATED TO THE NEAREST WHOLE MILE.
5. TAPERS SHALL BE 50' (MIN) TO 100' (MAX) IN LENGTH. SPACING OF CHANNELIZING DEVICES SHOULD BE 20' THRU THE TAPER AREAS.
6. BUFFER SPACE (OPTIONAL). IF USED, THE BUFFER SPACE SHOULD BE EXTENDED SO THAT THE TWO-WAY TRAFFIC TAPER IS PLACED BEFORE A HORIZONTAL (OR CREST VERTICAL) CURVE TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGER AND A QUEUE OF STOPPED VEHICLES.
7. SPACING OF CHANNELIZING DEVICES THRU THE ACTIVITY AREA SHOULD BE 80'.
8. FOR LANE CLOSURES DURING DAYLIGHT HOURS WITH ROADWAY WIDTHS FROM 16 TO 20 FEET, CONES SHALL BE USED. IF CHANNELIZING DEVICES CANNOT BE PROVIDED THROUGH THE WORK SPACE AND STILL ACHIEVE A USEABLE PAVEMENT WIDTH IN THE ADJACENT LANE FOR MOTORISTS TO SAFELY TRAVERSE THE WORK ZONE OR WHERE ROAD WIDTHS ARE LESS THAN 16 FEET, THE ROAD SHOULD BE CLOSED TO THROUGH TRAFFIC. LOCAL TRAFFIC SHALL BE MAINTAINED.
9. WHEN NIGHTTIME WORK IS BEING PERFORMED, FLOODLIGHTS SHOULD BE USED TO ILLUMINATE THE WORK AREA.

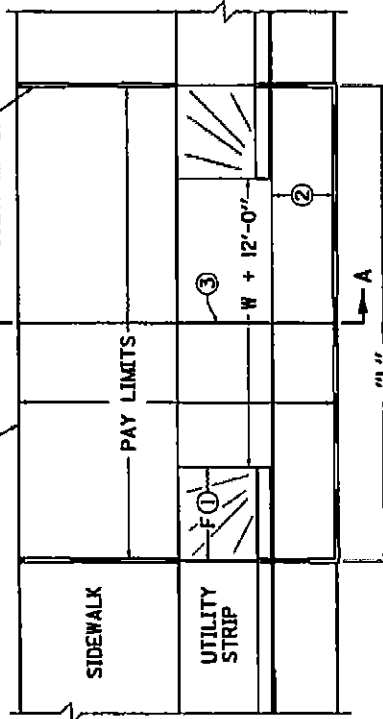
SIGNING AND SPACING TABLE

ROAD TYPE	A	B	C	D	SIGNS REQUIRED
EXPRESSWAY/ FREEWAY	1000'	500'	1100'	2600'	1 THRU 5
SP. L.T. ≥ 45 MPH	500'	500'	500'	1100'	1 THRU 5
SP. L.T. ≤ 40 MPH	250'	250'	250'	250'	1, 3 THRU 5

*NOTE: USE NORMAL POSTED SPEED LIMIT

APPLICATION
 THIS DRAWING APPLIES TO LANE CLOSURES ON TWO-LANE, TWO DIRECTION HIGHWAYS, INCLUDING ROADWAYS WITH WIDTHS FROM 16 TO 20 FEET.

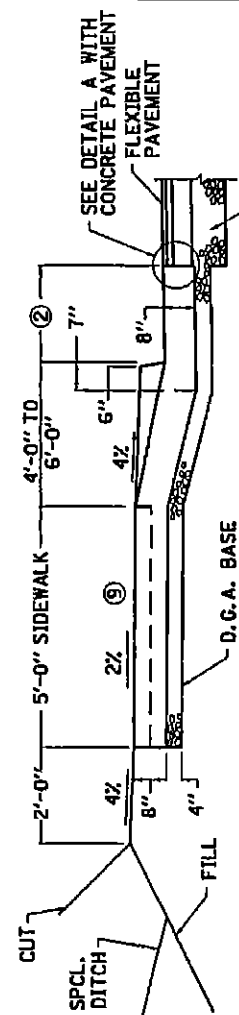
EXP. JOINT REQUIRED WHEN ABUTTING ANOTHER RIGID STRUCTURE



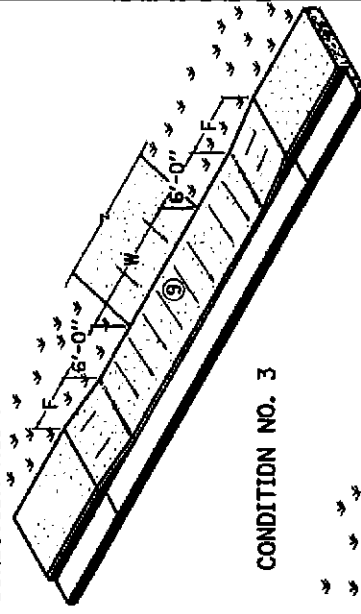
PLAN VIEW

NOTES

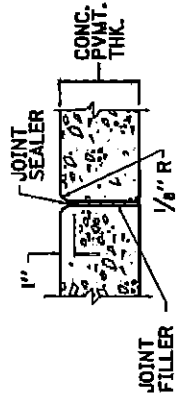
- ① FOR WIDTH "W" AND "L":
RESIDENTIAL - MINIMUM W = 12'-0", MAXIMUM W = 24'-0"; MINIMUM L = 24'-0"; MAXIMUM L = 36'-0"; F = 10'-0"
COMMERCIAL - MINIMUM W = 24'-0", MAXIMUM W = 36'-0"; F = 10'-0"
WHEN MORE THAN TWO LANES ARE REQUIRED, 36'-0" WIDTH MAY BE INCREASED TO RELIEVE INTERFERENCE BETWEEN ENTERING AND EXITING TRAFFIC, AT THE ENGINEER'S DISCRETION
RADIAL RETURNS MAY BE USED ON ENTRANCES. SOME APPLICABLE CASES ARE THE FOLLOWING:
a. ON ENTRANCES EXPECTED TO CARRY HIGH VOLUMES OF TRAFFIC.
b. WHEN ENTRANCE WIDTH IS GREATER THAN 36'.
c. WHEN THE HIGHWAY HAS A POSTED OR OPERATING SPEED OVER 40 MPH.
d. ON A RURAL SECTION WHERE A FLUSH SHOULDER EXISTS.
e. WHERE AN EXCLUSIVE RIGHT TURN LANE IS USED.
- ② 1'-0" OR 2'-0" WITH CONCRETE PAVEMENT, 2'-0" WITH FLEXIBLE PAVEMENT
- ③ WHEN "L" DIMENSION IS GREATER THAN 15'-0" A SAWED AND SEALED JOINT, 1/2" DEEP AND 1/2" WIDE SHALL BE PLACED AT THE CENTER OF THE "L" DIMENSION. WIDE ENTRANCES REQUIRE ADDITIONAL JOINTS. SPACING SHALL NOT EXCEED 15'-0" O.C.
- ④ CLASS "A" CONCRETE OR JOINTED PLAIN CONCRETE PAVEMENT SHALL BE USED IN THE ENTRANCE PAVEMENT.
- ⑤ THE ENTRANCE PAVEMENT SHALL RECEIVE A BROOM FINISH AND SHALL BE CURED THE SAME AS THE MAINLINE PAVEMENT AND/OR SIDEWALK.
- ⑥ THE CONTRACT UNIT PRICE BID PER SQUARE YARD FOR "CEM CONC ENT PAVEMENT-8 IN" SHALL INCLUDE CLASS "A" CONCRETE AND ALL INCIDENTALS NECESSARY TO COMPLETE THE WORK. D.G.A. AND DETECTABLE WARNINGS ARE SEPARATE BID ITEMS.
- ⑦ USE CONDITION NO. 2 OR NO. 3 WHEN LITTLE OR NO UTILITY STRIP IS PROVIDED, AND INCORPORATE FEATURES OF OTHER DESIGNS SHOWN WHERE NOT IN CONFLICT.
- ⑧ PROVIDED THAT ADA GUIDELINES SHOWN IN NOTES ⑨ AND ⑩ ARE FOLLOWED, THE ENGINEER MAY MODIFY THE DESIGN TO BETTER FIT EXISTING CONDITIONS.
- ⑨ 2% CROSS SLOPE MAXIMUM ON SIDEWALK. IF CONDITIONS WARRANT, SIDEWALK MAY BE SLOPED 2% AWAY FROM ROADWAY.
- ⑩ SIDEWALKS SHOULD BE DESIGNED WITH A MAX. GRADE OF 5%. WHERE A SIDEWALK RUNS ALONG A STEEP ROADWAY, THE SIDEWALK GRADE MAY EXCEED 5% IF IT FOLLOWS THE GRADE OF THE ROADWAY, WHERE THE GRADE EXCEEDS 5%, A LEVEL LANDING SHALL BE REQUIRED EVERY 200'.
- ⑪ COMMERCIAL DRIVEWAYS WITH TRAFFIC CONTROL DEVICES REQUIRE ADA SIDEWALK TREATMENTS WITH DETECTABLE WARNINGS.
- ⑫ BID ITEMS AND UNIT TO BID
CEM CONC ENT PAVEMENT-8 IN
DGA BASE
DETECTABLE WARNINGS



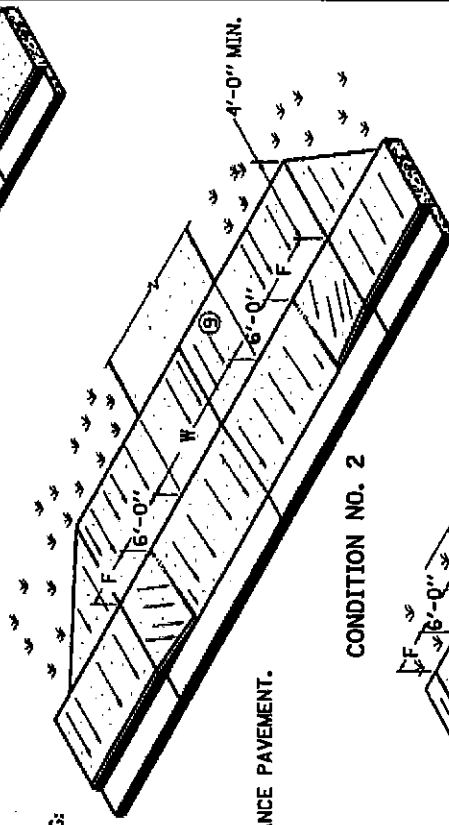
SECTION A-A CONDITION NO. 1



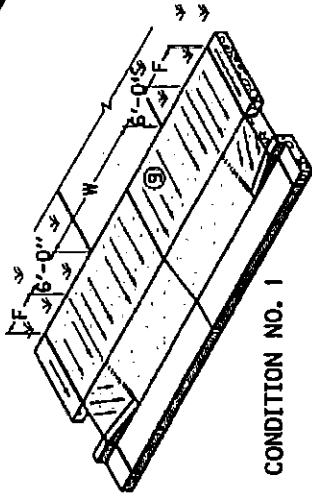
CONDITION NO. 3



DETAIL A



CONDITION NO. 2



CONDITION NO. 1

USE WITH CUR. STD. DWG.
RGX-040

KENTUCKY
DEPARTMENT OF HIGHWAYS
CONCRETE
ENTRANCE PAVEMENT
AND SIDEWALK

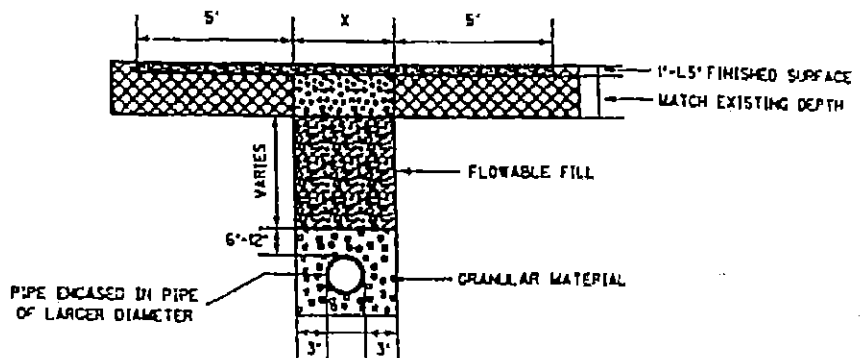
STANDARD DRAWING NO. RPM-150-08
SUBMITTED BY: [Signature]
DATE: 12-20-85
APPROVED BY: [Signature]
DATE: 12-20-85

SURFACE RESTORATION METHODS

Bituminous Surfacing

NOTES:

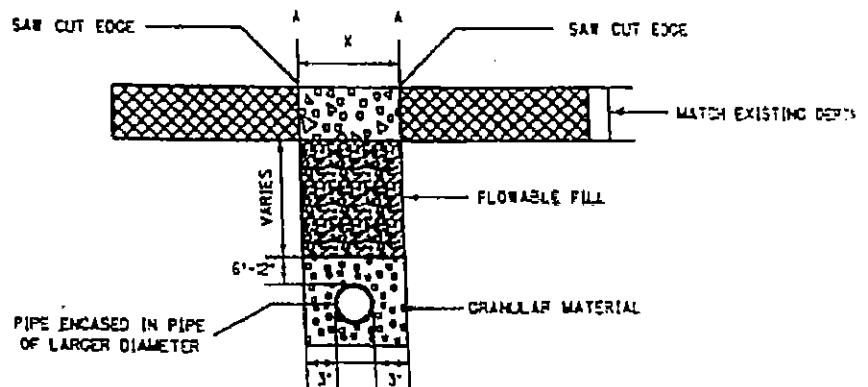
- SURFACE SHALL BE MILLED AND REPLACED 5 FEET PAST EDGE OF TRENCH.
- SURFACE EDGE SHALL BE SAW CUT ON ALL REPAIRS.
- AN APPROVED JOINT SEALER IS TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.



Concrete Pavement

NOTES:

- ALL EDGES SHALL BE SAW CUT AND SEALED WITH APPROVED JOINT SEALER.
- DISTANCE FROM POINTS 'A' (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.



IMPORTANT NOTICE

Federal law requires that traffic control shall be implemented in accordance with MUTCD Standards and KYTC Specifications under the supervision of a Work Zone Traffic Control Supervisor.

A Work Zone Traffic Control Technician shall be available on the jobsite to ensure that the work zone is in compliance with the applicable standards.

If any questions, please contact Matt Bogen at (859) 341-2700.

IMPORTANT NOTICE

Federal law requires that High
Visibility Class 2 or Class 3
retroreflective safety apparel that
meets ANSI/ISEA 107-2004
Standards shall be worn at all times
by anyone working within the KYTC
R/W limits.

Class 3 apparel is required for
flaggers after dark.

If any questions, please contact Matt
Bogen at (859) 341-2700.

all items in warehouse

Install list for all signal items

County: Kenton
Route & Milepoint KY 17X MP 1.0

Cabinets	Master code		Unit Cost	Cost
Components	1 T-01-0220	Solar School Flasher	\$2,275.00	\$2,275.00
			Total	\$2,275.00
Poles	1 T-04-0136	Lighting Pole 30' w/no arm mongoose luminaire	\$789.00	\$789.00
			Total	\$789.00
			FINAL TOTAL	\$3,064.00

PART 8

SPECIAL NOTES AND FORMS

SPECIAL NOTE

For Tree Removal

**Kenton County
LPA Project
Item No. 06-03211**

NO CLEARING OF TREES 3 INCHES OR GREATER (DIAMETER BREAST HEIGHT) FROM JUNE 1- JULY 31

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-7250, for District administered projects; or Mike Jones, (502) 564-2060, for Office of Local Programming administered projects.

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.

Insert Right-Of-Way Form

<http://transportation.ky.gov/Organizational-Resources/Forms/TC 62-226.pdf>



KENTUCKY TRANSPORTATION CABINET
 Department of Highways
 DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226
 Rev. 01/2016
 Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #	COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)		
PROJECT DESCRIPTION							
<input type="checkbox"/> No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception) The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION			
Number of Parcels That Have Been Acquired							
Signed Deed							
Condemnation							
Signed ROE							
Notes/ Comments (Use Additional Sheet if necessary)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name			
Signature				Signature			
Date				Date			
Right of Way Director				FHWA			
Printed Name				Printed Name			
Signature				Signature			
Date				Date			

Insert Utility and Railroad Document

<http://transportation.ky.gov/Right-of-Way-and-Utilities/Guidance%20Documents/UR%209047%20Utilities%20and%20Rail%20Certification%20Note.docx>

[http://transportation.ky.gov/Right-of-Way-and-Utilities/Guidance%20Documents/HSIP%20and%20Maintenance%20Project%20Utilities%20and%20Rail%20Certification%20Note%20\(Revised%206-24-16\).docm](http://transportation.ky.gov/Right-of-Way-and-Utilities/Guidance%20Documents/HSIP%20and%20Maintenance%20Project%20Utilities%20and%20Rail%20Certification%20Note%20(Revised%206-24-16).docm)

UTILITIES AND RAIL CERTIFICATION NOTE

COUNTY, FEDERAL PROJECT # (Constr. Phase if applicable)
UNIFIED PROJECT NUMBER (Fund Program, County #, eMARS #)
ROAD NAME (NUMBER)/PROJECT DESCRIPTION
SIX YEAR PLAN ITEM NUMBER (if applicable)

GENERAL NOTES CONCERNING THE ROAD PROJECT

Insert general notes as below for projects where no utility impact is expected.

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

(List N/A or None when applicable)

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Charter Communications

Duke Electric

THE FOLLOWING COMPANIES HAVE UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS AND WILL BE RESPONSIBLE FOR COORDINATION

Duke Electric

Northern Kentucky Water District

Cincinnati Bell

Charter Communications

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

THE FOLLOWING COMPANIES HAVE UTILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INDICATED IN THIS CONTRACT

Cincinnati Bell

Northern Kentucky Water District

Sanitation District No. 1

Duke Gas

UTILITIES AND RAIL CERTIFICATION NOTE

COUNTY, FEDERAL PROJECT # (Constr. Phase if applicable)
UNIFIED PROJECT NUMBER (Fund Program, County #, eMARS #)
ROAD NAME (NUMBER)/PROJECT DESCRIPTION
SIX YEAR PLAN ITEM NUMBER (if applicable)

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involved Minimal Rail Involved (See Below) Rail Involved (See Below)

UTILITIES AND RAIL CERTIFICATION NOTE

**COUNTY, FEDERAL PROJECT # (Constr. Phase if applicable)
UNIFIED PROJECT NUMBER (Fund Program, County #, eMARS #)
ROAD NAME (NUMBER)/PROJECT DESCRIPTION
SIX YEAR PLAN ITEM NUMBER (if applicable)**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

UTILITIES AND RAIL CERTIFICATION NOTE

COUNTY, FEDERAL PROJECT # (Constr. Phase if applicable)
UNIFIED PROJECT NUMBER (Fund Program, County #, eMARS #)
ROAD NAME (NUMBER)/PROJECT DESCRIPTION
SIX YEAR PLAN ITEM NUMBER (if applicable)

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
Duke Energy – Gas	Gerry Helm	1262 Cox Avenue Erlanger, KY 41018
Duke Energy – Electric	Matt Coleman	1262 Cox Avenue Erlanger, KY 41018
Northern Kentucky Water District	Kyle Ryan	P.O. Box 18640 Erlanger, KY 41018
Cincinnati Bell Telephone Underground Dept.	Mark Conner	221 East Fourth St. Cincinnati, OH 45201
Cincinnati Bell Telephone Overhead Dept.	Tony Niehaus	209 West Seventh St. Cincinnati, OH 45202
Charter Communications	Brian Kells	100 Barnwood Drive Edgewood, KY 41017

Change Order Form

<http://transportation.ky.gov/Local-Programs/Documents/DistrictAdministeredProjectChangeOrderForm.xlsx>

<http://transportation.ky.gov/Local-Programs/Documents/OfficeoLocaProgramsChangeOrderForm.xls>

Instructions for Completing the Office of Local Programs Change Order

Please note that change orders are required for any item that deviates from the original approved scope of your Office of Local Programs (OLP) project. This includes field orders and minor changes. The approved scope of the project can be found in Attachment A of your contract with the OLP for this project.

When a change order becomes necessary the project sponsor shall e-mail the OLP Project Manager, OLP Historic Preservation Coordinator, and the District LPA Coordinator at the same time. This e-mail should include all proposed changes. The OLP Project Manager will then notify the project sponsor as to whether or not the change order would be minor or major.

If the change order is minimal, (meaning it will have no adverse affect and requires no additional documentation)the OLP Project Manager may provide an e-mail approval so work on the project may continue without interruption. However, the Change Order must still be submitted and formally approved.

If a major change is required, work on that particular item must cease until the Change Order has been approved by the Transportation Cabinet.

When completing the Change Order form, please make sure to identify the purpose of the change order, and include detailed explanations for the changes, including time extensions. A cost analysis must be included when appropriate.

A copy of the signed LPA Change Order must be sent to the OLP Project Manager for approval by KYTC Central Office. It is the responsibility of the LPA to secure the signature of the project engineer, the LPA signature authority , and the district LPA Coordinator. A copy of the approved Change Order will be forwarded to the LPA.

Keep in mind that the OLP does not increase funding for a project after it has been awarded. Project sponsors will be responsible for all additional costs if this change order will result in a cost increase that exceeds the budget for this project.

When a reimbursement request is submitted to the OLP for costs associated with the change order the LPA must attach a copy of the approved Change Order with the reimbursement request and documentation.

If you have any questions regarding the Change Order process, please contact your OLP Project Manager.



Kentucky Transportation Cabinet
Office of Local Programs
LOCAL PUBLIC AGENCY CHANGE ORDER

TC 20-32
7/2010
Page 1 of 3

Page _____
Contract ID PO2-628- _____ Project Sponsor _____
Change Order No _____ County _____
Contractor _____ Project Number _____
Contractor _____ Project Name _____
Address _____

Proposed Changes in Connection with Contract Items:

Item No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Contract Items</i>					

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Supplemental Agreement</i>					

Time Extension/Explanation:

Total for this Page
Total for Continuation Page(s)
Total Supplemental Agreement
Total Amount

Reasons for Proposed Changes and Cost Analysis:

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Requested _____ DATE _____
Project Engineer

Recommended _____ DATE _____
District LPA Coordinator

Recommended _____ DATE _____
Commissioner of Rural & Municipal Aid

Approved _____ DATE _____
LPA Signature Authority

Approved _____ DATE _____
Secretary of Transportation Cabinet

By: _____
Contractor

_____ Date _____



Kentucky Transportation Cabinet
Office of Local Programs
LOCAL PUBLIC AGENCY CHANGE ORDER

TC 20-32
7/2010
Page 3 of 3

Page

Contract ID	PO2-628-	Project Sponsor
Change Order No		County
Contractor		Project Number
Contractor		Project Name
Address		

Reasons for Proposed Changes and Cost Analysis:

Code of Federal Regulations

Title 23 - Highways

Volume: 1

Date: 2013-04-01

Original Date: 2013-04-01 Title: Section 635.109 - Standardized changed condition clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart A - Contract Procedures.

§ 635.109 Standardized changed condition clauses.

(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) Differing site conditions.

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) Suspensions of work ordered by the engineer.

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.*

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

Code of Federal Regulations

Title 23 - Highways

Volume: 1

Date: 2013-04-01

Original Date: 2013-04-01 Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) *The project either:*

(i) Includes no permanently incorporated steel or iron materials, or
(ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or
(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Code of Federal Regulations

Title 23 - Highways

Volume: 1

Date: 2011-04-01

Original Date: 2011-04-01 Title: Section 635.411 - Material or product selection.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart D - General Material Requirements.

§ 635.411 Material or product selection.

(a) Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

(1) Such patented or proprietary item is purchased or obtained through competitive bidding with equally suitable unpatented items; or

(2) The State transportation department certifies either that such patented or proprietary item is essential for synchronization with existing highway facilities, or that no equally suitable alternate exists; or

(3) Such patented or proprietary item is used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.

(b) When there is available for purchase more than one nonpatented, nonproprietary material, semifinished or finished article or product that will fulfill the requirements for an item of work of a project and these available materials or products are judged to be of satisfactory quality and equally acceptable on the basis of engineering analysis and the anticipated prices for the related item(s) of work are estimated to be approximately the same, the PS&E for the project shall either contain or include by reference the specifications for each such material or product that is considered acceptable for incorporation in the work. If the State transportation department wishes to substitute some other acceptable material or product for the material or product designated by the successful bidder or bid as the lowest alternate, and such substitution results in an increase in costs, there will not be Federal-aid participation in any increase in costs.

(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

[41 FR 36204, Aug. 27, 1976, as amended at 67 FR 75926, Dec. 10, 2002; 71 FR 66454, Nov. 15, 2006]

PART 9

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence Form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability – \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 each accident bodily injury
 - b) \$500,000 policy limit bodily injury by disease
 - c) \$100,000 each employee bodily injury by disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board. The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART 10

CERTIFICATIONS

EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

CERTIFICATION REGARDING KRS 45A.485

Pursuant to 1994’s Senate Bill 258, the bidder/offeror shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapter 136, 139, 141, 337, 338, 341 and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violations(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the bidder or offeror within the five (5) years preceding the award of this contact. Please include, the date of the determination the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS VIOLATION	DATE	STATE AGENCY

The contractor is further notified that 1994’s Senate Bill 258 requires that for the duration of this contract, the contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the contractor’s operations. Senate Bill 258, further provides that the contractor’s failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, or failure to comply with the above-cited statues for the duration of the contact, shall be grounds for the Commonwealth’s cancellation of the contract, and the contractor’s disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: _____

PROJECT NO. _____

I, _____ under penalty of
(Printed Name of officer signing certification) (Title)
perjury under the laws of the United States, do hereby certify that

(Name of Individual, Co-Partnership, or Corporation submitting bid)
its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature) (Title) (Date)

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: _____

PROJECT NO. _____

I, _____ under penalty of
(Printed Name of officer signing certification) (Title)
perjury under the laws of the United States, do hereby certify that

(Name of Individual, Co-Partnership, or Corporation submitting bid)
its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature) (Title) (Date)

CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: _____

PROJECT NO. _____

I, _____ under penalty of
(Printed Name of officer signing certification) (Title)
perjury under the laws of the United States, do hereby certify that, except as noted below,

(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions:

(Signature) (Title)

CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The _____, hereby certifies that it _____,
(Name of Individual, Co-Partnership, or Corporation submitting bid)

participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Name of Individual, Co-Partnership, or Corporation submitting bid)

(Printed Name of officer signing certification) (Title)

(Signature) (Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60- 1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.

2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(Name of Individual, Co-Partnership, or Corporation submitting bid)

(Printed Name of officer signing certification)

(Title)

(Signature)

(Date)

CERTIFICATION OF BID PROPOSAL/ DBE

We (I) proposed to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction 2012 special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 3% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured 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."

(Name of Individual, Co-Partnership, or Corporation submitting bid)

(Printed Name of Officer or Authorized Agent and Title)

(Signature of Officer or Authorized Agent) (Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

Contract ID: _____

DBE SUB-CONTRACTOR BIDDER LIST

The Department of Transportation Federal Regulations require that the Kentucky Transportation Cabinet provide a bidder list to be maintained in the Office of Personnel Management, Small Business Development Branch (49 CFR 26:11) for each federally funded project awarded.

Project No. _____

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for these projects:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for these projects:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Byne at (502) 564-3601.

DBE Forms

<http://transportation.ky.gov/Organizational-Resources/Forms/TC2014-35.xlsx>

<http://transportation.ky.gov/Organizational-Resources/Forms/TC2014-35.pdf>

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST**

CONTRACT ID (CONTRID) _____

Subcontract #: _____

TO: _____

Rachel Mills, Director
Division of Construction Procurement

FROM: _____

1st Tier Subcontractor:

(if applicable)

SUBJECT: _____

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to: _____ of _____

DBE Employer Identification Numbers: _____ of _____
The amount to be subcontracted by this request is _____ Federal _____
(original contract) or a subcontract amount of _____ DBE _____

_____ of _____
_____ KY _____ or _____ Contract _____
_____ Worth _____ or _____ the

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract "Worth" %
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals based on original contract Amounts	_____	_____	_____	_____

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

Prime Contractor's Signature

1st Tier Subcontractor's Signature (if applicable)

DBE Participant Signature

Date

Date

Date

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST**

TC 14-35
Rev. 07/07/16

Page 2 of 3

Contract ID (ContID) _____ Prime _____ DBE Firm _____

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
 (**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
-------------	-------------------------	------	----------------	----------------------------------	----------

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST

TC 14-35
 Rev. 07/07/16

Contract ID (ContID) _____ DBE Firm _____

- (**) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
 - (**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.
- Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Supplier 60% Y/N	Project Control (PCN) Number	Category Number	Project Line Number	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
								Page Total			
Comments:											



KENTUCKY TRANSPORTATION CABINET
 Office for Civil Rights and Small Business Development
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

TC 18-7
 Rev. 01/2017
 Page 1 of 1

AFFIDAVIT OF SUBCONTRACTOR PAYMENT

The Code of Federal Regulations 49 CFR 26.37(b) requires the Kentucky Transportation Cabinet (KYTC) to monitor and verify that work subcontracted to Disadvantaged Business Enterprise (DBE) firms is actually performed by the DBE. Additionally, KYTC is required to report the DBE participation on each project. Therefore, it is KYTC's responsibility to discern whether payments are made to DBE firms. The following affidavit is to be completed and signed by the contractor within 7 business days of being paid by the Cabinet. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

By signing below, the noted firms agree that the payment amounts recorded below are true and accurate as of the payment time period noted above. Furthermore, by signing, the noted firms attest to the fact that the DBE listed below has performed a "commercially useful function" and abided by all other requirements of the DBE program as defined in Title 49 of the United States Code of Federal Regulations Part 26.

SECTION 1: CONTRACTOR AND PAYMENT INFORMATION

<input type="checkbox"/> INTERIM	<input type="checkbox"/> FINAL	Completion Date _____
PRIME CONTRACTOR		CONTRACT ID
DBE CONTRACTOR	PAY ESTIMATE #	CHECK #
PAYMENT DATE	PAYMENT AMOUNT	

NOTE: Use the section below to show multiple payments using the same check.

CONTRACT ID	AMOUNT	CONTRACT ID	AMOUNT

SECTION 2: SIGNATURE AUTHORIZATION AND NOTARIZATION

Prime's Signature and Title

NOTE: This affidavit must be notarized.

Sworn or affirmed and subscribed before me this _____ day of _____ 20 _____

Notary Signature _____

Subcontractor's/DBE's Signature and Title

NOTE: This affidavit must be notarized.

Sworn or affirmed and subscribed before me this _____ day of _____ 20 _____

Notary Signature _____

Please mail the original, signed and completed form and all copies of the checks for payments listed above to the Kentucky Transportation Cabinet, Office for Civil Rights, 200 Mero Street, 6th Floor West, Frankfort KY 40622.



Kentucky Transportation Cabinet
 Division of Construction
SUBCONTRACT REQUEST

TC 63-35
 05/2017
 Page 1 of 2

CONT_ID _____

SUBCONTRACT NO: _____ Tier Y/N _____

TO: _____
 Ryan Griffith, P.E.
 Director, Division of Construction

FROM: _____
 Prime Contractor _____ KYTC Vendor Number _____

SUBJECT: _____
 County _____ Fed/State Project Number _____

I hereby request to subcontract a portion of the subject project to:

_____ KYTC Vendor Number _____

The amount to be subcontracted by this request is \$ _____ or _____ % of the
 (Original contract amount or subcontract amount if Tier request) _____
 I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR	AMOUNT	PERCENT
-----------------------	--------	---------

The total amount to be subcontracted including this request is \$ _____ or _____ % of the
 (original contract) or (subcontract) amount.

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors to perform work requested and a copy of current insurance coverage will be available at the prime contractor's office before the subcontractor begins work on project.

 Prime Contractor

 Date

CC District TEBM for Construction



Kentucky Transportation Cabinet
 Division of Construction
SUBCONTRACT REQUEST

CONT_ID

Additional form

(*) When description is limited by such as "Laying Only", "Erection Laying", "Manipulation Only", etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of Contract or Sub-Contract estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices used on this request should list the prices as reflected in the contract and are for Departmental use only and are not to be considered the exact prices agreed to by the contractors.

The Items to be subcontracted are as follows:

Category Number	Project Line Number	Item Code	Description	Quantity	Unit	Proposal Line Number	Unit Price	Money	flag
								\$.
								\$.
								\$.
								\$.
								\$.
								\$.
								\$.
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								\$.
								\$.
								\$.
								\$.
								\$.
								\$.
								\$.
								\$.
							TOTAL	_____	

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Company Email Address: _____

Prime Contractor	Cont-ID
DBE Contractor	CHECK #
PAYMENT DATE	Amount of Payment

Use the section below to show multiple payments using the same check

Cont-ID	Amount	Cont-ID	Amount

Comments:

attach copy of check here

Mail to:
Office of Civil Rights and Small Business Development
200 Mero Street
6th Floor West TCOB
Frankfort, KY 40622

to be Submitted within 7 days of receipt of payment from KYTC

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
- d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- e. Pursuant to KRS 45A.480 the bidder or offeror swears and affirms under penalty of perjury, that all contractors and subcontractors employed, or that will be employed, under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance according to KRS Chapter 342 and unemployment insurance according to KRS Chapter 341.
- f. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

II. Each contractor further swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernatorial candidate elected in the election last preceding the date of contract award.
- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

SIGNATURE

Printed Name

Title

Date

Company Name

Address

City/State/Zip

Subscribed and sworn to before me by _____ ,
 (Affiant) (Title)
 of _____ this _____ day of _____ , 20____ .
 (Company Name)

 Notary Public

[seal of notary]

My commission expires: _____

Company Email Address: _____