



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities  
**UTILITY KEEP COST BETTERMENT AGREEMENT  
PURSUANT TO KRS 177.035  
WORK BY CABINET'S HIGHWAY CONTRACTOR**

Fayette County, NHPP 2681 (031)  
FD52 034 76642 04C  
New Circle Road (KY 4) Widening & Newtown Pike Interchange Reconstruction  
Item No. 7 - 366.00

THIS UTILITY AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Lexington Fayette Urban County Government, 200 E Main Street Lexington, KY 40507, hereinafter, referred to as the City.

**AGREEMENT PREMISES**

1. The Cabinet, in the interest of public safety and convenience, proposes the following: Widen New Circle Road (KY 4) in Lexington from Georgetown Road to Boardwalk Avenue including Interchange reconstruction at Newtown Pike from mile point 8.731 to 10.015, as shown by the Cabinet's survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. <sup>014 5/11/2018 gmg 12/12/18</sup> 76642 003, dated ~~10-01-2007~~, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet. The scope of relocation and new facility, which as pertains to this agreement, is in the amount of \$149,912.94 payable to the Cabinet.
3. The City proposes to complete relocation and new facility, to their sewer facilities. The said facilities are proposed to be relocated and constructed within the right of

way for the proposed roadwork for KY 4. Said work will be constructed by the Cabinet's road contractor as a part of the Cabinet's road construction contract.

4. It has been agreed by the City and the Cabinet that it is in the best interest of all parties that the Cabinet's road contractor perform the work to relocate and construct the City's facilities, as approved by the City and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated and constructed upon highway right of way, with restrictions, or upon other private right of way to be obtained by the City or obtained by the Cabinet and granted to the City.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The Cabinet, through the services of contractor or internal personnel, is authorized herein to make the necessary removal, alterations or adjustments of the City's existing facilities. Said work is to be completed with 91.84% of the costs to be borne by the Cabinet and 8.16% of the costs to be borne by the City.
8. If the City chooses to use a contractor or a subcontractor, the City is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The Cabinet reserves the right to refuse reimbursement for any

and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. To the extent permitted by law, the Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the City's failure to acquire said approvals. Said work is to be paid under a contract let by the City, adhering to the cost share stipulations described herein.

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**SCOPE OF AGREEMENT**

**In consideration of the premises, the parties agree as follows:**

9. The Cabinet's contractor or subcontractor will furnish all construction labor, equipment and will use contractor supplied materials to make and complete all necessary adjustments of the City's facilities to accommodate the proposed highway construction as shown in the attached plans and estimate, (Attachment A) and which by this reference is hereby made a part of this Agreement.
10. Facilities to be relocated, adjusted, or constructed include: twenty-two (22) manholes; two hundred and fifty (250) LF of three-inch (3") PVC force main; two thousand, three hundred and seventy-eight (2,378) LF of eight-inch (8") gravity sewer pipe; one thousand, five hundred and fifteen (1,515) LF of ten-inch (10") gravity sewer pipe; two hundred and five (205) LF of fifteen-inch (15") gravity sewer pipe; three hundred and eighty (380) LF of twenty-seven-inch (27") gravity sewer pipe; and appurtenances. The total estimated cost of relocation, adjusting, and/or constructing is \$1,686,687.02 as shown by the estimate attached hereto, shown in Attachment.
11. If the City proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment and is reimbursable to the Cabinet. Such betterment work to be done is substantially as follows: The Cabinet's contractor will install approximately one (1) lateral cleanout; one (1)

manhole; two (2) casting standards; four hundred and fifteen (415) LF of thirty-inch (30") ductile iron sewer pipe; and appurtenances.

Such betterment work is estimated to cost \$149,912.94, which is 8.16% of the estimated total cost of \$1,836,599.96, and is to be borne by the City.

12. The scope of work to be completed under this Agreement is substantially as follows: The Cabinet's contractor will remove or retire approximately twenty-two (22) manholes; two hundred and fifty (250) feet of three-inch (3") PVC force main; two thousand, three hundred and seventy-eight (2,378) feet of eight-inch (8") gravity sewer pipe; one thousand, five hundred and fifteen (1,515) feet of ten-inch (10") gravity sewer pipe; two hundred and five (205) feet of fifteen-inch (15") gravity sewer pipe; three hundred and eighty (380) feet of twenty-seven-inch (27") gravity sewer pipe; and appurtenances. Additionally, the Cabinet's contractor will install approximately twenty-seven (27) manholes; three hundred and seventy (370) feet of three-inch (3") PVC force main; one thousand, eight hundred and fifty-five (1,855) feet of eight-inch (8") PVC pipe; three thousand, four hundred and eighty-six (3,486) feet of twelve-inch (12") PVC pipe; four hundred and seventy (470) feet of twenty-four-inch (24") PVC pipe; two hundred and twenty (220) feet of thirty-inch (30") PVC pipe; one hundred and forty-two (142) feet of thirty-six-inch (36") PVC pipe; and appurtenances. The betterment work to be installed by the Cabinet's contractor is approximately one (1) lateral cleanout; one (1) manhole; two (2) casting standards;

four hundred and fifteen (415) LF of thirty-inch (30") ductile iron sewer pipe; and appurtenances.

13. The City shall directly submit to the Cabinet any change orders for engineering or inspection for Cabinet consideration and approval before initiation of the work detailed in said change order. Said change order must be reasonably detailed and include proper itemizations from the City, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The Cabinet is to review any change orders relative to the construction activities within two (2) working days of its submission. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. If the City fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.
14. The City shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities, previously located outside of public right of way. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
15. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control

will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices & KYTC Permits Manual. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's Division of Highway Design Standard Drawings. Surface restoration, if required, will be performed in accordance with details as shown in the most recent version of the Cabinet's Standard Specifications for Road and Bridge Construction and the Permits Manual, or as directed by the Cabinet's engineer.

16. On any relocation project, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet or in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.
17. On any relocation project, the vertical clearance of overhead utilities crossing the interstate or other limited access highway, roadways, and ramps shall be a minimum of twenty-four (24) feet as determined by the Cabinet, but in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.
18. Per Cabinet policy in the most recent version of the Cabinet's Permits Manual, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground utilities on fully controlled access routes, except for natural gas and petroleum

fraction lines, is forty-two (42) inches. Underground utilities on non-fully controlled access routes except for natural gas and petroleum fraction lines, is forty-two (42) inches under roadways, shoulders, ramps, and ditch lines and thirty (30) inches in all other areas within state right-of-way. For natural gas and petroleum fraction lines located within the state right-of-way on fully controlled access highways, the minimum depth is sixty (60) inches. For non-fully controlled access highways the minimum depth for such lines, is sixty (60) inches when located inside of ditch lines and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that will be prepared and submitted by the permittee and approved by the Cabinet's engineer.

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**RESPONSIBILITIES OF THE CITY**

19. The City will reimburse the Cabinet for the actual cost of any qualifying reimbursable costs of the City upon presentation of invoices from the Cabinet.
20. Itemized bills from the Cabinet to the City will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

**Payments will be made on the following basis:**

**Partial Compensation.** The Cabinet is due compensation from the City. In such a condition, the Cabinet will submit billings reflecting the actual cost incurred during any given work period, in which case the current billings will be paid within thirty (30) business days after receipt of same by the City.

**Final Payment.** Upon completion of all said work, the Cabinet shall provide one final and complete billing of all remaining costs incurred. Said invoice will be based on bid costs or the unit costs as shown in Attachment A (if said bid costs are not included in the construction bid documents) and calculated by multiplying actual as-bid costs and as-built quantities and any approved change orders. The City shall pay the invoice amount within thirty (30) business days after receipt of same.

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**ADDITIONAL REQUIREMENTS**

21. The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The City also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884
22. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

23. All records of the City pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration, and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3) and 49 CFR 18.42 - Retention and Access Requirements for Records.
24. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of execution of this Agreement, the Permit terms and conditions are made a part of this agreement by this reference.
25. The work of altering and maintaining the City's facilities covered by this Agreement, at any time after they have been relocated by the Cabinet as herein provided, shall be done by the City at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.

26. The City shall comply with 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).
27. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement, and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
28. Limited to acts related to this Agreement, and to the extent permitted by law, the City agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations, or litigation, that result from: (1) any material breach of this Agreement by the City; (2) any and all negligent acts of the City; and (3) any policy, procedure, or employment practice of the City violating applicable, Federal, State, or local laws.
29. To the extent applicable, the City shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. To the extent permitted by law, the City shall make good any such damage, injury or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of the Cabinet. The City shall adequately protect adjacent property as provided by law and this Agreement.
30. To the extent applicable, the City shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of

Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The City shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.

31. KRS 45A.480 requires the City to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, the City agrees that all contractors and subcontractors employed directly by the City, or to be employed directly by the City in connection with this Agreement, if applicable, shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.
32. KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of an agreement, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state agreements for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

33. By execution of this Agreement, the City is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).
34. To the extent applicable to this agreement, the City shall comply with the Buy America requirements set forth in 23 U.S.C. 313 and 23 CFR 635.410. The City is not required to change its existing standards for materials as long as the applicable Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the City's facilities set forth in 23 CFR 645 and over regulations which allow the City to furnish materials from City stock set forth in 23 CFR 645.117(e). City stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The City understands and acknowledges that the Agreement may be subject to the requirements of the Buy America law, 23 U.S.C. 313 and applicable regulations, including 23 CFR 635.410 and Federal Highway Administration guidance. The City must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the City hereby

certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions. Individual invoices are certified via signature and submission of the statement of charges (TC69-008) form. In some circumstances, a waiver of the Buy America requirements may be granted by the FHWA, to be determined on a project-by-project basis.

35. The Commonwealth of Kentucky and the Cabinet are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, the City agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.
36. This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the City agrees as follows:



The City will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The City further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The City agrees to provide, upon request, needed reasonable accommodations. The City will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the City, the City will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The City will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other agreement or understanding a notice advising the said labor union or workers' representative of the City's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The City will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The City will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the City's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or part, and the City may be declared ineligible for further government agreements or federally-assisted

construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The City will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the City may request the United States to enter into such litigation to protect the interests of the United States.

37. The Cabinet shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.
38. The Kentucky General Assembly may allow for a reduction on agreement worker hours in conjunction with a budget balancing measure for some professional and non-professional service agreements. If under such authority the Cabinet is

required by Executive Order or otherwise to reduce agreement hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the agreement may also be reduced commensurate with the reduction in funding. This reduction of scope shall be agreeable to both parties and shall not be considered a breach of contract.

39. The Cabinet may terminate this Agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The Cabinet shall provide the City thirty (30) calendar days' written notice of termination of the Agreement due to lack of available funding.
40. The Cabinet reserves the right in its sole discretion to demand that the City and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of this Agreement. The Cabinet shall thereafter authorize the City in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.

41. The City affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. If applicable, the City shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
42. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the agreement including but not limited to actions either for breach of agreement or for enforcement of the agreement, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

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**AGREEMENT EXECUTION**

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, agree to the terms and conditions and accept the assignment of work duties as defined within this Agreement. The new sewer facility work shall be compensated by the City. The City warrants that all compensable costs invoiced will be paid as defined herein. The City warrants that the existing sewer facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The City warrants that the net cost of total work is reimbursable to the Cabinet by the City.

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

This the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities


SIGNATURE:  \_\_\_\_\_  
Division Director

Approval of the Utilities & Rail Branch

SIGNATURE: \_\_\_\_\_  
TEBM – Utilities and Rail

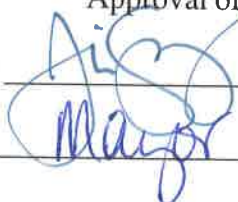
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Approved Form and Legality

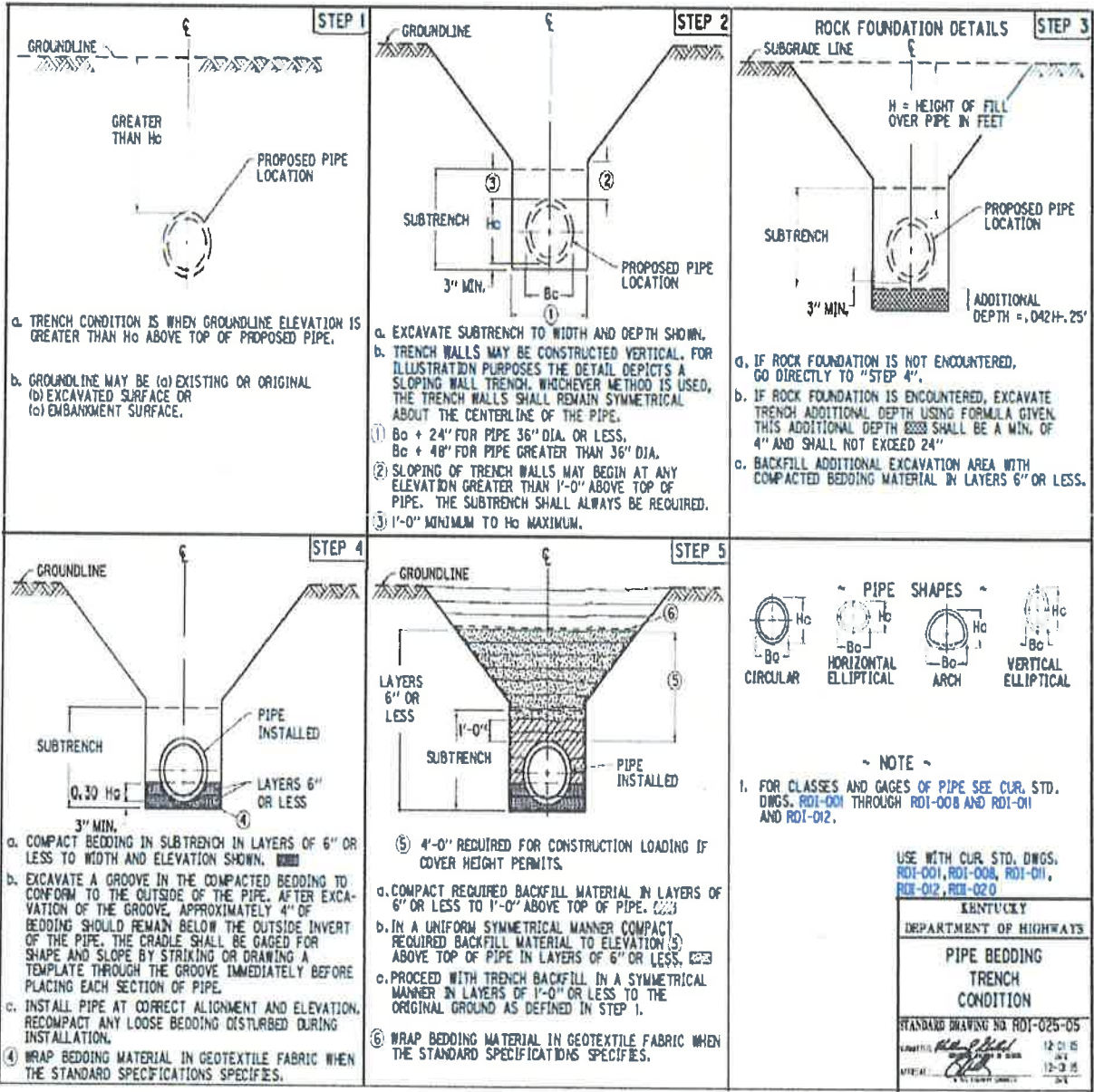
SIGNATURE:  \_\_\_\_\_

DATE: 10/04/2018 \_\_\_\_\_  
Office of Legal Services

Approval of Lexington Fayette Urban County Government

SIGNATURE:  \_\_\_\_\_ DATE: NOV 15 2018 \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_



Commonwealth of Kentucky  
 Transportation Cabinet  
 Department of Highways  
 District Seven Permits

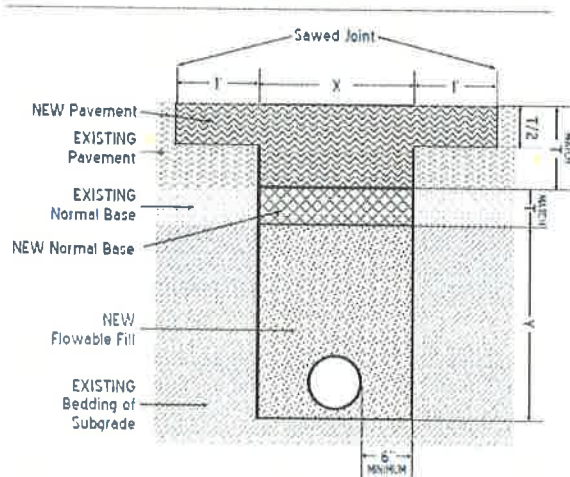
## Pavement Restoration



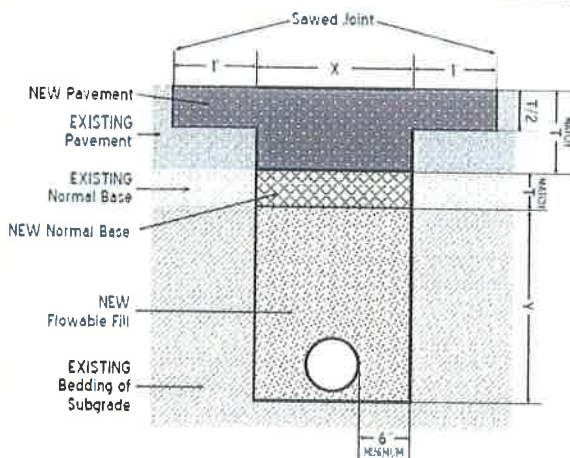
### GENERAL NOTES:

1. Fill extends to bottom of pavement structure
2. Replace pavement and materials with existing type
3. Fill material must be agitated during transportation and waiting.
4. If the sawed joints are less than 6' from an existing joint or break in pavement, remove entire slab to break or joint.
5. Dimensions X and Y are the excavation width and depth, respectively.
6. Dimension T is the thickness of the material
7. The thickness of new pavement shall match the existing thickness over the excavation area.
8. Seal any joints with approved material.
9. Any disturbed traffic control markings (arrows, bike lane symbols, striping, etc.) shall be replaced to match existing conditions as per KYTC specifications

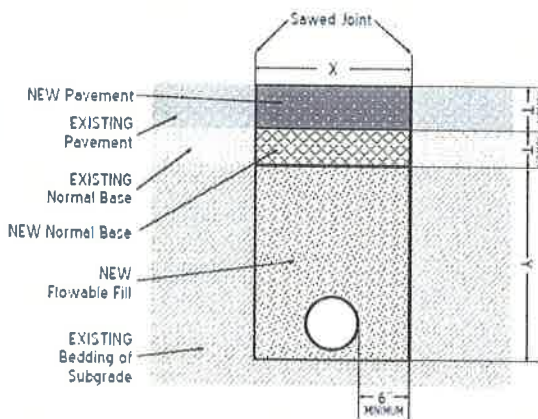
### CONCRETE PAVING



### BITUMINOUS PAVING



### BITUMINOUS PAVING LESS THAN 2"



### FLOWABLE FILL SPECIFICATIONS:

Flowable fill ingredients must meet the requirements of the Kentucky Department of Highways as set forth in the manual of standard specifications.

Proportioned as follows per cubic yard batch:

Cement	30 Pounds
Fly Ash, Class F	300 Pounds
Sand (SSD)	3,000 Pounds
Water (max)	550 Pounds

### NOTES:

1. The proposed mixture shall be proportioned to obtain a minimum flow of 8 inches when tested with a 3 inch by 6 inch open ended cylinder modified flow test and meets acceptable strength requirements.
2. The mixture shall bleed freely within 10 minutes.
3. The mixture shall support a 150 pound person within 3 hours.
4. Flowable fill shall be in place for 2 hours prior to addition and compaction of cover material.



ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
15086	S LATERAL CLEANOUT	EACH	1	\$784.83	\$784.83
15092	S MANHOLE	EACH	2	\$4,644.61	\$9,289.22
15093	S MANHOLE ABANDON/REMOVE	EACH	1	\$914.42	\$914.42
15094	S MANHOLE CASTING STANDARD	EACH	2	\$1,435.51	\$2,871.02
15118	S PIPE SPECIAL - DUCTILE IRON 30 INCH	LF	415	\$295.00	\$122,425.00

Estimated Sanitary \$136,284.49  
10% Contingency \$13,628.45  
**TOTAL ESTIMATED SANITARY \$149,912.94**

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
1	DGA BASE	TON	50	\$19.31	\$965.63
339	CL3 ASPH SURF 0.38D PG 64-22	TON	10	\$80.63	\$806.34
214	CL3 ASPH BASE 1.00D PG 64-22	TON	24	\$48.36	\$1,160.63
1875	STANDARD HEADER CURB	LF	36	\$32.42	\$1,167.12
2091	REMOVE PAVEMENT	SQ YD	435	\$5.66	\$2,461.91
2268	REMOVE AND REPLACE FENCE	LF	120	\$11.57	\$1,388.40
2585	EDGE KEY	LF	4	\$15.53	\$62.11
2690	SAFELOADING	CU YD	113	\$142.78	\$16,134.38
5985	SEEDING AND PROTECTION	SQ YD	9110	\$0.27	\$2,445.67
14003	W CAP EXISTING MAIN - SANITARY SEWER	EACH	16	\$1,130.75	\$18,092.00
15012	S ENCASUREMENT CONCRETE	LF	8	\$72.00	\$576.00
15017	S ENCASUREMENT STEEL BORED RANGE 4	LF	330	\$300.00	\$99,000.00
15018	S ENCASUREMENT STEEL BORED RANGE 5	LF	20	\$350.00	\$7,000.00
15019	S ENCASUREMENT STEEL BORED RANGE 6	LF	180	\$400.00	\$72,000.00
15023	S ENCASUREMENT STEEL OPEN CUT RANGE 4	LF	40	\$60.00	\$2,400.00
15024	S ENCASUREMENT STEEL OPEN CUT RANGE 5	LF	216	\$80.00	\$17,280.00
15058	S FORCE MAIN PVC 03 INCH	LF	370	\$23.00	\$8,510.00
15072	S FORCE MAIN TIE-IN 03 INCH	EACH	1	\$875.71	\$875.71
15086	S LATERAL CLEANOUT	EACH	4	\$784.83	\$3,139.32
15090	S LATERAL SHORT SIDE 06 INCH	EACH	4	\$2,378.57	\$9,514.28
15092	S MANHOLE	EACH	27	\$4,644.61	\$125,404.47
15093	S MANHOLE ABANDON/REMOVE	EACH	25	\$914.42	\$22,860.50
15094	S MANHOLE CASTING STANDARD	EACH	25	\$1,435.51	\$35,887.75
15096	S MANHOLE CASTING WATERTIGHT	EACH	2	\$750.00	\$1,500.00
15112	S PIPE PVC 08 INCH	LF	1,855	\$151.52	\$281,069.60
15114	S PIPE PVC 12 INCH	LF	3,486	\$175.00	\$610,050.00
15117	S PIPE PVC 24 INCH	LF	470	\$200.00	\$94,000.00
15118	S PIPE SPECIAL - PVC 30 INCH	LF	220	\$250.00	\$55,000.00
15118	S PIPE SPECIAL - PVC 36 INCH	LF	142	\$300.00	\$42,600.00

Estimated Sanitary \$1,533,351.84  
10% Contingency \$153,335.18  
**TOTAL ESTIMATED SANITARY \$1,686,687.02**

# PRELIMINARY

LEGEND	SUPPORT STRAND
CONDUIT	
COLOR CODING:	GREEN - EXISTING
	BLUE - NEW
	RED - REMOVE

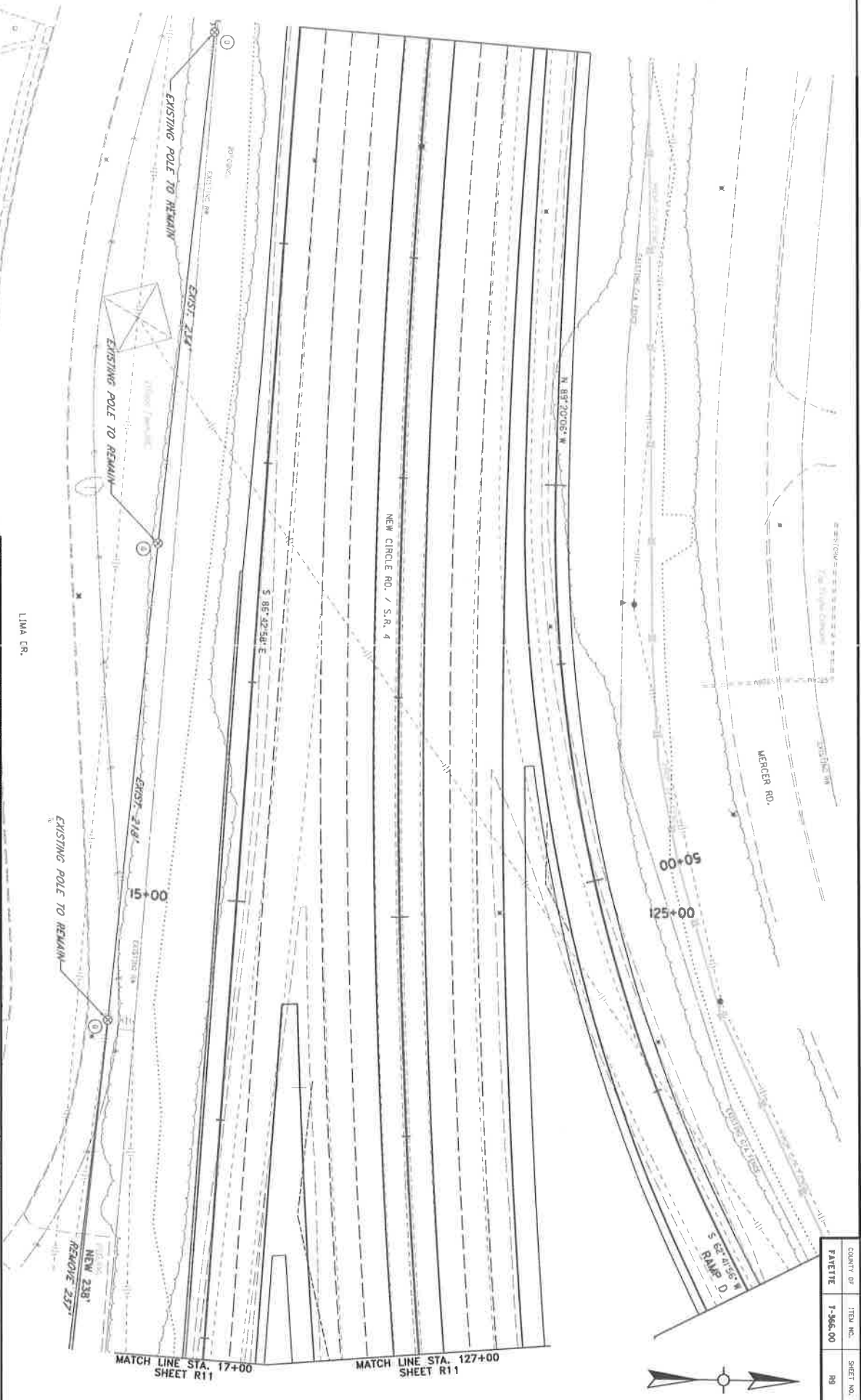
REV.	BY	DATE	DESCRIPTION


  
 Ops Engineering LLC  
 4300 BRISQUR LINE, STE. 100  
 LOUISVILLE, KY 40218  
 WWW.OPSENG.COM T: 502-454-9377 F: 502-454-9350

DESIGN BY	DATE
MMH	05/22/2018
CHECKED BY:	
MPW	

DOT ITEM #	PROJECT #	SHEET #	SCALE
2-388.00	TRC-14455	01 OF 18	1"=40'

LIMA CR.

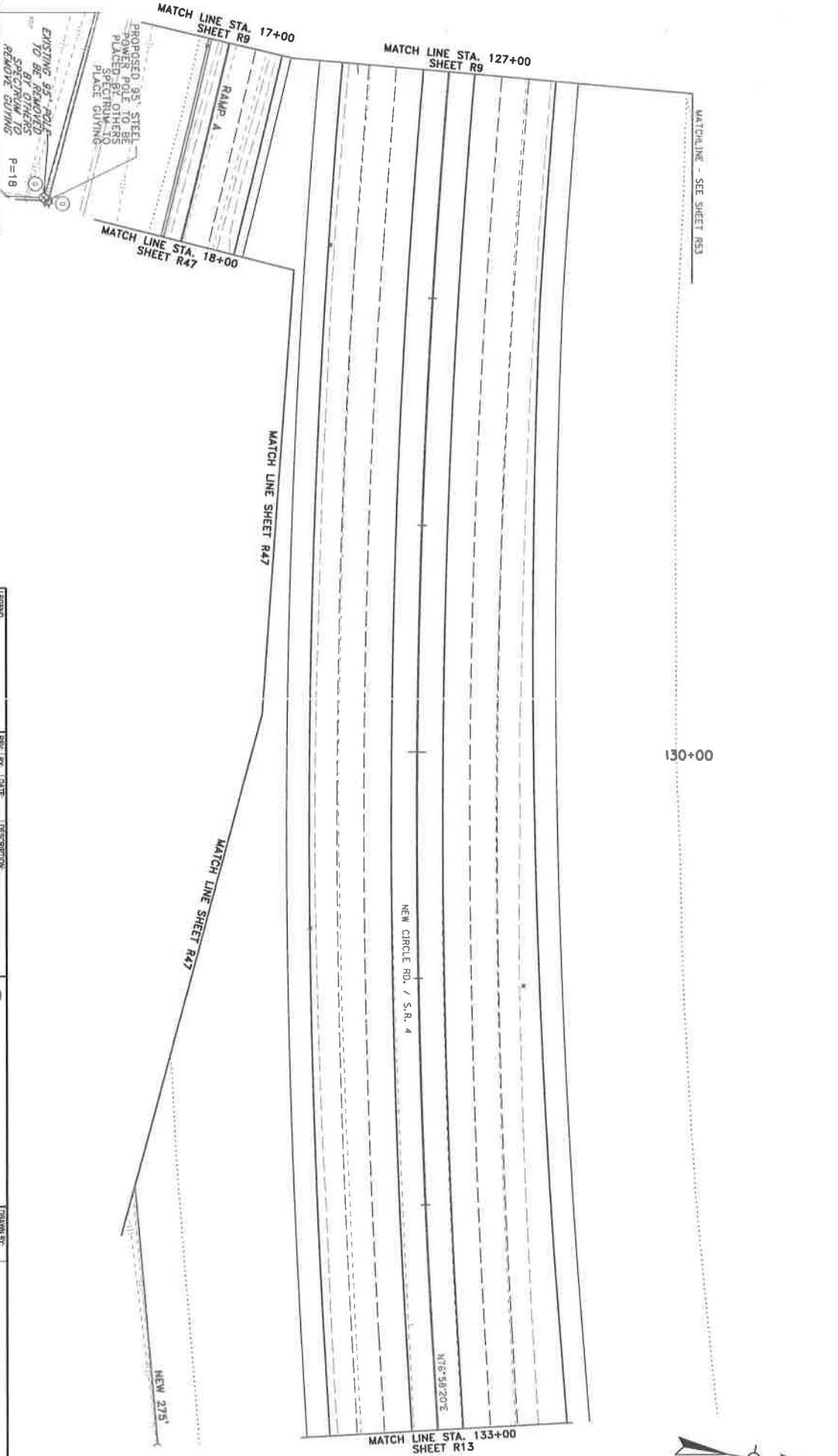


MATCH LINE STA. 17+00  
SHEET R11

MATCH LINE STA. 127+00  
SHEET R11

COUNTY OF	TIDM NO.	SHEET NO.
FAVETTE	1-566.00	08

**PRELIMINARY**



LEGEND	REV	BY	DATE	DESCRIPTION
SUPPORT STRAND				
CONDUIT				
EXISTING				
NEW				
REWORK				

OWNER	DATE	SCALE
NEW CIRCLE RD STA. 127+00 TO STA. 133+00	10/20/18	1"=40'
SPECTRUM FACILITY RELOCATION		
NEW CIRCLE RD FAYETTE COUNTY, WV		
PROJECT #	SHEET #	
TWC-14455	02 OF 18	

DATE	BY	SCALE
10/20/18	ZAMBA	1"=40'

DATE	BY	SCALE
10/20/18	ZAMBA	1"=40'

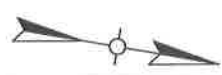
  

DATE	BY	SCALE
10/20/18	ZAMBA	1"=40'

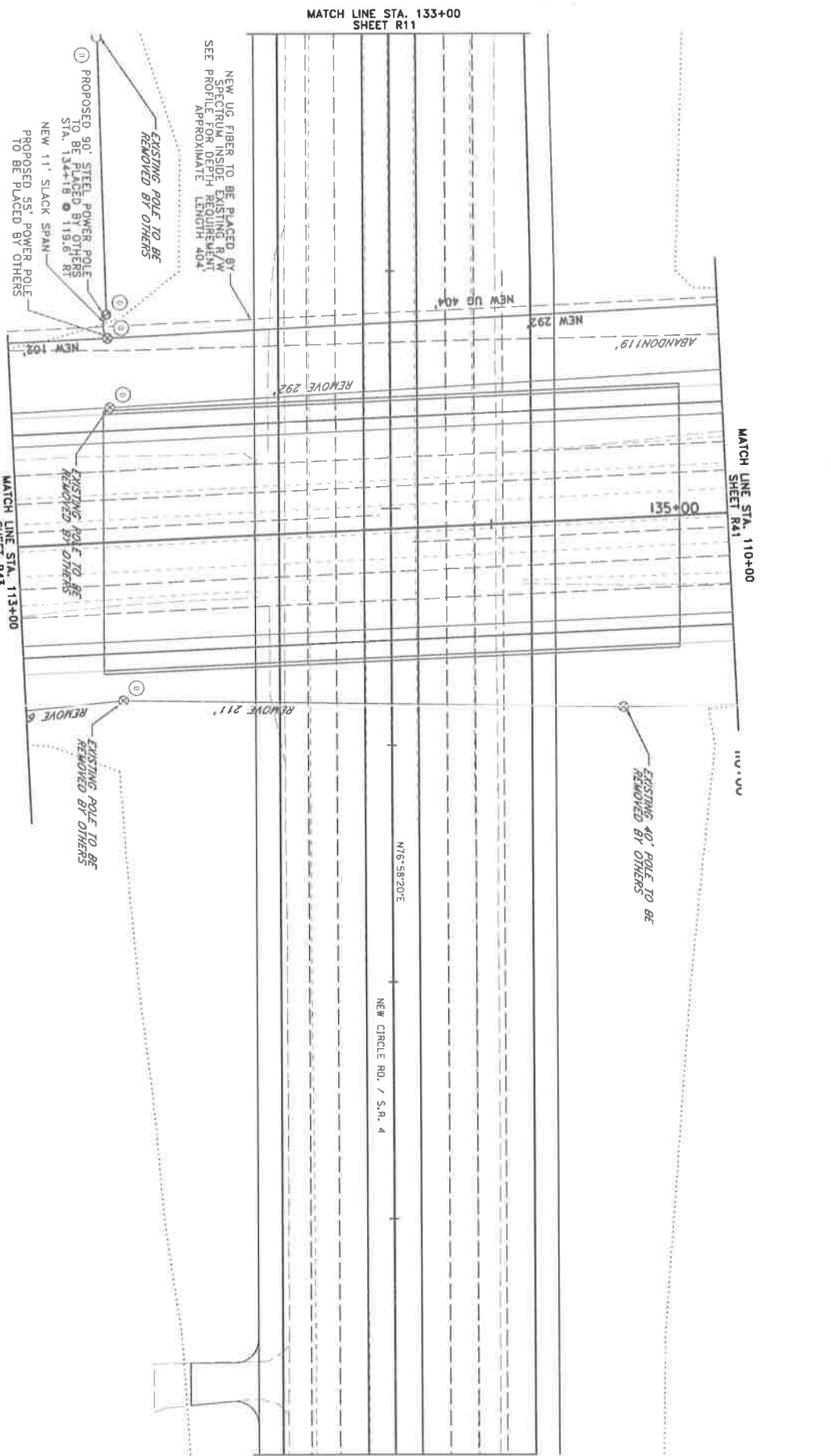
  

DATE	BY	SCALE
10/20/18	ZAMBA	1"=40'

QUANTITY OF	TOTAL NO.	SHEET NO.
FAVETTE	7,965.00	001



COUNTY OF	ITEM NO.	SHEET NO.
EMMETTE	T-565.00	8/3



**PRELIMINARY**



LEGEND	REVISION	DATE	DESCRIPTION
--- ABANDONED			
--- CONDUIT			
--- EXISTING			
--- NEW			
--- REMOVE			

 OPS ENGINEERING, LLC 4830 BIRCHLINE DRIVE, 108 LOUISVILLE, KY 40218 WWW.OPSUS.NET T-502-454-9787 F-502-454-9363	DRAWN BY: _____ AMH CHECKED BY: _____ JFW DATE: 06/22/2018	NEW CIRCLE RD STA. 139+00 TO STA. 138+00 SPECTRUM FACILITY RELOCATION NEW CIRCLE RD, EMMETTE COUNTY, KY OPS PROJECT # TWC-1456 SHEET # 03 OF 18 SCALE 1"=40'
--	--	---

# PRELIMINARY

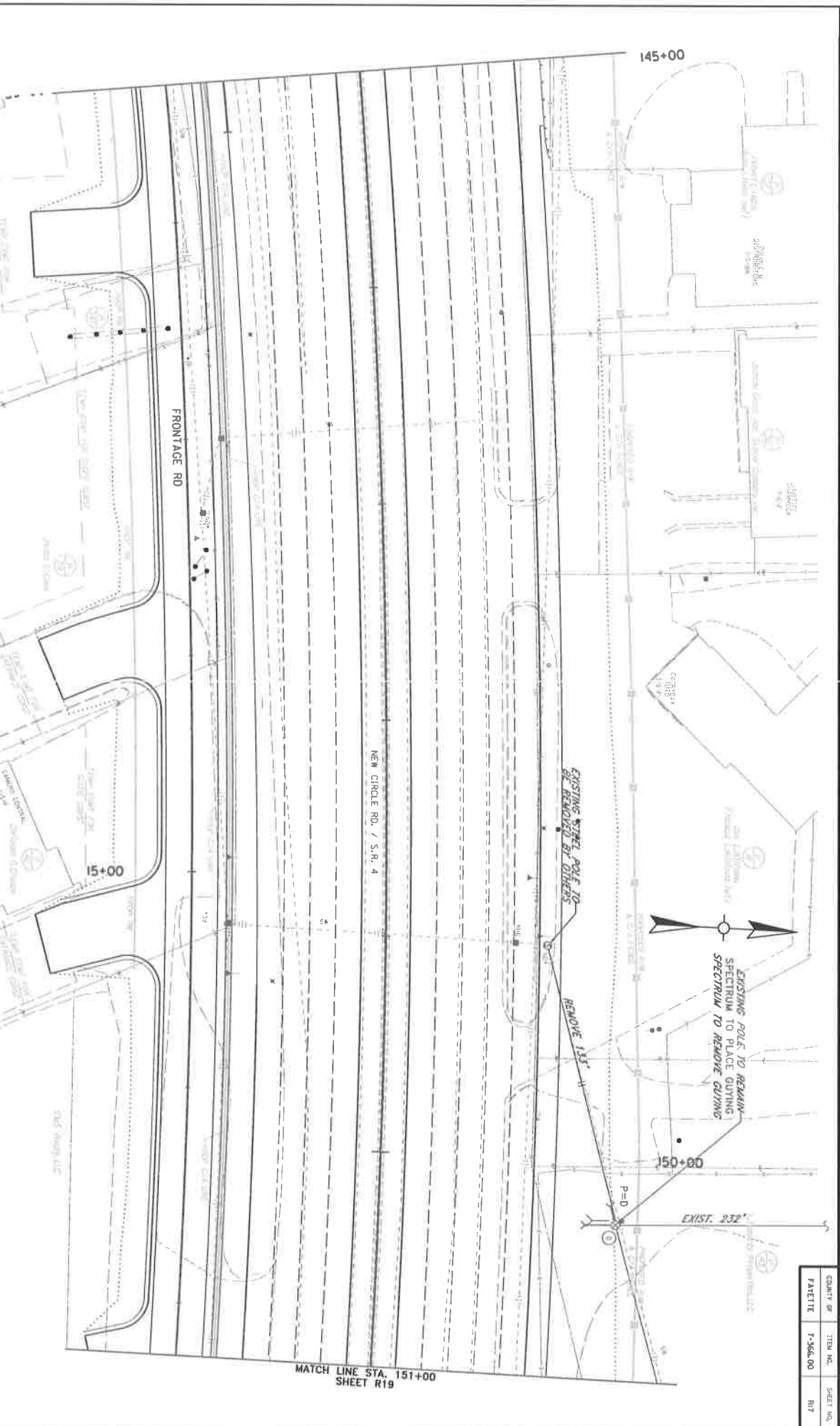


LEGEND	SUPPORT STRAND	REVISION
(Symbol)	CONDUIT	NO. DATE
(Symbol)	OLD OR CODING	DATE
(Symbol)	GREEN - EXISTING	
(Symbol)	BLUE - NEW	
(Symbol)	RED - REMOVE	

REV.	BY	DATE	DESCRIPTION

**Ops**  
Engineering LLC  
400 WEST MAIN ST. 100  
LICKINGVILLE, OH 43084  
T-614-894-9700 F-614-894-9333  
WWW.OPSENJLS.NET

DESIGN BY:	DATE:	PROJECT #:	SHEET #:

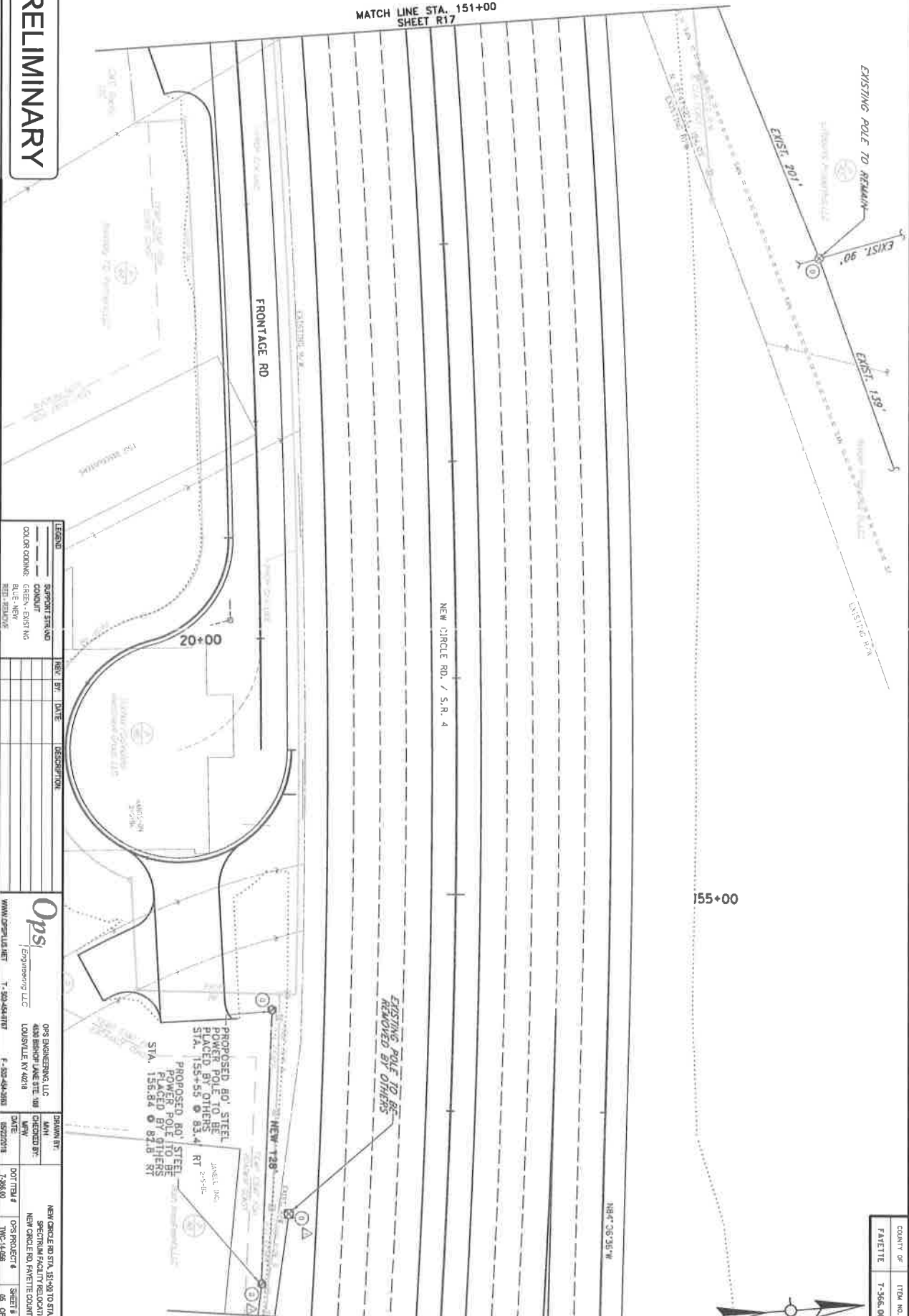


MATCH LINE STA. 151+00  
SHEET R19

COUNTY #:	ITEM NO.:	SHEET NO.:
FAVETTE	7-366.00	R19

**PRELIMINARY**

MATCH LINE STA. 151+00  
SHEET R17



COUNTY OF	TOWN OF	SHEET NO.
FAYETTE	7-365.00	R19

**LEGEND**

—	SUPPORT STRAND
—	CONDUIT
—	GREEN - EXISTING
—	BLUE - NEW
—	RED - REMAIN

REV	BY	DATE	DESCRIPTION

**Ops**  
Engineering LLC  
4000 BEHRENS LANE STE. 100  
LOUISVILLE KY 40218  
F: 502-484-2900  
WWW.OPSENGINEERING.COM

DATE	CHECKED BY	DATE	SCALE
7/28/20			1"=40'
DOT ITEM #	OS PROJECT #	SHEET #	OF
738630	TWC-1468	55	118

PROPOSED 60' STEEL POWER POLE TO BE PLACED BY OTHERS STA. 155+55 @ 83.4'

PROPOSED 60' STEEL POWER POLE TO BE PLACED BY OTHERS STA. 155.84 @ 81.8'

EXISTING POLE TO BE REMOVED BY OTHERS

MATCH LINE STA. 157+00  
SHEET R21

MATCH LINE STA. 157+00  
SHEET R19

**PRELIMINARY**



LEGEND	SUPPORT STRAND	REV	BY	DATE	DESCRIPTION
CONDUIT					
COLOR CODING: GREEN - EXISTING					
BLUE - NEW					
HIGH VOLTAGE					

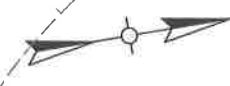
REV	BY	DATE	DESCRIPTION

**Ops**  
Engineering LLC  
WWW.OPSENG.COM  
T: 905-654-0177  
F: 905-654-3360

OPS ENGINEERING, LLC  
4400 BROADWAY SUITE 100  
LOUISVILLE KY 40218

DESIGN BY: AMH  
CHECKED BY: JFW  
DATE: 05/22/2018

PROJECT: NEW CIRCLE RD STA. 157+00 TO STA. 163+00  
SPECIALTY: SPECIALTY RELOCATION  
NEW CIRCLE RD, FAYETTE COUNTY, KY  
DOT ITEM #: OPS PROJECT #  
SHEET # OF #  
SCALE: 1"=40'



COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	T-365.00	R21



# PRELIMINARY



LEGEND	SUPPORT STRAND	CONDUIT
COLOR CODING:	GREEN - EXISTING	BLUE - NEW
LINE STYLE:	SOLID - REMOVE	DASHED - REMOVE

REV.	BY	DATE	DESCRIPTION

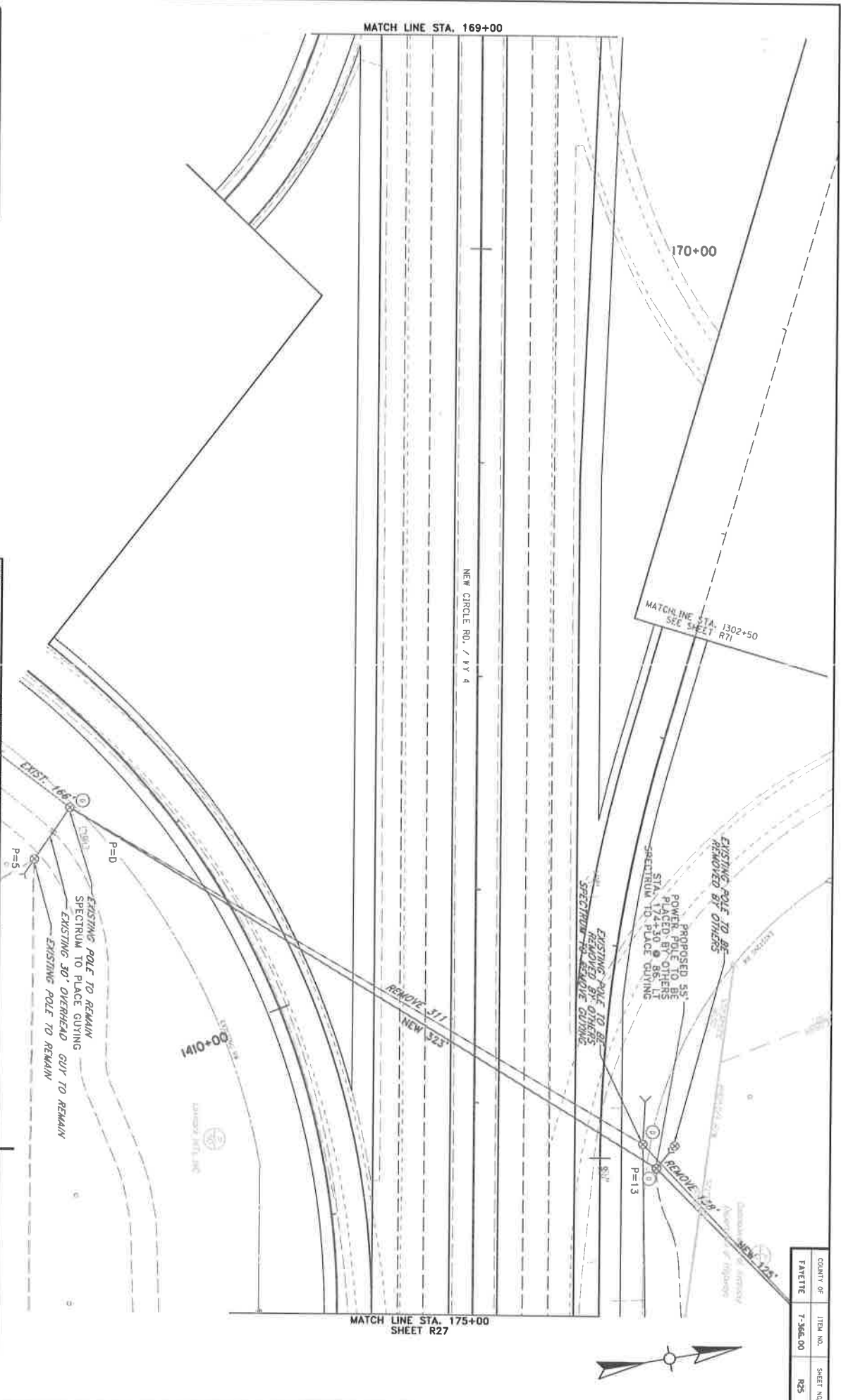
**Ops**  
Engineering, LLC

430 SHIPLEY LANE STE. 109  
LORDSBURG, NY 14218

T: 516-434-4300 F: 516-434-4305

WWW.OPSENG.COM

DESIGN BY:	CHECKED BY:	DATE:	DOT/TA #	OS PROJECT #	SHEET #	SCALE:
		02/20/2018	7-366.00	TWC-1466	OF 18	1"=40'



COUNTY OF	TOWN NO.	SHEET NO.
FAYETTE	7-366.00	R25

**PRELIMINARY**

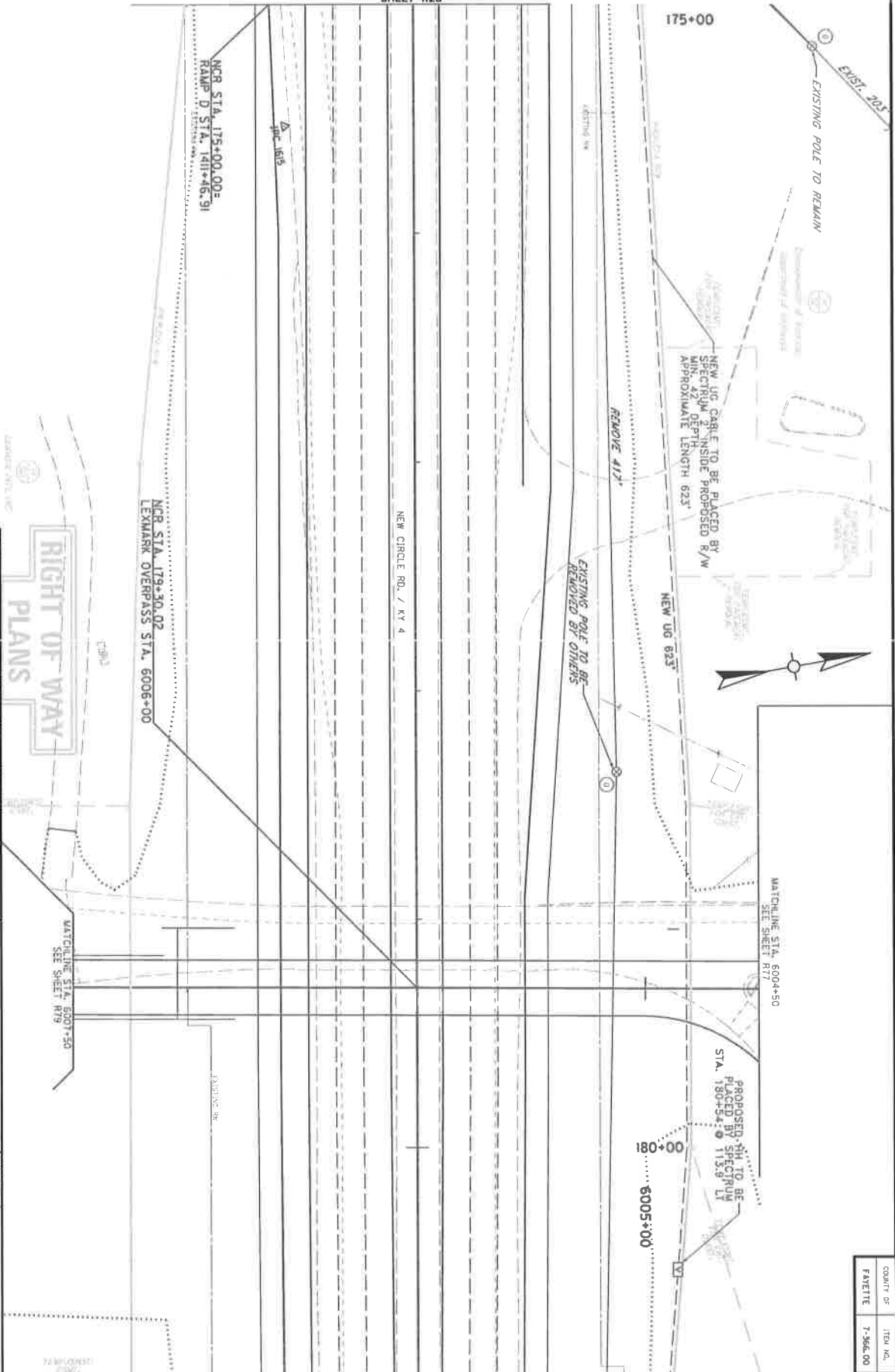
MATCH LINE STA. 175+00  
SHEET R25



LEGEND	REPORT SYMBOL	REF. BY	DATE	DESCRIPTION
COLOR CODING	CONDUIT			
	CONDUIT DIS. NO.			
	BLUE NEW			
	RED-REWORK			

**Ops**  
Engineering, LLC  
4599 BISHOP LAKE STE. 108  
LONSDALE, KY 40218  
T: 502-444-4477 F: 502-444-4343  
WWW.OPS-LLC.NET

ISSUED BY	DATE	DESCRIPTION
DESIGNED BY		
CHECKED BY		
DATE	05/22/2011	
DOT ITEM #	7-586.00	
NEW CABLE NO. (N/A, JTB-10 TO STA. 181+00)		
SPECTRUM FACILITY RELOCATION		
NEW CIRCLE NO. (FAVETTE COUNTY, KY)		
OSG PROJECT #	TWC-1485	
SHEET #	18 OF 18	
SCALE	1"=40'	



MATCH LINE STA. 181+00  
SHEET R29

COUNTY OF	ITEM NO.	SHEET NO.
FAVETTE	7-586.00	R23

# PRELIMINARY

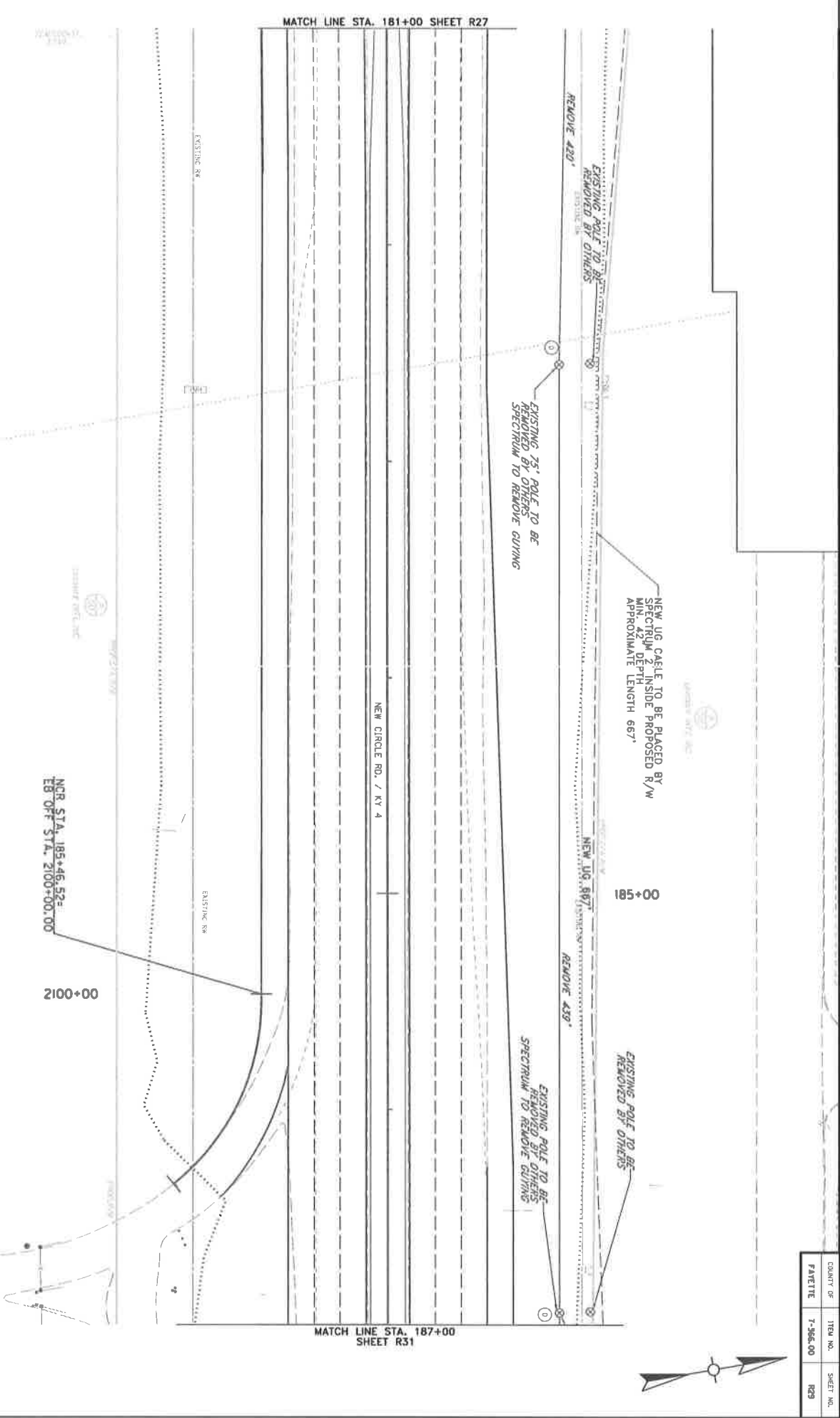


LEGEND	SYMBOL	DESCRIPTION
SPRINT GRID	(Symbol)	SPRINT GRID
CONTR	(Symbol)	CONTR
COLOR COORD	(Symbol)	COLOR COORD
RED - REMOVE	(Symbol)	RED - REMOVE
RED - REMOVE	(Symbol)	RED - REMOVE

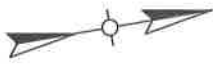
**Ops**  
Engineering LLC  
608 BIRCH LAKE BLVD  
LOUISVILLE, KY 40218  
T: 502-454-4300 F: 502-454-4300  
WWW.OPSENGR.COM

DATE	BY	DESCRIPTION
02/22/2013	7/8/8/8	7/8/8/8

NEW CIRCLE RD STA. 180+00 TO STA. 210+00  
SPECTRUM FACILITY RELOCATION  
NEW CIRCLE RD, FAYETTE COUNTY, KY  
OPS PROJECT # TWC-14-056  
SHEET # 06 OF 18  
SCALE 1"=40'



COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-366.00	R29



MATCH LINE STA. 187+00  
SHEET R29

**PRELIMINARY**



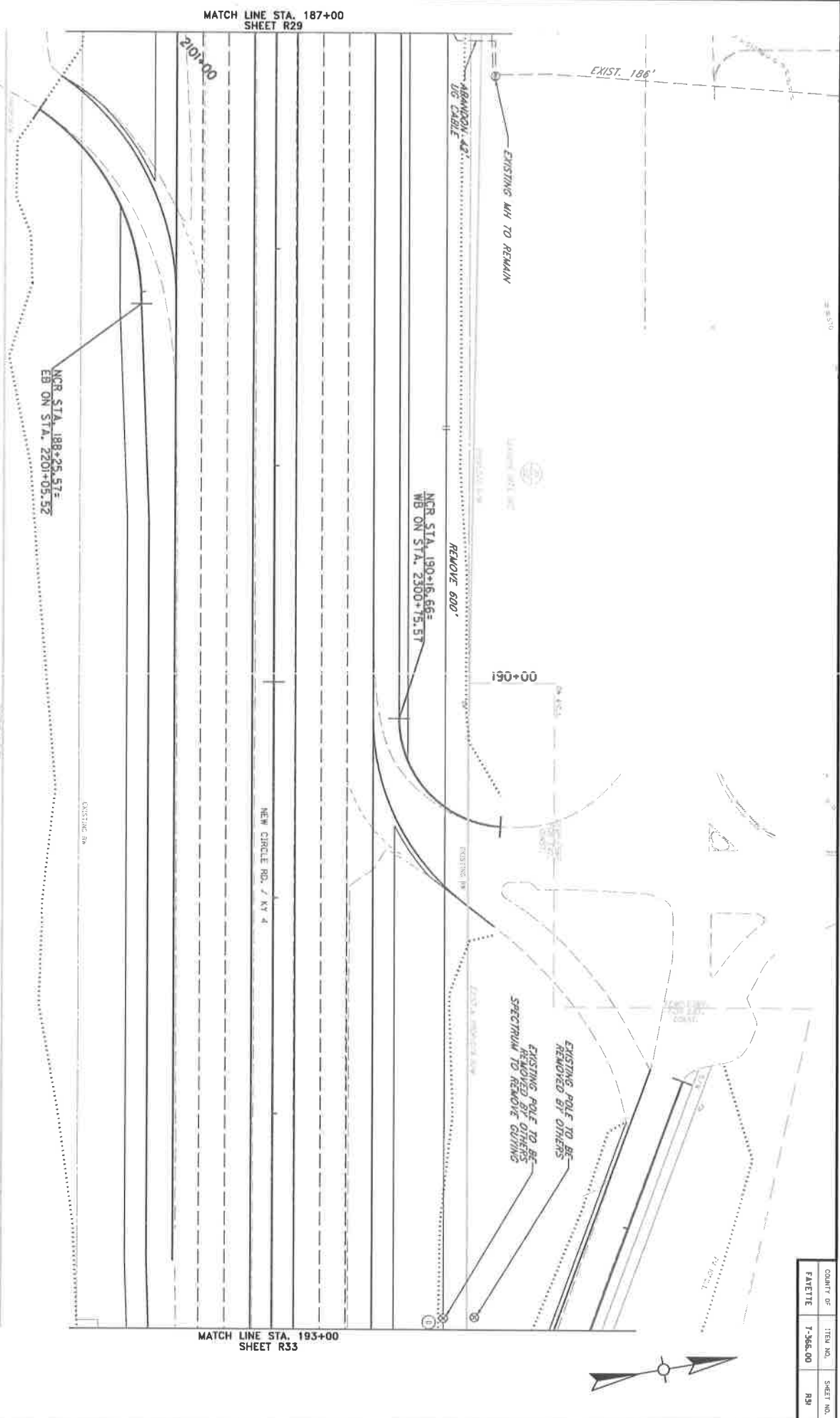
LEGEND	SYMBOL	DESCRIPTION
SUPPORT STRAND	(Symbol)	
CONDUIT	(Symbol)	
COLOR CODING:		
GREEN - EXISTING		
BLUE - NEW		
RED - REMOVE		

**Ops**  
Engineering LLC

OPS ENGINEERING, LLC  
4800 BRISQOR LANE, STE. 100  
LOUISVILLE, KY 40218  
WWW.OPS-ENGINEERING.NET T: 502-454-8787 F: 502-454-8352

DESIGNED BY:	DATE:	9/22/2011
CHECKED BY:	DATE:	7-28-10
DRAWN BY:	DATE:	

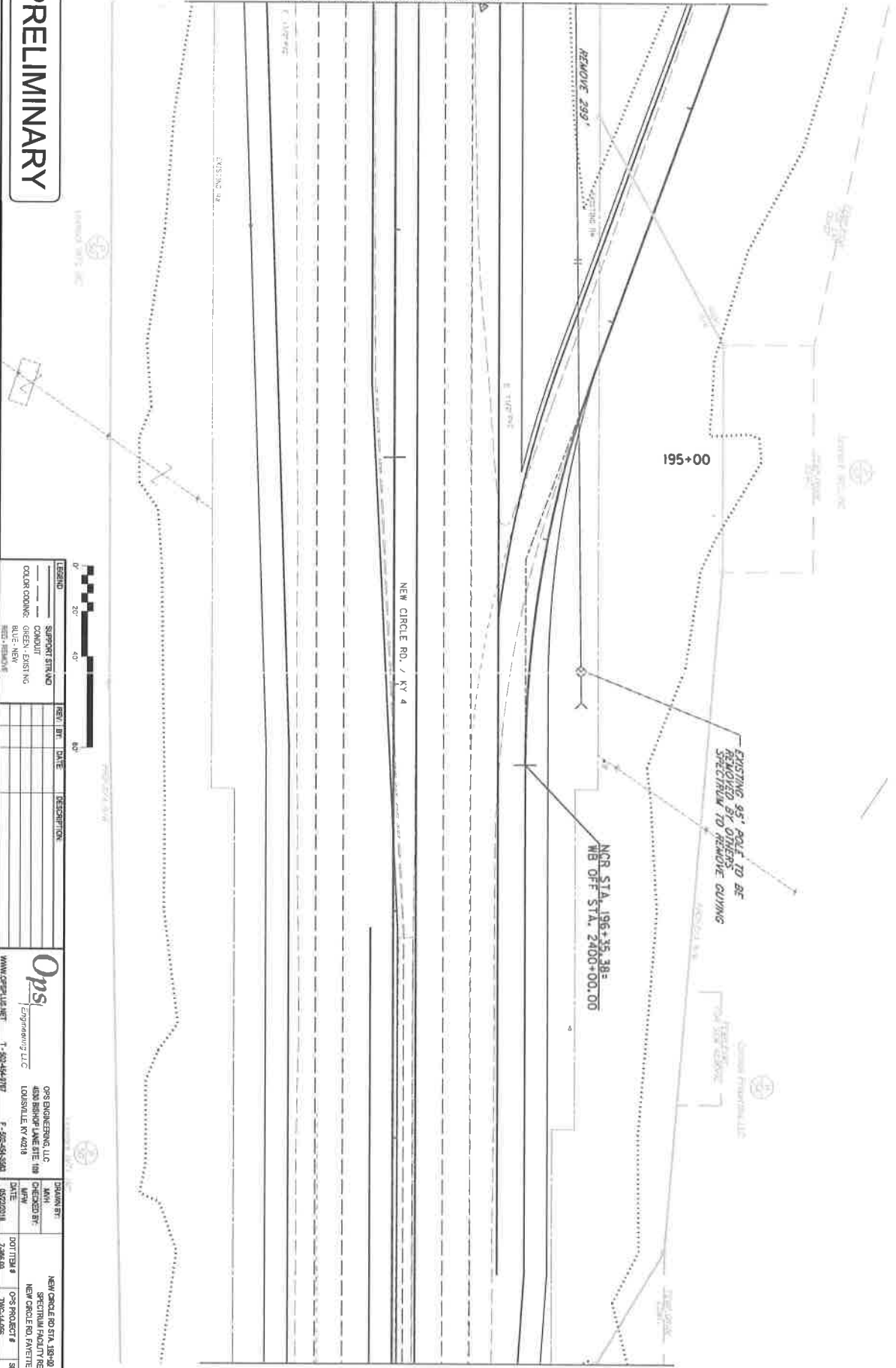
NEW CIRCLE RD STA. 187+00 TO STA. 188+00  
SPECTRUM FACILITY RELOCATION  
NEW CIRCLE RD, PAINTE COUNTY, KY  
OPS PROJECT # TWC-14-055  
SHEET # 10 OF 18  
SCALE 1"=40'



MATCH LINE STA. 193+00  
SHEET R33

QUANTITY OF	ITEM NO.	SHEET NO.
PLATE	7-366.00	8/9

**PRELIMINARY**



REVISION	DATE	DESCRIPTION

**Ops**  
Engineering LLC

OPS ENGINEERING, LLC  
4830 BIRCHMOUNT AVE #100  
LOUISVILLE, KY 40218  
F. 502-634-5241

WWW.OPSENGINEERING.COM 1-800-454-9707

DRAWN BY	AMH	NEW CIRCLE RD STA. 193+00 TO STA. 198+00
CHECKED BY	WPH	SECTIONAL FACILITY RELOCATION
DATE	05/22/2018	NEW CIRCLE RD, DANFORTH COUNTY, KY
DOT ITEM #	7-966.00	OPS PROJECT #
SCALE	1"=40'	SHEET #
		11 OF 18

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-966.00	R33

# PRELIMINARY



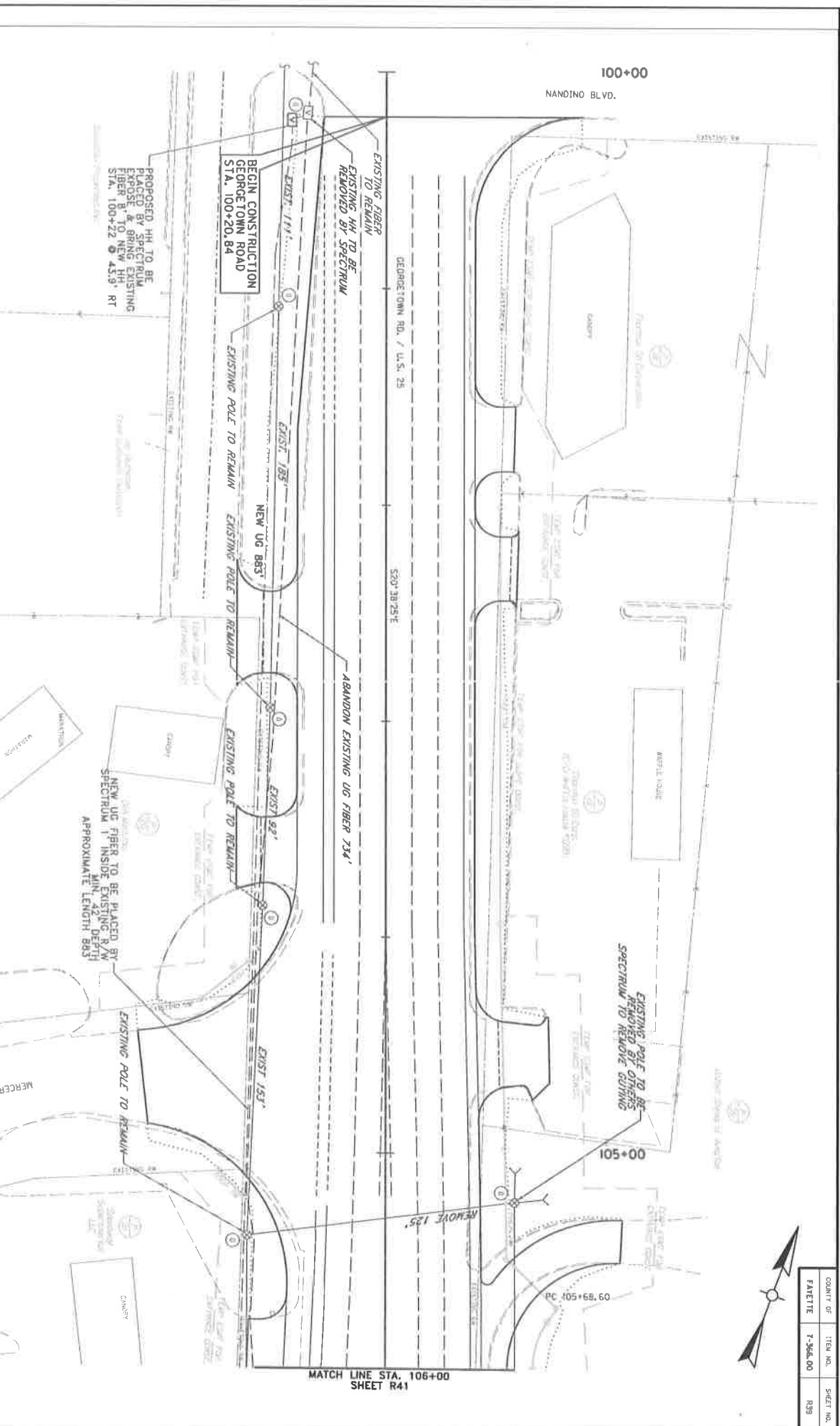
LEGEND	SUPPORT STRAND	REV	BY	DATE	DESCRIPTION
—	CONDUIT				
—	STRAND				
—	NEW				
—	REMOVE				

REV	BY	DATE	DESCRIPTION

**Ops**  
 Engineering LLC  
 401 BERG LANE STE 100  
 LOONSTULE NJ 07038  
 WWW.OPSENG.COM F: 908-949-9777 F: 908-949-9393

DATE	BY	DESCRIPTION
04/29/11	MM	DESIGN
05/11/11	MM	REVISED
07/15/11	MM	REVISED
07/21/11	MM	REVISED
07/21/11	MM	REVISED
07/21/11	MM	REVISED

GEORGETOWN RD STA. 1090+00 TO STA. 106+00  
 SPECTRUM FACILITY RISE COUNTY, NY  
 NEW CIRCLE RD, FRENCH CREEK, NY  
 SHEET 7  
 OF 11  
 SCALE 1"=40'

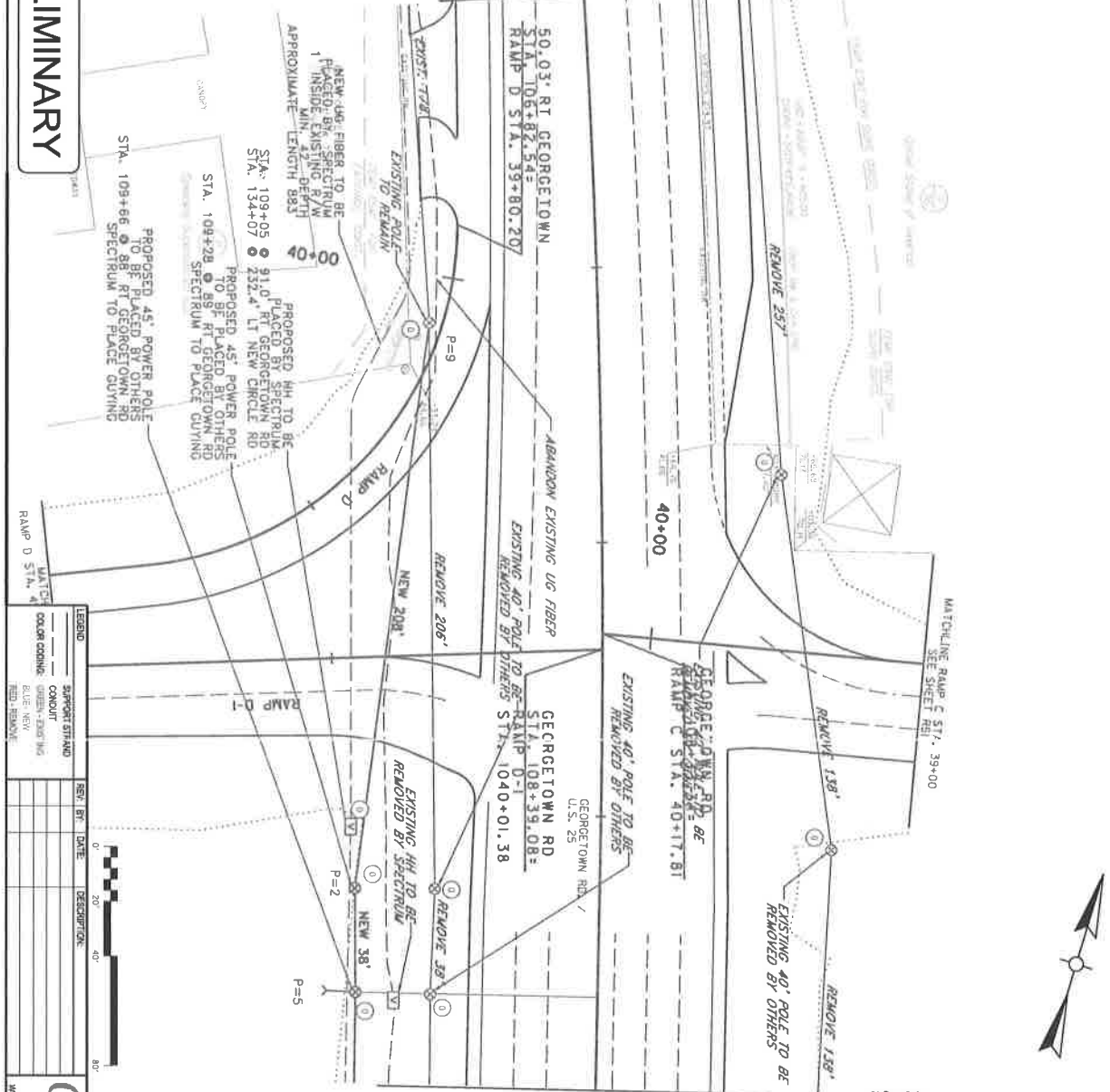


COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-366.00	R39



**PRELIMINARY**

MATCH LINE STA. 106+00  
SHEET R59



MATCH LINE STA. 110+00  
SEE SHEET R13



LEGEND	SUPPORT STRAND	REV. / DATE	DESCRIPTION
CONDUIT	CONDUIT		
NEW	NEW		
REMOVE	REMOVE		

**Ops**  
Engineering LLC

450 BISHOP LANE STE. 108  
LOUISVILLE, KY 40218  
F: 502-444-4380

WWW.OPSENG.COM  
1-800-444-4380

DRAWN BY:	OPS ENGINEERING, LLC
CHECKED BY:	450 BISHOP LANE STE. 108
DATE:	LOUISVILLE, KY 40218
DATE:	7-28-03
PROJECT #:	GEORGETOWN RD STA. 109+00 TO STA. 110+00
PROJECT #:	SPECTRUM FACILITY RELOCATION
PROJECT #:	NEW CIRCLE RD. PAVTITE COUNTY, KY
PROJECT #:	OPS PROJECT #
PROJECT #:	TWC-1456
SHEET #:	51 OF 18
SCALE:	1"=40'

COUNT #	ITEM NO.	SHEET NO.
PALETTE	7-366.00	RAI










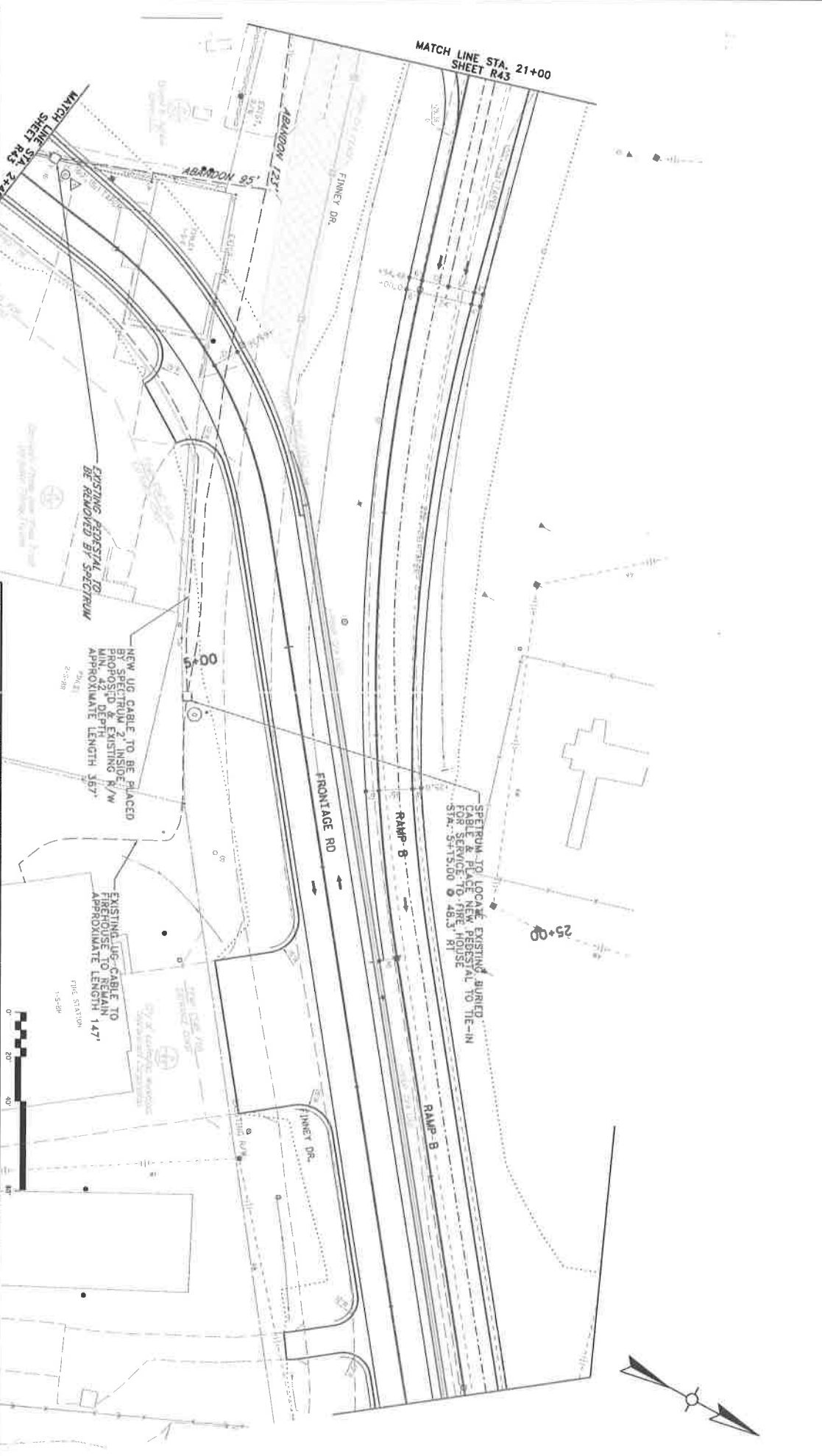
**PRELIMINARY**

LEGEND	SUPPORT STR. NO.	REV.	BY	DATE	DESCRIPTION
CONDUIT					
COLOR CODING:					
GREEN					EXISTING
BLUE					NEW
RED					REVISION

REV.	BY	DATE	DESCRIPTION


  
 Ops Engineering LLC  
 4580 BRISQOR LANE STE. 100  
 LOUISVILLE, KY 40218  
 WWW.OPSENG.COM T: 502.454.9752 F: 502.454.5383

DATE	DESCRIPTION	SCALE
06/22/2018	NEW CABLE NO STA. 02+00 TO STA. 02+092	1"=40'
	SPECTRUM FACILITY RELOCATION	
	NEW CABLE NO. FINNEY COUNTY, KY	
	OPS PROJECT #	
	TWC-14984	
	SHEET #	
	27 OF 35	



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	7-366.00	R49

**PRELIMINARY**



LEGNB	REV.	DATE	DESCRIPTION
---			SUPPORT STRUOD
---			CONDUIT
---			GRASS EXPOSURE
---			RED-BROWN
---			RED-YELLOW

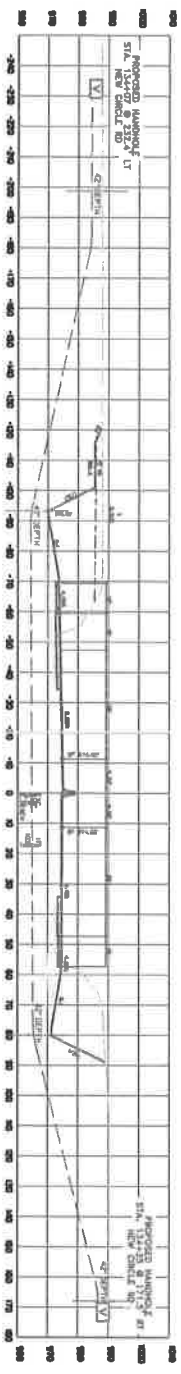
  

OPS ENGINEERING, LLC 4580 BRISPORT LANE STE. 108 LOUISVILLE, KY 40218 F-502-44-4380	
WWW.OPS-ENGINEERING.COM	7-502-44-4372

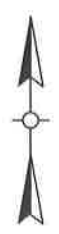
  

DATE	BY	CHECKED BY	DOT ITEM #	OPS PROJECT #	SHEET #	SCALE
08/22/09	JRW		2-48010	TRC-14-08	31 OF 38	1"=40'

**CROSS SECTION  
NEW CIRCLE ROAD  
CENTERLINE STA. 134+17.6**



DIRECTIONAL BORE PROFILE UNDER  
NEW CIRCLE ROAD  
BETWEEN PROPOSED HANDHOLES



# PRELIMINARY

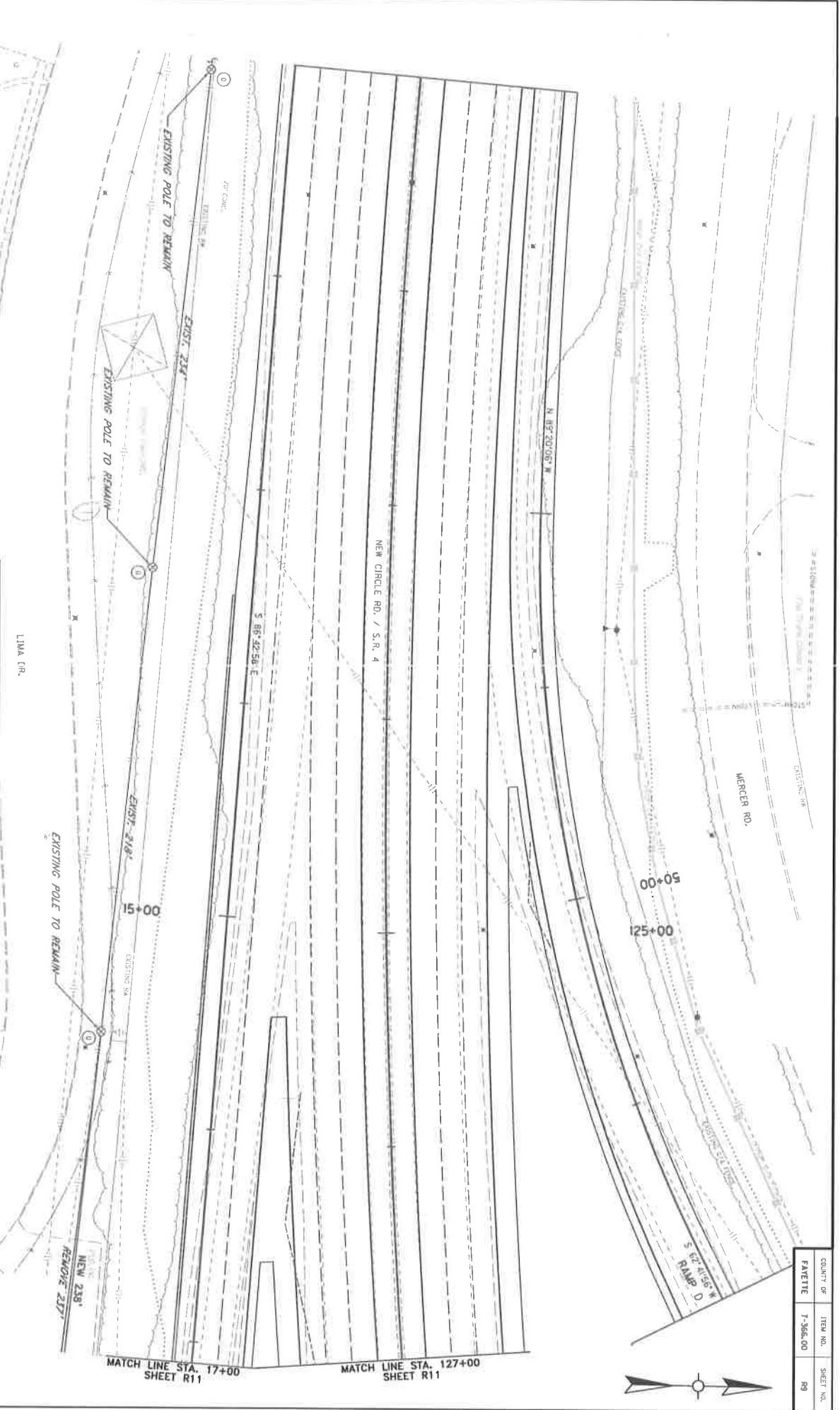


LEGEND	SUPPORT STR. NO.
CONDUIT	GREEN - EXISTING
NEW	BLUE - NEW
REVISION	RED - REVISION

REV.	BY	DATE	DESCRIPTION

**Ops**  
Engineering LLC  
4630 BRISQOR LANE STE. 108  
LOUISVILLE, KY 40218  
WWW.OPSEAL.NET T: 502.424.9757 F: 502.424.5353

DESIGNER	CHECKED BY	DATE	DOT ITEM #	PROJECT #	SHEET #	SCALE
AMH	MEW	05/22/2018	7-365.00	TWC-1458	01 OF 18	1"=40'



MATCH LINE STA. 17+00  
SHEET R11

MATCH LINE STA. 127+00  
SHEET R11

COUNTY OF	TOWN NO.	SHEET NO.
FAYETTE	7-365.00	R9

**PRELIMINARY**

EXISTING 35'-SOLID  
TO BE REMOVED  
BY OTHERS  
SPECIFIED TO  
REMOVE GIVING  
P=18

PROPOSED 95' STEEL  
POWER POLE TO BE  
PLACED BY OTHERS  
SPECIFIED TO  
PLACE GIVING

MATCH LINE STA. 17+00  
SHEET R9

MATCH LINE STA. 127+00  
SHEET R9

MATCH LINE STA. 18+00  
SHEET R47

MATCH LINE SHEET R47

MATCH LINE SHEET R47

MATCH LINE STA. 133+00  
SHEET R13

MATCHLINE - SEE SHEET R03

130+00

NEW CIRCLE RD. / S.R. 4

N75°58'20"E

NEW 275'



LEGEND	REVISION	DATE	DESCRIPTION
SUPPORT STRAND			
CONDUIT			
STEEL STRAND			
REINFORCING			

**Ops**  
Engineering, LLC  
430 BISHOP LINE STE. 108  
LOUISVILLE, KY 40218  
F: 502-436-3333

DATE	5/22/2018	DATE	
BY	WFW	CHECKED BY	
PROJECT #	OSR-14-581	SHEET #	13
PROJECT	NEW CIRCLE RD. / S.R. 4	SCALE	1"=40'

COUNTY #	ITEM NO.	SHEET NO.
FAVETTE	7-366.00	RM



# PRELIMINARY

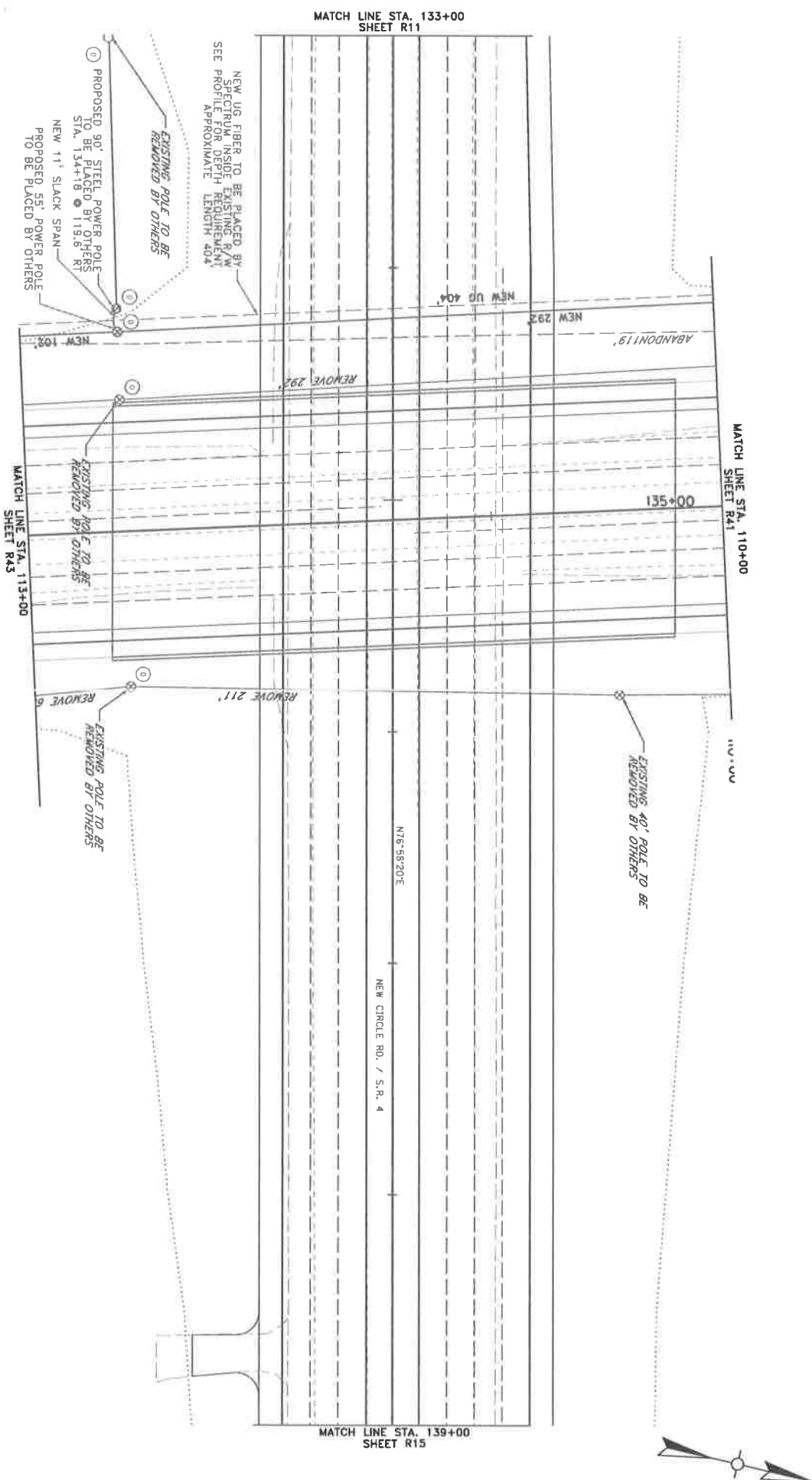


LEGEND	SUPPORT STRUC.	CONDUIT
---	---	---
---	---	---
---	---	---

REV.	BY	DATE	DESCRIPTION

**Ops**  
Engineering LLC  
4800 BIRCH LAKE DR STE 108  
LOUISVILLE, KY 40218  
F: 502-454-4583  
WWW.OPSENGINEERING.COM

DRAWN BY: MMH	CHECKED BY: JMW	DATE: 09/22/08	NEW CIRCLE RD STA. 139+00 TO STA. 139+98
DO NOT SCALE	SCALE: 1"=40'	PROJECT #	SHEET #



QUANTITY OF	ITEM NO.	SHEET NO.
PAVEMENT	7-366.00	R13

