



Kentucky Transportation Cabinet
Division of Right of Way & Utilities
**UTILITY RELOCATION KEEP COST AGREEMENT
PURSUANT TO KRS 177.035**

Bourbon County, 00STP4601053
FD52 009 87688 01U
Reconstruct US 460
Item No. 7 - 8705.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Harrison County Water Association, P.O. Box 215, 2167 US 27 South, Cynthiana, KY 41031, hereinafter referred to as the Company.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes the following: improve US 460 from KY 353 (Russell Cave Road) to US 27 Bypass in Paris from mile point 1.39 to mile point 7.69, 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. 87688 005, dated 07-06-2020, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of **\$254,182.01**.
3. The right of way for the proposed roadwork for the KY 353 (Russell Cave Road) approach will pass over and include certain water facilities constructed and now maintained by the Company.
4. The said facilities will be relocated as designed by the Company and shown on the Cabinet's survey and general plan sheets.

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5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Company or obtained by the Cabinet and granted to the Company.
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 Company is authorized herein to make the necessary removal, alterations or adjustments of its existing facilities with the Company's regular engineering, construction, and maintenance forces. Said work is to be reimbursed with 100% of the cost to be borne by the Cabinet and 0% of the costs to be borne by the Company.
8. If the Company chooses to use a contractor or a subcontractor, the Company 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. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Company's failure to acquire said approvals. Said work is to be paid under a contract let by the Company, 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 Company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all construction labor, equipment and materials to make and complete all necessary adjustments of its 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 or adjusted include approximately nine hundred forty (940) feet of six (6) inch PVC water line, and various appurtenances and or attachments. The estimated cost to the Cabinet for the relocation and/or adjusting is \$254,182.01, which is 100% of the total cost (\$254,182.01) and is to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.
11. If the Company proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable. Such betterment work to be done is substantially as follows:

N/A. Such betterment work is estimated to cost \$0 and is to be borne by the Company.
12. The scope of work to be completed under this Agreement is substantially as follows: the Company will retire in place approximately nine hundred forty (940) feet of six (6) inch PVC water line and various appurtenances and/or attachments. Additionally, the Company will install approximately: nine hundred forty (940) feet of six (6) inch PVC water line; eighty (80)

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- feet of twelve (12) inch steel encasement pipe; two (2) blowoff hydrant assemblies with valves; and various appurtenances and/or attachments.
13. The Company shall complete the relocation of said facilities within the schedule specified in this Agreement, which shall not exceed ninety (90) consecutive days. The Company schedule shall commence on the right-of-way clearance date or right-of-entry date provided to the Company by the Cabinet in a written authorization to begin work. Any alterations to the right-of-way clearance or right-of-entry date shall be provided to the Company by the Cabinet and the schedule shall commence pursuant to the amended date. Extensions to the schedule may be granted if agreed to by the Company and Cabinet and shall be requested by submission of a change order. The road contract shall include a calculated completion date for this relocation based upon the right of way clearance date and the Company schedule as defined in this Agreement. Failure to complete the work within the schedule defined herein may result in additional road project costs and claims.
14. The Company shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. 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. Said change order must be reasonably detailed and include proper itemizations from the Company, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If the Company 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.

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15. The Company shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
16. 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.
17. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, shall be a minimum of eighteen (18) feet, meet National Electric Safety Code, (NESC) standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-212.
18. On any relocation project, overhead utilities crossing the interstate or other controlled access highway, roadways, and ramps shall have a minimum vertical clearance of twenty-four (24) feet, meet National electrical Safety Code (NESC) Grade "B" – Heavy Loading standards and

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all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permit's Manual policy, including permits form TC 99-211.

19. 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 cable, communications, data, water and sewer utilities is forty-two (42) inches. On fully controlled access routes, natural gas, oil and petroleum fraction lines, the minimum depth is sixty (60) inches. Underground natural gas, oil and petroleum fraction lines on non-fully controlled access routes must be a minimum of sixty (60) inches under roadways, shoulders, ramps, and ditch line and a minimum of forty-two (42) inches in all other areas within state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exception may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.
20. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole lines installed longitudinally shall be located outside the clear zone.

RESPONSIBILITIES OF KYTC

21. The Cabinet will reimburse the Company for the actual cost of the work upon presentation of invoices from the Company. The Company will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.
22. Itemized bills from the Company 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
in accordance with 23 CFR 645.117:**

Current Billings. The Company may submit current 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 Cabinet.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, the Company shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Company pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the Company. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.

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ADDITIONAL REQUIREMENTS

23. The Company certifies that it is in compliance with the provisions of 200KAR5:314. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Company also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884
24. In the event of a dispute between the Company 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.
25. All records of the Company 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).

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26. 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.
27. The work of altering and maintaining the Company's facilities covered by this Agreement, at any time after they have been relocated by the Company as herein provided, shall be done by the Company 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.
28. The Company shall comply with the 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).
29. 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.
30. Limited to acts related to this Agreement, the Company agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations or litigation that result

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from: (1) any material breach of this Agreement by the Company; (2) any and all negligent acts of the Company; and (3) any policy, procedure or employment practice of the Company violating applicable Federal, State or local laws.

31. 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.
32. The Company 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. The Company shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the Cabinet. The Company shall adequately protect adjacent property as provided by law and this Agreement.
33. The Company 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 Company 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.

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34. KRS 45A.480 requires the Company to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, the Company agrees that all contractors and subcontractors employed, or to be employed in connection with this Contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.
35. KRS 45A.485 requires the Company and all contractors and 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 Company 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 Company and all contractors and 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 Company and all contractors and subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that

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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.

Company must check one:

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

The Company 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.

36. By execution of this Agreement, the Company 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).
37. To the extent applicable to this agreement, the Company shall comply with the Buy America requirements set forth in 23 U.S.C. 313, 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA), 117-58, including the Build America, Buy America Act (BABA) 117-58,

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Section 70301-52 for the permanent inclusion of articles, materials, or supplies classified as: (1) iron or steel; (2) a manufactured product; or (3) a construction material. The Company 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 Company's facilities set forth in 23 CFR 645 and over regulations which allow the Company to furnish materials from company stock set forth in 23 CFR 645.117(e). Company stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The Company 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, IIJA, BABA, and Federal Highway Administration guidance. The Company must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the Company 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. Products permanently incorporated into the project shall be company 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.

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

The Company 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 Company 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 Company agrees to provide, upon request, needed reasonable accommodations. The Company 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

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pay or other forms of compensations; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Federal law.

In all solicitations or advertisements for employees placed by or on behalf of the Company, the Company 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 Company 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 Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Company 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 Company 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 Company 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

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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 Company'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 Company 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 Company 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 contractor, subcontractor or vendor. The Company 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 Company becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

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40. The Cabinet shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the Company by registered or certified mail.
41. 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 Company thirty (30) calendar days written notice of termination of the contract due to lack of available funding.
42. 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.
43. The Cabinet reserves the right in its sole discretion to demand that the Company and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Company in writing to undertake only, reasonable and necessary additional work or services and acquire,

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expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.

44. The Company affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any Agreement awarded. The Company shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
45. 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, and agree to the terms and conditions. The Company warrants that the existing water 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 Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

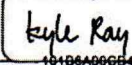
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

On the date of _____ 2022.

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities
SIGNATURE: _____ Division Director

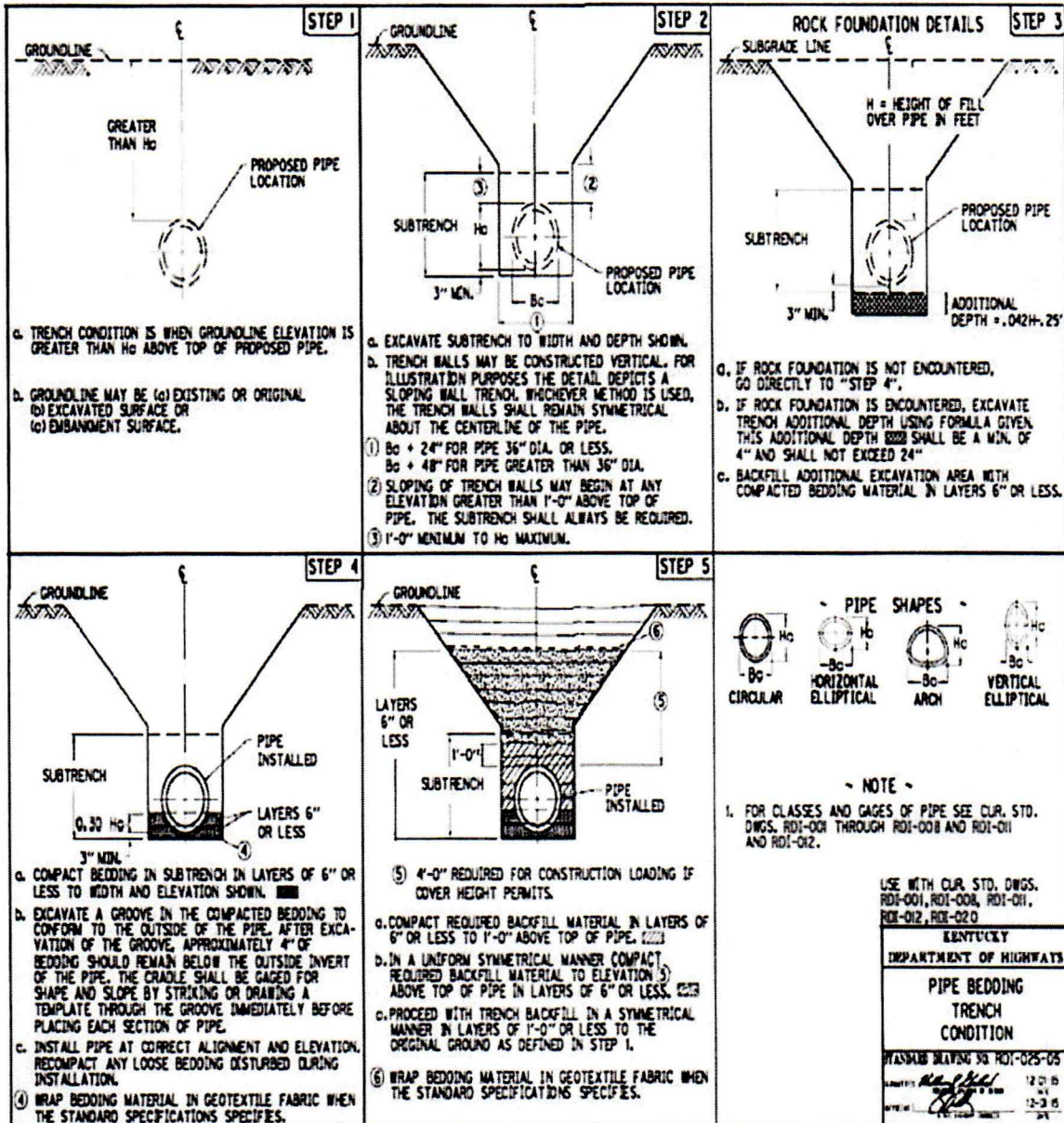
Approval of the Utilities & Rail Branch
SIGNATURE:  TEBM - Utilities and Rail
DATE: 11/29/2022

Approved Form and Legality
SIGNATURE:  Office of Legal Services
DATE: 11/29/2022

Approval of Company	
SIGNATURE: _____	DATE: _____
TITLE: _____	

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Commonwealth of Kentucky
Transportation Cabinet
Department of Highways
District Seven Permits

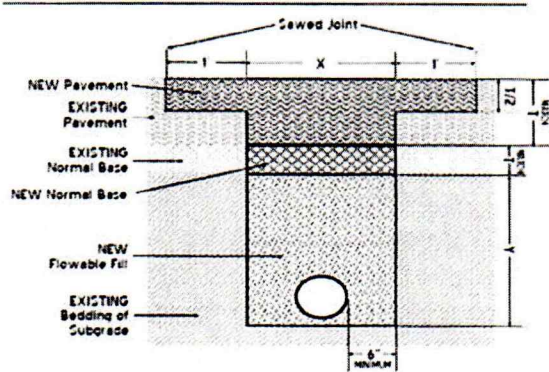
Pavement Restoration



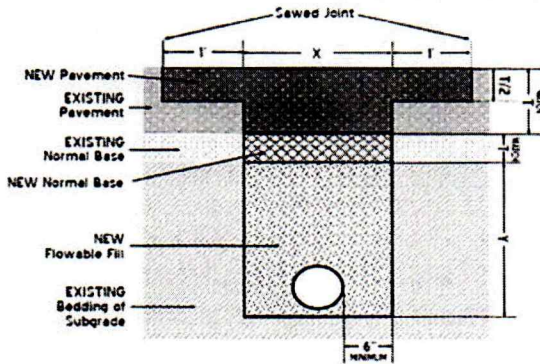
GENERAL NOTES:

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.

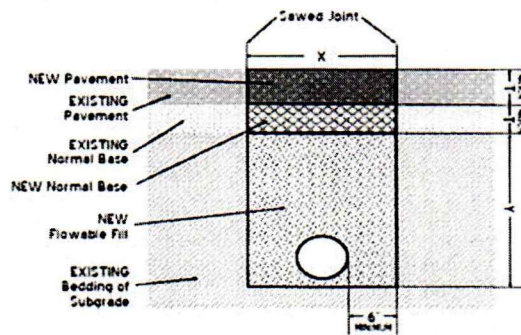
CONCRETE PAVING



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.

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Bourbon County, Item No. 7-8705.00, US 460		OWNER: Harrison County Water Assoc. 433 Sea Biscuit Way Cynthiana, KY 41031		ENGINEER: Strand Associates, Inc. 325 West Main Street, Suite 710 Louisville, KY 40202	
KY 353 Water Main Relocation		OPINION OF PROBABLE CONSTRUCTION COSTS			
NO.	ITEM	QTY	UNIT	UNIT COST	TOTAL
1	6" PVC Class 200 Pipe, AWWA C900 DR 14, furnishing, trenching, laying and backfilling. INCL all associated tees, reducers, and bends (unclassified excavation).	940	LF	\$75	\$70,500
2	12 IN steel casing pipe, furnishing and installing, under state, county, and city maintained roads, INCL unclassified boring and/or jacking (water pipe not included). (36 LF under Road, approx. 44 LF under stream)	80	LF	\$300	\$24,000
3	6 IN C.I. AWWA N.R.S. gate valve and box, CIP, includes furnishing, trenching, laying, and backfilling (unclassified excavation).	2	EA	\$2,000	\$4,000
4	Blowoff hydrant assembly with 6"x4" tee and 6 IN gate valve, furnishing, trenching, laying and backfilling (unclassified excavation).	2	EA	\$5,000	\$10,000
5	Tie-in to existing 6 IN water mains, including MJ sleeves, bends, furnishing, and installation (unclassified excavation).	2	EA	\$5,500	\$11,000
6	Cleanup and restoration, including furnishing, material, daily mulch, and labor according to contractor's Storm Water Erosion and Pollution Control Plan.	940	LF	\$10	\$9,400
7	Bituminous roadway, driveway, and parking lot restoration, including sawcutting, removal, furnishing, backfill, placement, and finishing.	90	SF	\$15	\$1,350
8	Concrete roadway, driveway, and parking lot restoration, including sawcutting, removal, furnishing, backfill, placement, and finishing.	50	SF	\$60	\$3,000
9	Abandoned and preparation of water main in place	943	LF	\$15	\$14,145
10	Remove existing hydrant, includes labor, equipment and associated material needed.	2	EA	\$1,000	\$2,000
11	Customer services same side of road as main with tandem meter setter, CIP, as per detail.	2	EA	\$1,500	\$3,000
12	Customer services opposite side of road as main with meter setter, CIP, as per detail.	1	EA	\$3,000	\$3,000
13	Additional 3/4 IN service pipe, furnishing, trenching, laying and backfilling where required.	60	LF	\$25	\$1,500
14	Rock Excavation	280	CY	\$100	\$28,000
TOTAL KY 353 Water Main Relocation					\$184,895
PROJECT CONTINGENCIES - 10 Percent					\$18,490
TOTAL CONSTRUCTION COST OPINION					\$203,385

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ENGINEERING SERVICE CONTRACT PROPOSAL AND CHECK LIST

- NOTES: (1) Engineering Service Contracts will be submitted
In triplicate to District Utility Agent/Engineer
(2) Rough Construction cost estimate will be prepared
by consultant and will accompany the Engineering
Service Contract.

A. Preliminary Design and Planning

- | | |
|--|-------------------|
| (1) Verify size and location of existing utility facilities.
If shown incorrectly on road plans, furnish plan
Sheets showing corrected location of facilities. | <u>\$1,560.63</u> |
| (2) Mileage, Subsistence, Misc. Expenses | <u>\$45.10</u> |
| Sec. A Total | <u>\$1,605.73</u> |

Note: If necessary, have Utility company use necessary equipment
to expose existing utility facilities. Tie down horizontal and vertical
location.

B. Preparation of Plans, Estimate & Specifications

- | | |
|--|--------------------|
| (1) Perform necessary field work
(a) Identify existing facilities to be relocated or abandoned
(b) Perform any additional field work necessary to
prepare estimate and plans. | <u>\$748.67</u> |
| (2) Prepare detailed construction cost estimate and plans.
(a) Use plan sheets furnished unless otherwise approved
by the Cabinet.
(b) Prepare cross sections on all new road crossings.
(c) Show betterment credits if applicable.
(d) Show sheet totals of major items to be installed,
removed/abandoned. | <u>\$7,584.46</u> |
| (3) Prepare Specifications | <u>\$5,347.16</u> |
| (4) Submit Water/Sewer plans and application to the Construction
Grants Branch in the Division of Water and secure approval.
Provide District Utility Agent with copy of approval letter. | <u>\$1,469.74</u> |
| (5) Mileage, Subsistence, Misc. Expenses | <u>\$1,526.30</u> |
| Sec. B Total | <u>\$16,676.33</u> |

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C. Preparation of Bid Proposal

(1) Prepare proposal to advertise and award contract.	
(a) Bid solicitation	
(b) Tabulate Bids	
(c) Award of Contract	
(d) When work is to be made part of road construction, Submit plans (on mylars), estimate and specifications To the District Utilities Agent/Engineer in accordance With procedure outlined in Utilities Memorandum No. 6-89.	<u>\$7,036.07</u>
(2) Coordinate utility relocation with all other utility Companies to insure there are no conflicts.	<u>\$0.00</u>
(3) Mileage, Subsistence, Misc. Expenses	<u>\$837.40</u>
Sec. C Total	<u>\$7,873.47</u>

D. Right of Way/Easements (If necessary)

(1) Description	<u>\$947.04</u>
(2) Accompanying Plats	<u>\$947.04</u>
(3) Field work if required	<u>\$0.00</u>
(4) Mileage and subsistence	<u>\$137.40</u>
Sec. D Total	<u>\$2,031.48</u>

E. Construction Contract Administration

(1) Perform field staking as specified in contract.	<u>\$0.00</u>
(2) Perform resident inspection as specified in contract	<u>\$16,875.72</u>
(3) Process billings	
(a) Current billings	
(b) Final billing including submission of three (3) sets of As-Built Plans	<u>\$4,100.28</u>
(4) Mileage and subsistence	<u>\$1,634.00</u>
Sec. E Total	<u>\$22,610.00</u>
Grand Total	<u>\$50,797.01</u>

COORDINATE SYSTEM

Coordinates for horizontal control were obtained from GPS methods and adjusted to the National NAD83/FBN System.
 Coordinates are based on State Plane Coordinate System Single Zone and in U.S. Survey Feet.
 No project Grid Factor was used for this project.

BASIS OF ELEVATIONS

Elevations were derived from GPS methods and are adjusted to the NAVD83 Vertical Datum. Geoid model used was Geoid12A.

CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates			STATION	OFFSET
		NORTH (N)	EAST (E)	ELEV. (Z)		
101	ALUMINUM DISK IN CONCRETE	397197.46	531121.38	910.51	502+15.29	46.24' LT
102	ALUMINUM DISK IN CONCRETE	397197.46	531121.35	917.22	507+29.68	16.44' LT
103	IRON PIN WITH CAP	397198.37	531120.89	927.26	511+00.98	52.31' RT
104	IRON PIN WITH CAP	397166.34	531372.88	968.57	516+01.39	11.50' RT
105	ALUMINUM DISK IN CONCRETE	397193.39	531373.13	942.69	508+11.49	46.49' RT

ALL CONTROL POINTS, ROADWAY COORDINATES, AND RIGHT OF WAY MONUMENTS INFORMATION PROVIDED FROM KYTC ITEM NO. 7-8925.00 US 460 RIGHT OF WAY PLANS. CONTRACTOR TO VERIFY PRIOR TO BEGINNING CONSTRUCTION.

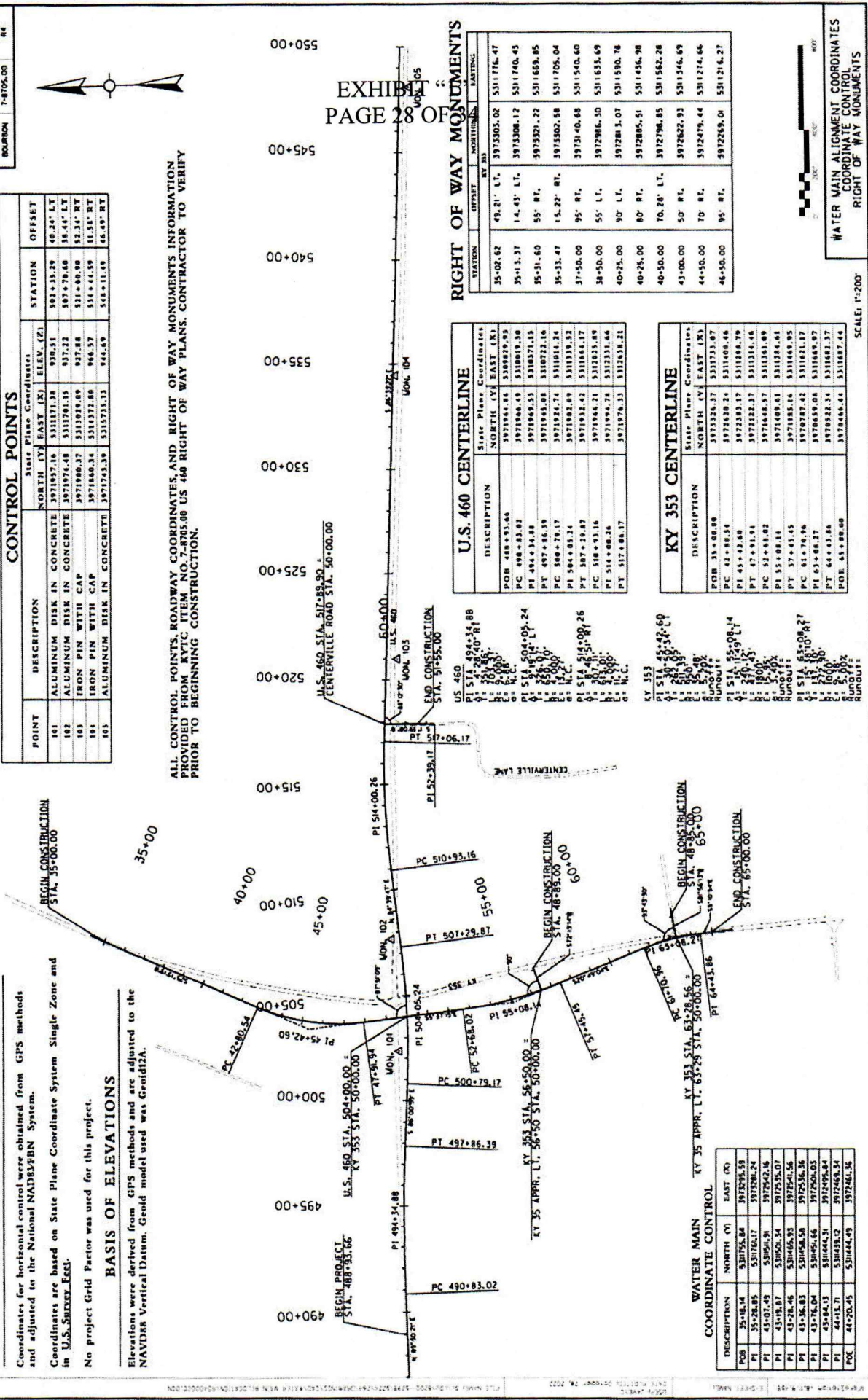


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RIGHT OF WAY MONUMENTS

STATION	OFFSET	MONUMENT	MARKING
55+00.00	49.21' LT.	3973303.02	531176.47
55+00.00	14.43' LT.	5973308.12	5311706.45
55+31.60	55' RT.	5973321.22	5311698.85
55+33.47	15.22' RT.	5973302.58	5311705.04
57+50.00	95' RT.	3973140.68	5311540.60
58+50.00	55' LT.	5972986.30	5311635.69
40+25.00	80' RT.	597285.51	5311590.78
40+50.00	70.28' LT.	5972798.85	5311562.28
43+00.00	50' RT.	5972622.93	5311546.69
44+50.00	70' RT.	5972479.44	5311524.66
46+50.00	95' RT.	5972263.01	5311516.27

U.S. 460 CENTERLINE

DESCRIPTION	State Plane Coordinates	
	NORTH (N)	EAST (E)
POB 488+83.44	3971944.84	5310829.83
PC 490+83.02	3971946.53	5310819.38
PT 494+34.88	3971960.53	5310571.15
PT 497+86.39	3971944.88	5310722.16
PC 500+79.17	3971924.74	5311054.24
PT 504+83.26	3971982.09	5311339.32
PT 507+29.87	3971932.42	5311664.17
PC 510+93.16	3971968.71	5312025.89
PT 514+08.26	3971994.78	5312331.66
PT 517+08.17	3971976.33	5312638.21

KY 353 CENTERLINE

DESCRIPTION	State Plane Coordinates	
	NORTH (N)	EAST (E)
POB 33+08.88	3973326.37	5311733.87
PC 33+08.88	3973326.37	5311608.48
PT 43+02.88	3973323.17	5311288.79
PT 47+01.94	3973322.37	5311314.16
PC 52+04.02	3971648.57	5311964.89
PT 57+45.45	3971185.16	5311600.95
PC 63+08.37	3970787.02	5311621.17
PT 64+43.86	3970658.08	5311645.97
PT 65+08.88	3970622.34	5311687.37
POB 65+08.88	3970646.44	5311687.44

WATER MAIN COORDINATE CONTROL

DESCRIPTION	NORTH (N)	EAST (E)
POB 25+84.14	530755.84	397258.59
PT 35+28.85	530761.17	397276.24
PT 43+01.49	53096.34	397292.46
PT 43+28.46	53065.93	397296.36
PT 43+36.83	53096.58	397296.36
PT 43+36.83	53096.58	397296.36
PT 43+36.83	53096.58	397296.36
PT 43+36.83	53096.58	397296.36
PT 43+36.83	53096.58	397296.36
PT 43+36.83	53096.58	397296.36
PT 43+36.83	53096.58	397296.36

WATER MAIN ALIGNMENT COORDINATES
 COORDINATE CONTROL
 RIGHT OF WAY MONUMENTS

SCALE: 1"=200'

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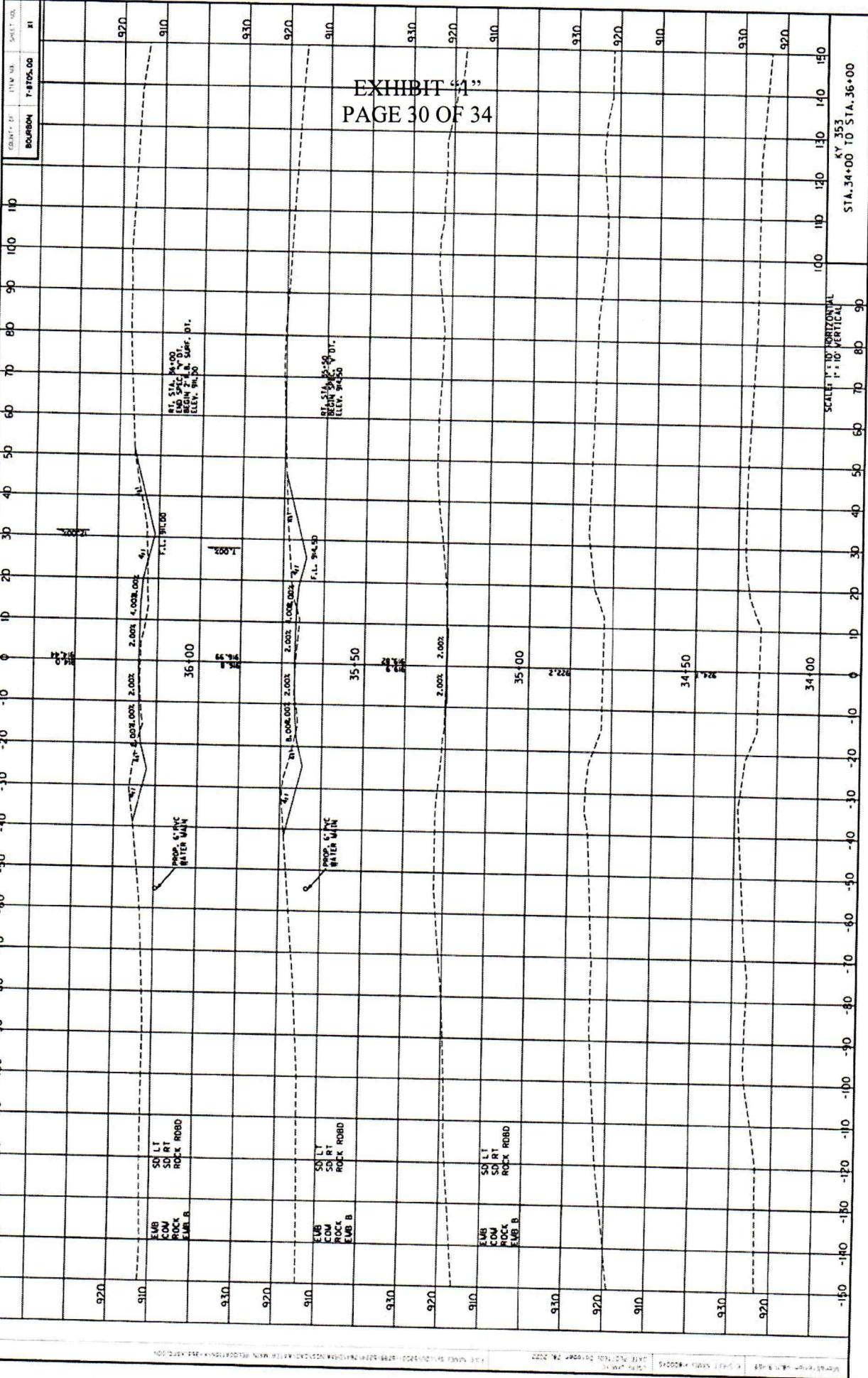


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SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL
KY 353
STA. 34+00 TO STA. 36+00

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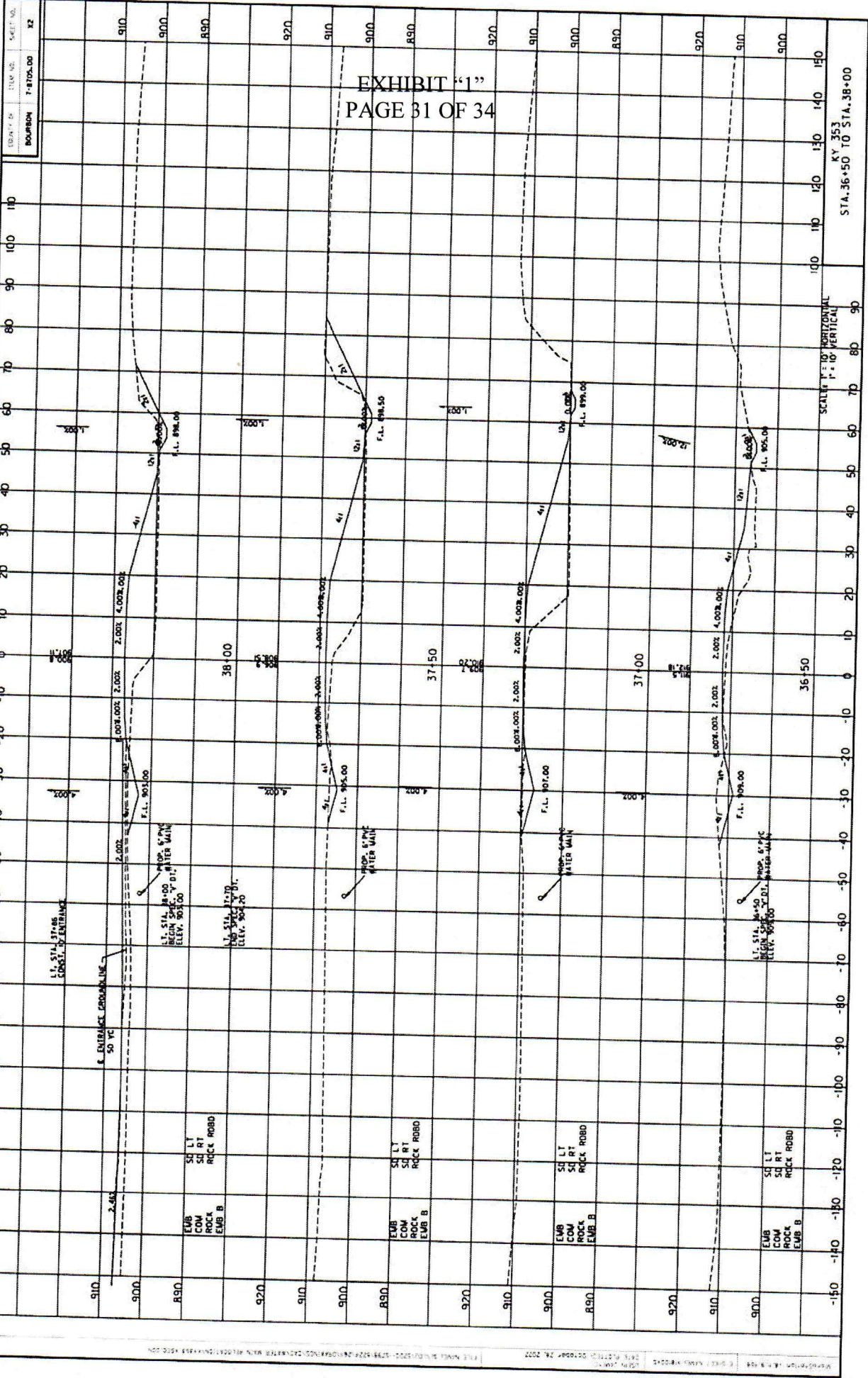


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SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL

STA. 36+50 TO STA. 38+00

DATE: 7-17-08
DRAWN BY: [illegible]

PROJECT: [illegible]

SHEET NO.: X2

DATE: 7-17-08

PROJECT: [illegible]

SHEET NO.: X2

DATE: 7-17-08

PROJECT: [illegible]

SHEET NO.: X2

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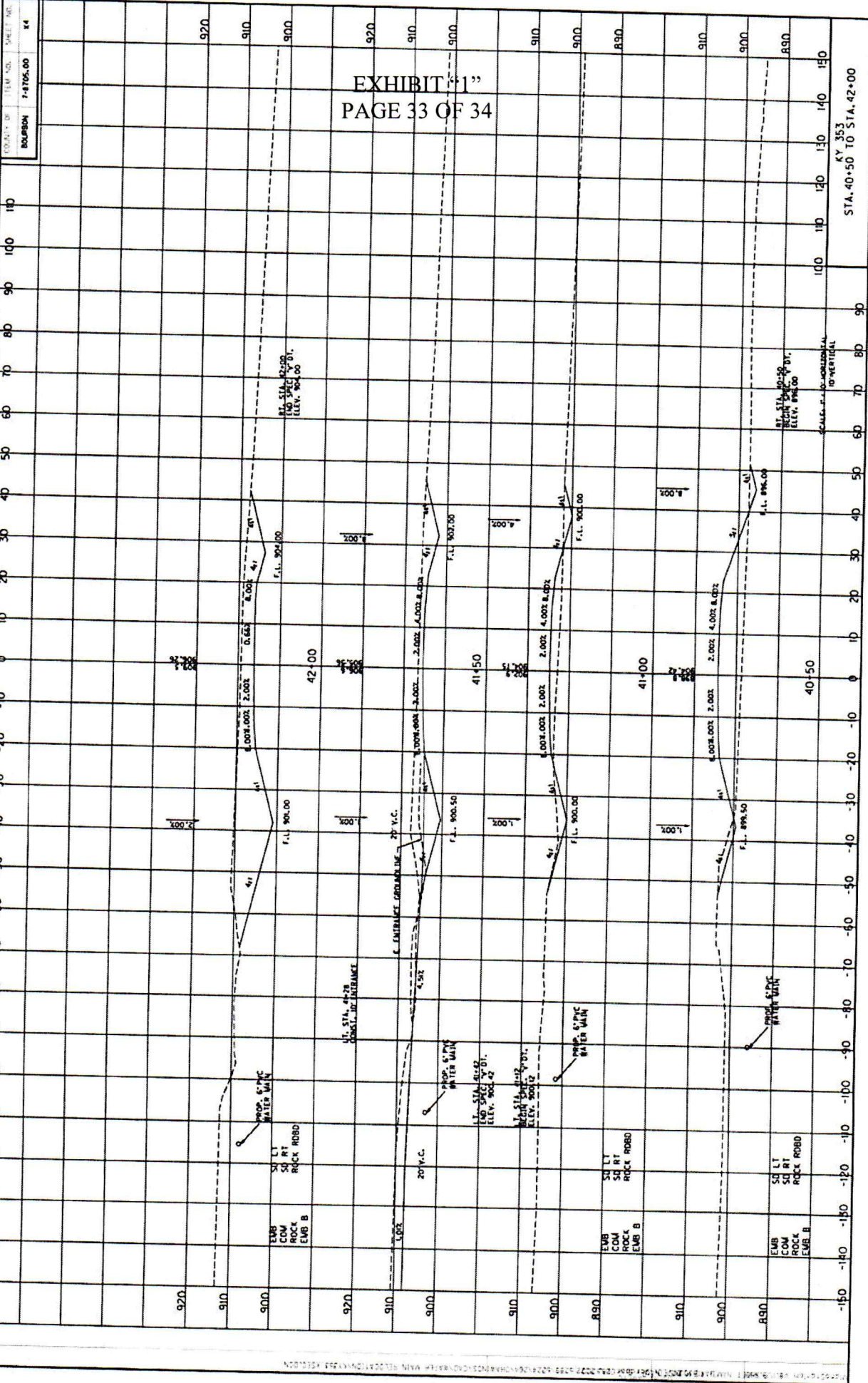


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COUNTY OF	ITEM NO.	SHEET NO.
BOURBON	1-1705.00	14

STA. 40+50 TO STA. 42+00
KY 353

SCALE: 1" = 40' HORIZONTAL
1" = 10' VERTICAL

