





Bullitt County Public Schools Instructional Technology

1040 Highway 44 East
Shepherdsville, Kentucky 40165
502-869-TECH



MEMO

To: Jesse Bacon, Superintendent 
From: Jim Jackson, District Technology Coordinator 
Date: Tuesday, September 25, 2018
Re: Keep Cost Agreement with KY Transportation cabinet

Attached is another engineering services contract between the Board and KYDOT for required road improvements by the Kentucky Transportation Department. This work is for the new I-65 Interchange work between KY 480 and KY 245. The work on our part is minimal, however we do have some fiber optic cables that need to be moved to accommodate the work for the roadway.

This is basically a formal contract so LG Fiber can perform the required work. Once LG Fiber performs the work, they will bill the Board. We will then submit the bill to the Department of Transportation for reimbursement. Once we are reimbursed, we will issue payment to LG Fiber. This will result in no cost on behalf of the Board or the district for the required modifications for our fiber facilities.

I have submitted the contract to Joe Mills with Eric Farris's office for review. If you have any questions, please let me know.

B. Bryant



**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Matthew G. Bevin
Governor

Greg Thomas
Secretary

September 20, 2018

Jim Jackson
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

SUBJECT: Bullitt County, NHPPIM0655119
FD52 015 92467 01U
Construct new I-65 Interchange between KY 480 and KY 245
Item No. 5 - 538.00
PRDO

Mr. Jackson:

We are enclosing for your review and approval four (4) copies of the proposed relocation agreement between your Company and the Kentucky Transportation Cabinet covering the relocation of your Company's facilities on the subject project.

After the agreement has been fully executed, please return to:

Brennan Niehoff
KY Transportation Cabinet
Division of Right of Way & Utilities
200 Mero Street
Frankfort, KY 40622

for execution by Cabinet officials. Please have the title of your approving officer placed under his/her signature. You will be furnished with the original and as many copies as you require.

Sincerely,

Russell Whatley, P.E.
District 5 Utilities Engineer

Enclosures

C: Brennan Niehoff (C.O. – Utilities)



An Equal Opportunity Employer M/F/D

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



Bullitt County
0NHPP0655119
FD52 015 9246701U
Item No. 5 - 538.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Bullitt County Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 hereinafter referred to as the Company.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes the following: CONSTRUCT NEW I-65 INTERCHANGE BETWEEN KY 480 AND KY 245, 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. 92467, dated 09-18-2017, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of \$312.00.
3. The right of way for the proposed roadwork for I-65 will pass over and include certain fiber communication 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.

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 existing fiber communication lines attached to Salt River Electric utility poles. The estimated cost to the Cabinet for the relocation and/or adjusting is \$312.00, which is 100% of the total cost (\$312.00) 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:

None.
12. The scope of work to be completed under this Agreement is substantially as follows:

Bullitt County Schools' contractor will transfer the existing fiber communication lines onto new Salt River Electric utility poles.
13. The Company shall complete the relocation of said facilities within the schedule specified in this Agreement, which shall not exceed 7 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.
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, 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.
18. 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.

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 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 KYTC

20. 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.
21. 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.

ADDITIONAL REQUIREMENTS

22. The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Company also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884
23. 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.
24. 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) and 49 CFR 18.42 - *Retention and Access Requirements for Records*.

25. 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.
26. 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.
27. 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).
28. 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.

29. 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 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.
30. 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.
31. 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.
32. 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.

33. 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 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.

34. 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).
35. To the extent applicable to this agreement, the Company shall comply with the Buy America requirements set forth in 23 U.S.C. 313 and 23 CFR 635.410. 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 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. 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.

36. 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.

37. 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 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 non-discrimination clause.

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 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.

38. 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.
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 Company thirty (30) calendar days written notice of termination of the contract due to lack of available funding.
40. 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.
41. 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 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.

42. 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.
43. 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.

The remainder of this page is intentionally left blank.

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 communication 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.

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
DATE: _____

Approved Form and Legality

SIGNATURE: *Jessie Chaplin*
DATE: 09/18/2018
Office of Legal Services

Approval of Company

SIGNATURE: _____ DATE: 10-29-18
TITLE: Superintendent

Commonwealth of Kentucky
 Transportation Cabinet
 Department of Highways
 District Seven Permits

Pavement Restoration

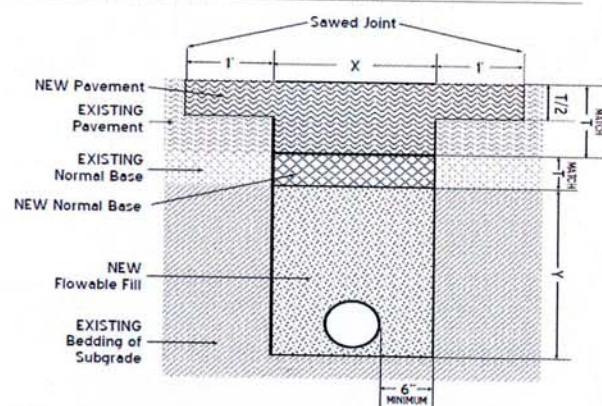
TC 99-13
 Rev. 8/2014



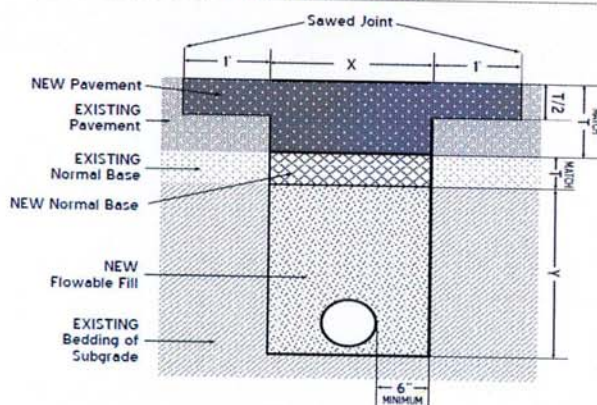
GENERAL NOTES:

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.

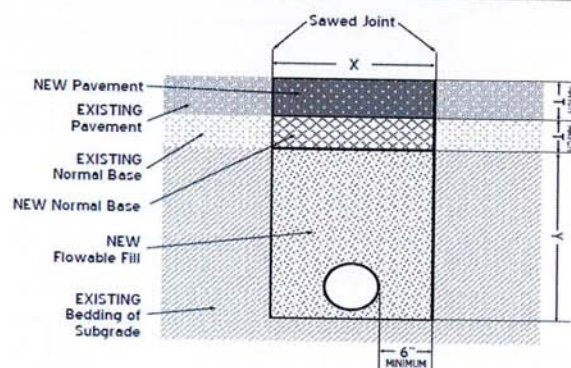
CONCRETE PAVING



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.

I-65 New Interchange (Bullitt County)

Relocate the existing facilities to the new poles will require the transfer to the two new Salt River RECC poles, and the removal of one attachment from the old pole.

Hours

Engineering @\$35.00/HR	2
Lineman @\$26.00/HR	1
Bucket Truck @\$30.00/HR	6

Hardware Estimate Cost

\$36.00

Total Estimate \$312.00

Existing

COUNTY OF	ITEM NO.	SHEET NO.
BULLITT	5-538.00	R1



Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

**PLANS OF
PROPOSED PROJECT
OHM DRIVE CONNECTOR
I-65 NEW INTERCHANGE NEAR MP 114.4
BULLITT COUNTY
NHPP0655117
FD52 015 NEW CONNECT**

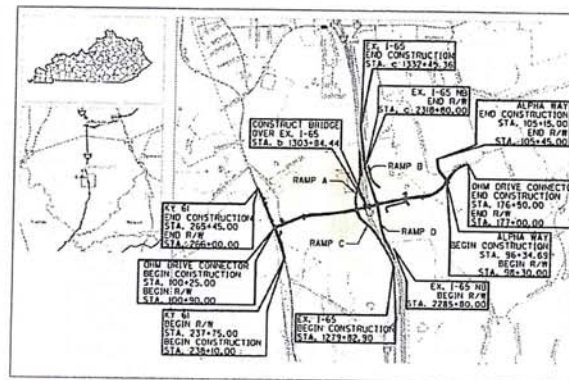
INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
01	LAYOUT SHEET
02	TYPICAL SECTIONS/SUMMARY OF EXISTING/IES
03	PLAN AND PROFILE SHEETS
04-06	RIGHT OF WAY SUMMARY SHEETS
07-08	RIGHT OF WAY STRIP MAP SHEETS
09-10	MINERAL RIGHTS SUMMARY SHEETS
11-12	MINERAL RIGHTS STRIP MAP SHEETS
13-14	COORDINATE CONTROL SHEETS
15-16	DETAILED PLANS
17-18	TRANSIT CONTROL SHEETS
19-20	EMBANKMENT SHEETS
21-22	GEOTECHNICAL SHEETS
23-24	PIPE FOUNDATION SHEETS
25-26	STRUCTURE PLANS
27-28	TRAFFIC PLANS
29-30	CROSS SECTION SHEETS

SHEETS NOT INCLUDED IN TOTAL SHEETS

B7A, B7D, B7C, B7D, B7E, B7F, B7C, B7H, B7I, B7J, B7K, B7L, B7M, B7N
B7O, B7P, B7Q, B7S, B7T, B7U, B7V, B7W, B7X, B7Y, B7Z, B7AA, B7AB, B7AC, B7AD, B7AE, B7AF,
B7AG, B7AH, B7AJ, B7AK, B7AL, B7AM, B7AN, B7AO, B7AP, B7AQ, B7AR, B7AS, B7AT, B7AU,

STANDARD DRAWINGS

RC-005-00	RC-001-00	RC-002-05	RC-003-00	RC-004-00
RC-002-02	RC-001-02	RC-003-05	RC-004-05	RC-005-00
RC-002-03	RC-001-03	RC-003-06	RC-004-06	RC-005-01
RC-002-04	RC-001-04	RC-003-07	RC-004-07	RC-005-02
RC-002-05	RC-001-05	RC-003-08	RC-004-08	RC-005-03
RC-002-06	RC-001-06	RC-003-09	RC-004-09	RC-005-04
RC-002-07	RC-001-07	RC-003-10	RC-004-10	RC-005-05
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RC-002-09	RC-001-09	RC-003-12	RC-004-12	RC-005-07
RC-002-10	RC-001-10	RC-003-13	RC-004-13	RC-005-08
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RC-002-14	RC-001-14	RC-003-17	RC-004-17	RC-005-12
RC-002-15	RC-001-15	RC-003-18	RC-004-18	RC-005-13
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RC-002-67	RC-001-67	RC-003-70	RC-004-70	RC-005-65
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RC-002-09	RC-001-09	RC-003-12	RC-004-12	RC-005-07
RC-002-10	RC-001-10	RC-003-13	RC-004-13	RC-005-08
RC-002-11	RC-001-11	RC-003-14	RC-004-14	RC-005-09
RC-002-12	RC-001-12	RC-003-15	RC-004-15	RC-005-10
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RC-002-17	RC-001-17	RC-003-20	RC-004-20	RC-005-15
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RC-002-22	RC-001-22	RC-003-25	RC-004-25	RC-005-20
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RC-002-27	RC-001-27	RC-003-30	RC-004-30	RC-005-25
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RC-002-57	RC-001-57	RC-003-60	RC-004-60	RC-005-55
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RC-002-75	RC-001-75	RC-003-78	RC-004-78	RC-005-73
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RC-002-78	RC-001-78	RC-003-81	RC-004-81	RC-005-76
RC-002-79	RC-001-79	RC-003-82	RC-004-82	RC-005-77
RC-002-80	RC-001-80	RC		



THIS PROJECT IS FULLY CONTROLLED
ACCESS HIGHWAY ON OHM DRIVE CONNECTOR
FROM STA 121+65 TO STA 148+15.

THIS PROJECT IS PARTIALLY CONTROLLED
ACCESS HIGHWAY ON OHM DRIVE CONNECTOR
FROM STA 100+90 TO STA 121+65 AND
FROM STA 148+15 TO STA 166+05.
ACCESS SHALL BE ALLOWED ONLY WHERE
SPECIFICALLY SHOWN ON PLANS.

THE CONTROL OF ACCESS ON THIS PROJECT
SHALL BE BY PERMIT ON KY 61, ALPHA WAY,
AND OHM DR. CONNECTOR FROM STA 166+05
TO STA 177+00.

THIS PROJECT IS ON THE NH SYSTEM

THESE PLANS ARE FOR
GRADE, DRAIN AND SURFACING

DESIGN CRITERIA

CLASS OF HIGHWAY	Urban/Rural Collector	
TYPE OF TERRAIN	Mountainous	
DESIGN SPEED	35 MPH (Urban) 45 MPH (Rural)	
REQUIRED WPSD	250 (35)	350 (45)
REQUIRED PSD		
LEVEL OF SERVICE		
ADT PRESENT (2015)	h/A	
ADT FUTURE (2040)	13,460	
DRV		
D %		
T %		

GEOGRAPHIC COORDINATES

LATITUDE 37 DEGREES 57 MINUTES 38 SECONDS NORTH
LONGITUDE 85 DEGREES 41 MINUTES 30 SECONDS WEST

DESIGNED

2 RESTRICTED SO _____
LEVEL OF SERVICE _____
MAX. DISTANCE R/O PASSING _____

OHM DRIVE CONNECTOR		KEY 61		ALPHA WAY		I-65 RAMP TOTAL	
LENGTH 7,624.5 LIN. FT.	3,444 MILES	LENGTH 2,735.0 LIN. FT.	0.510 MILES	LENGTH 880.3 LIN. FT.	0.167 MILES	LENGTH 3,522.7 LIN. FT.	1.004 MILES
ADJUSTED FOR EQUALITIES	LIN. FT.	ADJUSTED FOR EQUALITIES	LIN. FT.	ADJUSTED FOR EQUALITIES	LIN. FT.	ADJUSTED FOR EQUALITIES	LIN. FT.
NOT INCLUDED		NOT INCLUDED		NOT INCLUDED		NOT INCLUDED	
RAILROAD CROSSINGS NO.	LIN. FT.	RAILROAD CROSSINGS NO.	LIN. FT.	RAILROAD CROSSINGS NO.	LIN. FT.	RAILROAD CROSSINGS NO.	LIN. FT.
BRIDGES	LIN. FT.	BRIDGES	LIN. FT.	BRIDGES	LIN. FT.	BRIDGES	LIN. FT.

LAYOUT MAP



Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY OF
BULLITT

ITEM NO. 5-538.00

PROJECT ID: PPO655117
NUMBER: FD52 015 NEW CONNECT

LETTING DATE:

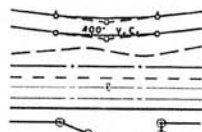
RECOMMENDED BY:

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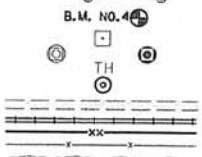
PARSONS
9300 Shelbyville Road, Suite 1301
Louisville, KY 40222
Bus (502) 653-6621
Fax (502) 653-6636

CONVENTIONAL SIGNS

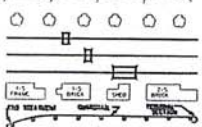
SURVEY LINE
GRADE LINE
CROSSING LINE
COUNTY LINE
CORPORATE LIMITS
EXIST. PROPERTY LINE
EXIST. RIGHT OF WAY & PROPERTY LINE
PROPOSED RIGHT OF WAY
RIGHT OF WAY MONUMENT



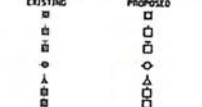
DITCH MARK
EXISTING R/W MARKER
RIGHT OF WAY MONUMENT
EXISTING/PROPOSED
UTILITY TEST HOLE
EXISTING ROAD
RAILROAD
FENCE CONTROLLED ACCESS
FENCE (RECEPT STONE AND PEGS)
TREE LINE



TREES
PIPE CULVERT
CULVERT
BRIDGE
BUILDINGS
QUADRANT



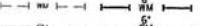
LIGHTING POLE
POWER POLE
JOINT POWER & TELEPHONE POLE
TELEPHONE & TELEGRAPH POLE
ANCHOR, POWER ON TELEPHONE
STUD POWER



STUD TELEPHONE



WATER MAIN



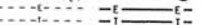
GAS MAIN



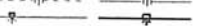
TELEPHONE DUCT



ELECTRIC DUCT



DIRECT DIAL TV CABLE



SANITARY SEWER WITH MANHOLE



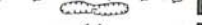
DIRECT DIAL ELECTRIC CABLE



DIRECT DIAL TELEPHONE CABLE



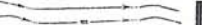
OVERHEAD BOLT



TRAFFIC LIGHTS



ELECTRIC MANHOLE



TELEPHONE MANHOLE



STONE FENCE



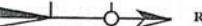
WOOD FENCE



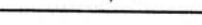
SCUMPS ON MARSH



SPRINGS



SHRUBS



QUARRY SITE



BLUE LINE STREAM



INTERMITTENT STREAM



ON DITCH



LAKES ON PONDS



REGULATED FLOODWAY



NORTH POINT



FENCE CONSTRUCTION		
STATION TO STATION	LOC.	L.F.
OHM DR. CONNECTOR		
101+00.00 - 107+00.00	LT.	602
100+90.00 - 107+00.00	RT.	617

STA. 100+00.00
OHM DR. CONNECTOR =
STA. 250+00.00 KY 61

ELECTRIC / GAS
LOVE RD
820 WEST BROADWAY
LOUISVILLE, KY 40202
CONTACT: GREG CEISER
PHONE: (502) 627-3708

SALT RIVER RECC
101 WEST BRASHEAR AVE.
BRADSTOWN, KY 40004
CONTACT: DANIEL CARRICO
CONTACT: WESLEY COLLINS
PHONE: (502) 350-1606

WATER / SEWER
LOUISVILLE WATER COMPANY
550 SOUTH THIRD STREET
LOUISVILLE, KY 40202
CONTACT: DANIEL TEGHE
PHONE: (502) 565-3649

CITY OF SHEPHERSVILLE
SEWER DEPT
634 CONESTOGA PARKWAY
P.O. BOX 400
SHEPHERSVILLE, KY 40365
CONTACT: ROB CAMPBELL
PHONE: (502) 585-2222
CONTACT: SCOTT FLEMING
PHONE: (502) 664-6254

AERIAL FIBER OPTIC
BULLITT COUNTY SCHOOLS
1040 HIGHWAY 48E
SHEPHERSVILLE, KY 40365
CONTACT: JIM JACKSON
PHONE: (502) 869-8040

CABLE TELEVISION
CHARTER COMMUNICATIONS
(FORMERLY TNCI)
1016B LINDA STATION ROAD,
SUITE 120
LOUISVILLE, KY 40223
CONTACT: KEVIN MERCER
PHONE: (502) 357-4724 OR
(502) 817-5055

TELEPHONE & DATA
WINDSTREAM KENTUCKY, INC.
229 LEE VALLEY ROAD
SHEPHERSVILLE, KY 40365
CONTACT: ROGER REED
PHONE: (502) 264-2053
CONTACT: BARRY ROBERTS
PHONE: (502) 723-7358

AT&T LEGACY
7555 E. PLEASANT VALLEY ROAD,
SUITE 140
INDEPENDENCE, OH 44131
CONTACT: DON GARR
PHONE: (502) 741-8374
OR
CONTACT: MIKE DIEDRICH
PHONE: (502) 750-0135

CROWN CASTLE
NETWORK OPERATIONS
10300 DUNSBY PARK PLACE
SUITE 50
LOUISVILLE, KY 40223
CONTACT: REBECCA GRAY
PHONE: (502) 319-1133
CONTACT: CHRIS GLADSTONE
PHONE: (502) 689-2162

BEGIN CONSTRUCTION
OHM DR. CONNECTOR
STA. 100+25.50

BEGIN R/W
OHM DR. CONNECTOR
STA. 100+90.00

(1) 56°51'03"W
(2) 58°14'10"W
(3) N89°34'32"W
(4) N85°44'34"W

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-You-Dig (BYD) service. The contractor must coordinate excavation with the utility owners, including those who do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

COORDINATE SYSTEM

Coordinates for horizontal control were obtained from GPS methods and adjusted to the National NAD83/FBN System.

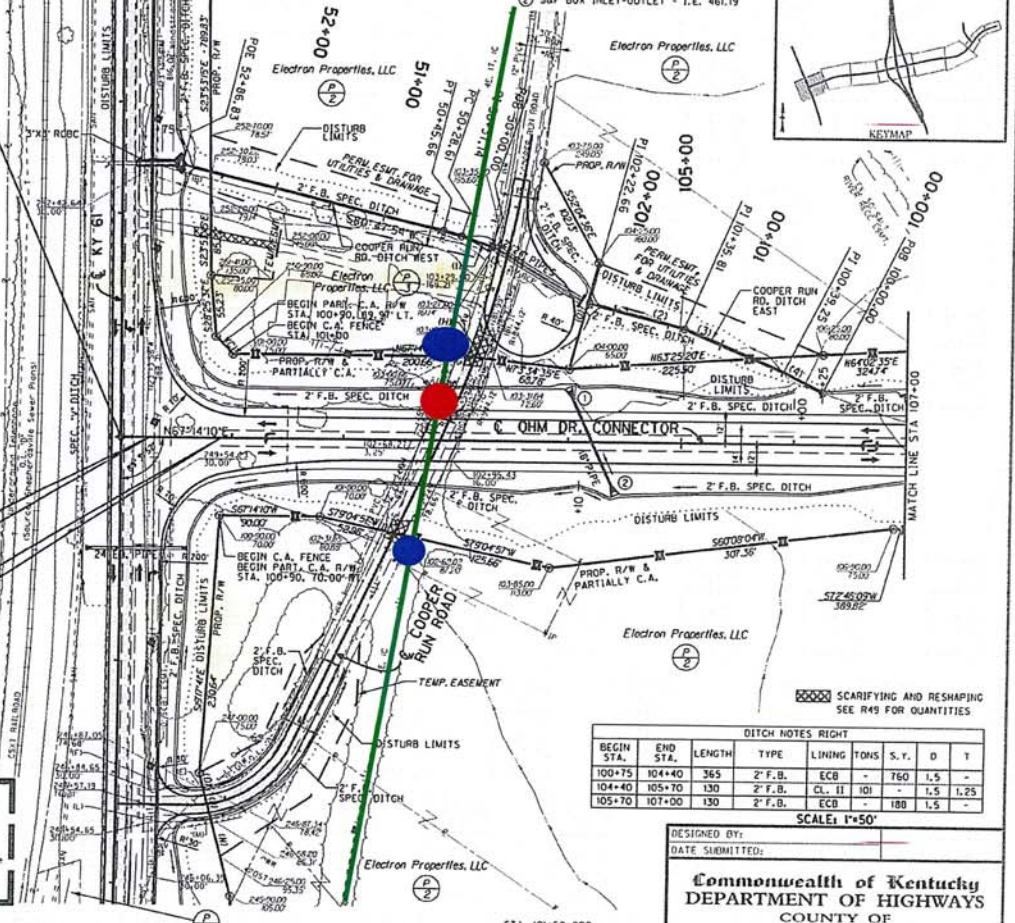
Coordinates are based on State Plane Coordinate System Single Zone and in U.S. Survey Feet.

Refer to sheet R68 for complete Origin of Datum information.

DITCH NOTES LEFT									
BEGIN STA.	END STA.	LENGTH	TYPE	LINING	TONS	S.V.	D	T	
100+60	106+00	540	2" F.B.	ECB	-	780	1.5	-	
104+15	107+00	298	2" F.B.	CL. III	424	-	2.0	2.0	

COOPER RUN ROAD DITCH WEST									
BEGIN STA.	END STA.	LENGTH	TYPE	LINING	TONS	S.V.	D	T	
50+00	52+87	287	2" F.B.	CL. II	239	-	1.5	1.25	

COUNTY OF	ITEM NO.	SHEET NO.
BULLITT	5-538.00	R3



DITCH NOTES RIGHT									
BEGIN STA.	END STA.	LENGTH	TYPE	LINING	TONS	S.V.	D	T	
100+75	104+40	365	2" F.B.	ECB	-	760	1.5	-	
104+40	105+70	130	2" F.B.	CL. II	101	-	1.5	1.25	
105+70	107+00	130	2" F.B.	ECB	-	180	1.5	-	

DESIGNED BY:
DATE SUBMITTED:

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY OF
BULLITT

PROJECT: R68P0655H7
NUMBER: F052 015 HER CONNECT

OHM DRIVE CONNECTOR
STA 100+00 TO STA 107+00