CALL NO. 102

CONTRACT ID. 071015

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER IM 264-1(153)5

LETTING DATE: March 23, 2007

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1st floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME March 23, 2007. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

(Check guaranty submitted: Cashier's Check ☐ Certified Check ☐ Bid Bond ☐)

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included ☐

BID ☐ PROPOSAL ISSUED TO: _____

SPECIMEN ☐ _____

Address City State Zip

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PART I

SCOPE OF WORK

CONTRACT ID - 071015 ADMINISTRATIVE DISTRICT - 05

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - JEFFERSON
IM 264-1(153)5
WATTERSON EXPRESSWAY (I-264) LANDSCAPING ALONG I-264 AT CANE RUN ROAD AND RALPH AVENUE.
LANDSCAPING. SYP NO. 05-02000.75.
GEOGRAPHIC COORDINATES LATITUDE 38^11'00" LONGITUDE 85^49'00"

COMPLETION DATE(S) AND LIQUIDATED DAMAGES ESTABLISHED:
COMPLETION DATE - November 01, 2010
APPLIES TO ENTIRE CONTRACT
SEE STANDARD SPECIFICATIONS FOR LIQUIDATED DAMAGES

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Highway Bid Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

CONTRACT DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 25 % of the total value of the contract.

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

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the 2004 Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating
102.08 Irregular Proposals
102.09 Proposal Guaranty
102.10 Delivery of Proposals
102.14 Disqualification of Bidders

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than $1,000,000.00.

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE READ PUBLICLY. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of ____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

The certification statement is located on the last page of this proposal. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows;
   a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
      - The entire expenditure paid to a DBE manufacturer;
      - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
      - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
   b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
   c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and

5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

DEFAULT OR DECERTIFICATION OF THE DBE

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

3/25/2002

Kentucky Transportation Cabinet
General DBE Participation Plan*

Letting Date: _____ Project Code Number (PCN) _____ Project Number: _____

Designated DBE Goal % _____

Prime Contractor _____ DBE Company Name _____

Address _____

City, State, Zip _____

Federal Tax ID _____

Type of DBE Work: (all applicable)

_____ Supplier _____ Subcontractor _____ Manufacturer _____ Engineering _____ Other _____

Itemized worked to be performed by DBE Company:

Supplier 60% Y/N	Item Number	Description of Participation	Unit of Measure	Quantity to be Performed by DBE	DBE Unit Price **	Dollar Amount (based on DBE

**Note: 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment

Total This DBE _____

Total Bid _____

% Credited toward Goal, this DBE _____

Prime Contractor's Signature: _____ Title: _____ Date: _____

DBE Participant Signature: _____ Title: _____ Date: _____

***This form must be completed for each DBE participant**

SPECIAL NOTE FOR LANDSCAPING

For this contract, Section 724 of the Standard Specifications for Road and Bridge Construction is considered void and replaced by the following note.

1.0 DESCRIPTION. Furnish and plant trees, shrubs, flowers, seeding and other materials in the areas and in the arrangement specified in the Plans or as the Engineer directs. Dig and prepare beds and planting holes, prune plants, furnish and place backfill, fertilize, mulch, water, brace, and perform all other incidentals required for planting.

For a one growing season period of establishment, care for plants to ensure they become established in a healthy growing condition, replace plants found defective as prescribed, and perform all other incidentals necessary to complete the work as specified in the Contract and as provided in this note.

For a period of 3 years perform trash pickup, fine turf mowing, weeding, trimming, and mulching.

2.0 MATERIALS.

2.1 Equipment. Park or store equipment that is idle or not in use, such as during break times, lunch time, or overnight away from the outside shoulder of the roadway in an inconspicuous location behind the guardrail or outside the clear zone as directed by the Engineer.

2.2 Plants. Conform to the requirements of the American Standard for Nursery Stock as published by the American Nursery and Landscape Association. Provide 30 calendar days notice before obtaining nursery stock to allow Department personnel to inspect the stock at the source. Do not dig or otherwise prepare the plants in any manner until after they have been inspected by Department personnel and tagged for use on the project; the plants must be inspected in situ (undisturbed in their original beds). Additionally, the Department will inspect all stock at the work site. Obtain the Engineer's approval of the plants before planting. If certain plant species are unavailable, provide a written request for substitution.

2.3 Mulch. Use a hardwood mulch product derived from deciduous trees with a particle size less than 3 inches in length that has been aged a minimum of 6 months. Ensure the mulch is free of reprocessed wood, treated lumber, foreign materials, and weed seed.

3.0 CONSTRUCTION.

3.1 Times Permissible for Planting. Perform tree and shrub planting between the dates of November 1st and April 1st and flower planting between the dates of October 1st and June 1st. The Department will not allow planting when the temperature is below 35 °F or the ground is frozen. Regardless of the calendar date, plants must be dormant when they are dug at the nursery source and when they arrive at the project site.

3.2 Transportation. Transport all plants from the nursery sources to the project site by covered vehicle.

3.4 Site Layout. Before digging of planting holes or beds, lay out, by suitable staking and labeling, the location of all planting holes and beds, and obtain the Engineer's approval. Have soils from each area tested and determine what site preparation will be necessary based on the test results and observed physical conditions of the site.

When the Contract specifies planting at locations that will not sustain healthy growth, submit a written request to the Engineer for approval to relocate the plants. If the Engineer cannot find a suitable site to relocate the plants, they will be deleted from the Contract.

3.5 Site Preparation. Perform all grading, drainage, pre-emergent spraying, and soil treatment determined necessary during site layout to ensure healthy growth. Conform to the Standard Drawings when applicable.

3.6 Backfill for Planting. Plant and backfill according to the plans. When desired, use topsoil from an off-site source. Exclude any soil with significant amounts of rock, shale, or clay material. Dispose of surplus excavation from the planting holes as the Engineer directs. Brace evergreens, flowering trees, and shade trees. The Department will not require bracing on other plants except when the Engineer directs. When bracing is required, brace according to the Standard Drawings.

3.7 Mulching. Place mulch around the plants as quickly as possible after planting. Apply it uniformly over the planting area to a depth of 4 inches and to a distance of one foot outside the periphery of the plant hole or planting bed.

Ensure pre-emergent herbicide has been applied to all mulched areas around the landscape plantings, the landscaping beds, and trees.

After the initial mulching, annually apply additional mulch as needed to reestablish the 4-inch depth.

3.8 Initial Inspection Schedule. When all planting or distinct portions are complete, notify the Engineer and the Initial Inspection will be made.

3.9 Period of Establishment. The Department will require a one growing season period of establishment to follow the completion of the initial planting and for any replacement plantings. A growing season is considered the period between April 1st and September 15th. During this time perform all maintenance items necessary to ensure the plant materials remain in a healthy growing and vigorous condition. These maintenance items include but are not limited to the following: weeding beds, mowing perimeter of beds, watering plants, insect and disease control, pruning, periodic bracing adjustments.

3.10 Replacement Inspection. The Department will perform a Replacement Inspection by September 15th of each year, for the 2 years following the initial inspection, to determine if

replacement planting is required. The Department will consider plant materials to be unacceptable when any of the following conditions occur:

1) Plants are dead or missing from the planting site.
2) Plants that have experienced injury and show obvious signs of damage from drought, sun scald, insects, or disease.
3) Dieback of central leader and or lateral branches which disfigures the plant rendering it unacceptable.
4) Plants that have been damaged by physical or mechanical injury.

For trees and shrubs, perform replacement plantings when Engineer determines any are unacceptable. For perennials, perform replacement planting when the number of acceptable plants of that species and size falls below 95 percent. Ensure the replacement plantings raise the quantity of acceptable plants of that species and size to 100 percent.

Perform all required replacement planting before April 1st of the following year for trees and shrubs and before June 1st of the following year for flowers. Notify the Engineer when all replacement planting is complete.

The Department will require a one growing season period of establishment to follow the completion of the replacement planting.

3.11 Removal of Stakes, Tags, and Bracing. Remove stakes, tags, and bracing materials after the first Replacement Inspection and no later than 18 months after initial planting. Dispose of removed material off of the right-of-way.

3.12 Restoring Disturbed Areas. Restore all disturbed areas.

3.13 Trash Pickup. Perform trash pickup between the 15th and 21st of each month, or as the Engineer directs. Pickup and remove trash and debris from the mulched and designated fine turf areas. Pickup and remove trash and debris from right-of-way fences, roadway ditches, catch basins, areas behind guardrails, medians, and interchanges that is of such size that throwing and shredding of the trash and debris may occur as a result of mowing operations. Pickup and remove refuse items of trash and debris such as paper, glass, wood, tires, metal, plastic containers, and styrofoam products.

Remove trash and debris that has been collected through the course of a day from the project at the end of each work day and dispose of it off of the rights-of-ways. Remove trash and debris that has been thrown or shredded by mowing operations within 24 hours after the mowing operation has passed.

If pickup is not completed by the 21st, or within 7 calendar days of being directed by the Engineer. The Department will apply a penalty equal to 50 percent of the Contract's liquidated damages rate each day until the pickup is completed.

3.14 Fine Turf Mowing. Perform fine turf mowing when the Engineer directs. Coordinate trash pickup so the time between pickup and mowing does not exceed 3 calendar days. Mow all

lawn areas and other areas as designated on the plans. Mow the vegetation to a uniform height of 2 to 4 inches. Do not mow areas that have been delineated to allow for the establishment of specialized plantings, such as wildflowers or ornamental grasses.

Perform weeding and trimming operations in conjunction with each cycle of fine turf mowing and complete weeding and trimming operations in conjunction with the completion of each cycle of fine turf mowing. Weed all mulched areas through pulling or spraying. Trim the vegetation around roadside obstacles, such as sign posts, delineator posts, light poles, steel beam guardrail, guardrail posts, guardrail end treatments, headwalls, catch basins, bridge end abutments, landscape plantings, and natural woody vegetation. Trim around landscaped trees, shrubs, planting beds, and the perimeter of groundcover and wildflower areas. When trimming around guardrail entities, trim the area around the guardrail, the guardrail posts, and the guardrail end treatments beginning at the edge of the roadway pavement (edge-line of the driving lane) and extending to a point that is one foot beyond the base of the guardrail post. Trim the vegetation to a uniform height of 2 to 4 inches and conform the trimming height to the mowing height.

Remove vegetative material (biomass) or other debris that was thrown onto the roadway pavement or the shoulder pavement as a result of mowing, trimming, and weeding operations immediately.

If mowing, weeding, or trimming is not completed within 7 calendar days of the date directed by the Engineer, the Department will apply a penalty equal to 50 percent of the Contract's liquidated damages rate each day until the mowing is completed.

Replace all plantings damaged from the mowing, trimming, and weeding operations during following planting season.

4.0 MEASUREMENT.

4.1 Site Layout. The Department will measure all work performed and materials required as part of Site Layout as a Lump Sum.

4.2 Plants. The Department will measure the quantity of trees, shrubs, and flowers by each individual unit and seeding by the square yard. The Department will not measure site preparation, bracing, furnishing topsoil, or maintenance for payment and will consider it incidental to the plant.

The Department will measure for payment, at the original unit bid price, replacement plants for plantings that have successfully completed a one growing season period of establishment. Prior to successfully completing a one growing season period of establishment, the Department will not measure replacement planting, including that necessitated by a third party, for payment and will consider it incidental to the plant.

4.3 Mulching. The Department will measure the quantity in tons.

4.4 Trash Pickup. The Department will measure the quantity by each cycle.

4.5 Fine Turf Mowing. The Department will measure the quantity by each cycle. The Department will not measure weeding or trimming for payment and will consider it incidental to fine turf mowing.

5.0 PAYMENT.

5.1 Site Layout. Do not bid an amount for Site Layout that exceeds 10 percent of the sum of the total amounts bid for all other items, excluding Site Layout, in the Bid Proposal. The Department will automatically adjust any bids in excess of this amount to 10 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Site Layout, so that the percent bid for Site Layout is larger than 10 percent, the Department will adjust the amount bid for Site Layout to 10 percent of the sum of the corrected total bid amounts for all other items in the Bid Proposal

5.2 Plants. The Department will make payment for the completed and accepted quantities according to the Warranty Payment Schedule.

When replacement work is not done by its scheduled completion date, the Department will deduct 50 percent of its unit bid price from the payment and require its replacement during the following planting season at no expense to the Department.

Warranty Payment Schedule
(one growing season)

		Completion Date	Payment
—	Initial Inspection	—	80%
Sept 15	Replacement Inspection	April 1, June 1	20%

Code	Pay Item	Pay Unit
----	Site Layout	Lump Sum
----	Plants	Each
----	Savannah/Wildflower Seeding	Square Yard
----	Mulching	Ton
----	Trash Pickup	Each
03286	Fine Turf Mowing	Each

The Department will consider payment as full compensation for all work required under this note.

February 10, 2006

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Mega projects. This form shall also be submitted to FHWA for **all** federal-aid projects that fall under conditions No. 2 & 3 outlined elsewhere in this form. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: January 05, 2007

Project Name: Shawnee Expressway Landscaping; I-264 at Cane Run and Ralph Ave.

Project #: County: Jefferson
Item #: 5-2000.75 Federal #:
Letting Date: March 23, 2007

X Projects that require NO new or additional right-of-way acquisitions and/or relocations

The proposed transportation improvement will be built within the existing rights-of -way and there are no properties to be acquired, individuals and families ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of –way acquisitions and/or relocations

☐ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program **and** that at least one of the following three conditions has been met. **(Check those that apply.)**

☐ 1. All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**

☐ 2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market**

value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)

Note: The KYTC shall re-submit a right-of-way certification form for this project prior to the start of construction, verifying that fair market value for all parcels has been paid or deposited with the court.

3. The acquisition or right of occupancy and use of a **few** remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with physical construction even thought the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair marked value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c)(3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration of approval. **(See note.)**

Note: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly after start of construction.

Approved: Glenda Luster _____ _____Right-of-Way Supervisor
Printed Name Signature

Approved: _Elsworth Turner_____ _01-12-07_____KYTC, Director of ROW &Utilities
Printed Name Approved

January 16, 2007

Approved: _____ _____FHWA, Right-of-Way Officer
Printed Name Approved

Date: January 05, 2007

Project Name: Shawnee Expressway Landscaping; I-264 at Cane Run and Ralph Ave.

Project #: County: Jefferson
Item #: 5-2000.75 Federal #:
Letting Date: March 23, 2007

This project has _____ total number of parcels to be acquired, and _____ total number of individuals or families to be relocated, as well as _____ total number of businesses to be relocated.

_____ Parcels where acquired by a signed fee simple deed and fair market value has been paid
_____ Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court
_____ Parcels have not been acquired at this time (*explain below for each parcel*)
_____ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court *(explain below for each parcel)*
_____ Relocatees have not been relocated from parcels ____, ____, ____, ____, ____, ____, and ____ *(explain below for each parcel)*

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are _____ billboards and/or _____ cemeteries involved on this project.

There are _____ water or monitoring wells on parcels ____, ____, ____, ____, and ____. All have been acquired and are the responsibility of the project contractor to close/cap.

SPECIAL NOTE FOR PRE-BID CONFERENCE

A Pre-Bid Conference for the captioned project has been scheduled for Thursday, March 1st, 2007 at 10:00 a.m., eastern time. The conference will be held in the Transportation Cabinet's District 5 Office in Louisville Kentucky. The District 5 Office is located at 977 Phillips Lane, Louisville, Kentucky.

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2004 Edition

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SUBSECTION: 105.07 COOPERATION WITH UTILITIES.
REVISION: In the last paragraph, replace "KRS 367 Sections 1 through 10" with "KRS 367.4901 through 367.4917"

SUBSECTION: 108.01 SUBCONTRACTING OF CONTRACT.
REVISION: Replace the second and third sentence of the first paragraph with the following:

When the Engineer gives such consent, the Engineer will allow the Contractor to subcontract a portion, but the Contractor must perform with his own organization work amounting to no less than 30 percent of the total Contract cost. The Department will not allow any subcontractor to exceed the percentage to be performed by the Contractor and will require the Contractor to maintain a supervisory role over the entire project.

SUBSECTION: 109.07 PRICE ADJUSTMENT.
REVISION: Replace the section with the following:

109.07 PRICE ADJUSTMENTS. Due to the fluctuating costs of petroleum products, the Department will adjust the compensation of specified liquid asphalt items and diesel fuel in contracts when contract quantity thresholds are met.

109.07.01 Liquid Asphalt. The Department will compare the Kentucky Average Price Index (KAPI), for the month that the Contract is let, to the index for the month that the Contractor places the material on the project to determine the percent change. When the original contract quantity for asphalt items is equal to or greater than 3,000 tons and when the average price of the liquid asphalt products increases or decreases more than 5 percent, the Department will adjust the Contractor's compensation. The KAPI is calculated monthly using the average price, per ton at the terminal, from the active suppliers of liquid asphalt.

Adjustable Contract Items**:**

- Asphalt Curing Seal
- Asphalt Material for Prime
- Asphalt Base, All Classes
- Asphalt Binder
- Asphalt Surface, All Classes
- Sand Asphalt Surface
- Asphalt Open-Graded Surface
- Asphalt Seal Coat
- Asphalt Mixture for Leveling and Wedging
- Drainage Blanket - Type II - Asphalt

The Department will determine the price adjustment using the following formulas:

When PC is greater than PL
Asphalt Price Adjustment = (Q x A)/100 x PL x [(PC-PL)/PL - 0.05]

When PC is less than PL
Asphalt Price Adjustment = (Q x A)/100 x PL x [(PC-PL)/PL + 0.05]

Where:
Q = Tons of material or mixture placed each month.
A = Percent of material or mixture that is asphalt.
PL = KAPI for the month that the Contract is let.
PC = KAPI for the month that the Contractor places the material or mixture.

The job-mix formula for asphalt base, binder, and surface mixtures determines "A", which is the percent of asphalt. For recycled mixtures, the Department will determine the adjustment for the new asphalt cement only. The Department will consider materials for prime and seal as 100 percent asphalt.

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Revision Continued

109.07.02 Fuel. The Department will adjust the Contractor's compensation when the average price of diesel fuel increases or decreases more than 5 percent and the original Contract quantity for the item on which the fuel is consumed is equal to or greater than the threshold quantities listed in the following table.

Item	Threshold Quantity	Fuel/Work
Roadway Excavation	10,000 cubic yards	0.25
Embankment-in-Place	10,000 cubic yards	0.25
Borrow Excavation	10,000 cubic yards	0.25
DGA Base or Crushed Stone Base	5,000 tons	0.52
Stabilized Aggregate Base	5,000 tons	0.52
Drainage Blanket, Cement Treated or Untreated	5,000 tons	0.52
Drainage Blanket, Asphalt Treated	5,000 tons	3.00
Crushed Sandstone Base (Cement Treated)	5,000 tons	0.52
Hot-Mixed Asphalt Mixtures for Pavements or Shoulders	3,000 tons [(1)]	3.00
PCC Pavement, Base, or Shoulders	2,000 square yards [(2)]	0.14

[(1)] *Total of all hot mixed asphalt Contract items.*
[(2)] *Total of all JPC pavement, JPC shoulder, and PCC base, Contract items.*

The Department will determine the price adjustment using the following formulas:

When PC is greater than PL
Fuel Price Adjustment = Q x F x PL x [(PC-PL)/PL - 0.05]

When PC is less than PL
Fuel Price Adjustment = Q x F x PL x [(PC-PL)/PL + 0.05]

Where:

Q = Quantity for applicable item placed or performed that month.
F = The fuel to work unit ratio for each applicable item.
PL = Average reseller price of diesel fuel, excluding taxes, discounts, and superfund line items, in the Kentucky region for the month that the Contract is let.
PC = Average reseller price of diesel fuel, excluding taxes, discounts, and superfund line items, in the Kentucky region for the month that the Contractor uses the fuel on the project.

109.07.03 Payments and Deductions. When thresholds are met, the Department will adjust the Contractor's compensation for each eligible pay item, paid or deducted, monthly.

If later price decreases indicate that the Department made an overpayment, the Department will withhold the overpayment from succeeding pay estimates on the project, or the Contractor shall immediately refund the over payment to the Department.

When the Contractor places materials during any month after the month that the Contract time (including all approved time extensions) expires, the Department will use the average price for the month that the Contractor places the material or the average price for the last month of the Contract time; whichever is least.

The Department will not grant a time extension for any overrun in the Contract amount due to payments made according to this section. The Department will not make any additional compensation due to adjustments made according to this section.

The Department will adjust the Contractor's compensation on the following months pay estimate and on the final pay estimate. The Department will make the final adjustment of the Contractor's compensation on the final estimate for the project.

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SUBSECTION:	110.01 MOBILIZATION.
REVISION:	Replace the third paragraph with the following: Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any bids in excess of this amount to 5 percent for bid comparisons. The Department will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.
SUBSECTION:	110.02 DEMOBILIZATION.
REVISION:	Replace the first sentence of the third paragraph with the following: Do not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.
SUBSECTION:	206.03.03 Compaction.
REVISION:	Replace "KM 64-412" with "KM 64-002"
SUBSECTION:	212.03.03 Permanent Seeding and Protection.
PART:	B) Procedures for Permanent Seeding.
REVISION:	Add the following after the fourth sentence: Unless the Engineer directs otherwise, track all slopes 3:1 or greater. Ensure that tracking is performed up and down and not across.
SUBSECTION:	213.03.01 Best Management Practices (BMP).
REVISION:	Replace the third sentence of the first paragraph with the following: Ensure that the BMP provides storage for 3,600 cubic feet of water per surface acre disturbed.
SUBSECTION:	213.03.03 Inspection and Maintenance
REVISION:	Replace both "0.1-inch" references with "0.5-inch".
SUBSECTION:	213.03.05 Temporary Control Measures.
PART:	B) Silt Checks.
REVISION:	B) Silt Checks. Use one of the following types: 1) Silt Check Type II - Crushed stone such as cyclopean stone riprap, quarry run stone, or other size material approved by the Engineer, dumped in place and shaped to the configuration required. 2) Silt Check Type III - Blasted or broken rock dumped in place and shaped to the configuration required. Remove and properly dispose of sediment deposited at silt checks as necessary. When no longer needed, remove the silt checks and dispose of surplus materials as excavated materials according to Section 204. Seed and protect the entire area disturbed, as directed. Do not leave silt checks in place after completion of the project unless allowed by the Engineer or specified in the Plans.
SUBSECTION:	213.03.05 Temporary Control Measures.
PART:	G) Temporary Mulch.
REVISION:	Replace the last sentence with the following: Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and apply tackifier.
SUBSECTION:	213.04.15 Temporary Silt Ditch.
REVISION:	Replace with the following: The Department will measure the quantity in linear feet.

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SUBSECTION:	213.04 MEASUREMENT.
REVISION:	Add the following Subsection: 213.04.24 Clean Temporary Silt Ditch. The Department will measure the quantity in linear feet along the ditch line.
SUBSECTION:	213.05 PAYMENT.
REVISION:	Add the following lines: 20594 Temporary Silt Ditch Linear Foot 20601 Clean Temporary Silt Ditch Linear Foot
SUBSECTION:	303.03.01 Mixture
PART:	C) Cement Treated Mixture.
REVISION:	Delete the "For asphalt pavements" from the second paragraph.
SUBSECTION:	303.03.01 Mixture
PART:	C) Cement Treated Mixture.
REVISION:	Delete requirement "2".
SUBSECTION:	402.03.02 Acceptance.
PART:	D) Testing Responsibilities.
NUMBER:	4) Density.
REVISION:	Replace the first sentence of the third paragraph with the following: For surface mixtures placed on driving lanes and ramps, furnish 2 cores per sublot to the nearest laboratory facility (Contractor or Department lab) for density determination by the Engineer.
SUBSECTION:	402.03.02 Acceptance.
PART:	H) Unsatisfactory Work.
NUMBER:	1) Based on Lab Data.
REVISION:	Replace the "AASHTO MP2" references in the second paragraph with "AASHTO M 323".
SUBSECTION:	402.04 MEASUREMENT.
REVISION:	Replace the last sentence with the following: The Department will not measure construction of rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to the asphalt mixture.
SUBSECTION:	402.04.01 Weight.
REVISION:	Replace first sentence of the second paragraph with the following: The Department will determine the bulk, oven-dry specific gravity for the fine and coarse aggregates according to KM64-605 and AASHTO T 85, respectively.
SUBSECTION:	402.04.02 Thickness on New Construction.
REVISION:	Delete the third paragraph and add the following at the end of the subsection: The Department will not measure initial thickness check coring or coring of corrective work for payment and will consider it incidental to the asphalt mixture.

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SUBSECTION: 402.05.02
PARTS: Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures
Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures
Lot Pay Adjustment Schedule, Compaction Option B Mixtures
REVISION: Replace the VMA table with the following:

VMA	
Pay Value	Deviation From Minimum
1.00	≤ 0.5 below min. VMA
0.95	0.6-1.0 below min.
0.90(2)	1.1-1.5 below min.
(1) (2)	> 1.5 below min.

SUBSECTION: 403.03.03 Preparation of Mixture.
PART: A) Mixture Composition.
REVISION: Replace the "AASHTO MP2" reference in the first paragraph with "AASHTO M 323".

From the aggregate requirements list, delete 3) Type C.

SUBSECTION: 403.03.03 Preparation of Mixture.
PART: C) Mix Design Criteria.
REVISION: Replace the "AASHTO MP2" references with "AASHTO M 323".

Replace the "AASHTO PP28" references in the second paragraph with "AASHTO R 35".

SUBSECTION: 403.03.03 Preparation of Mixture.
PART: C) Mix Design Criteria.
NUMBER 1) Preliminary Mix Design.
REVISION: Add the following footnote to the table and associate it with the ESAL's field "<0.3":

* For CL1 ASPH SURF 0.38D PG64-22 only.

SUBSECTION: 403.03.06 Thickness Tolerances.
PART: B) New Construction.
REVISION: Replace the first paragraph with the following:

Under the Engineer's supervision, perform coring for thickness checks according to KM 64-420, as soon as practical after completion of all, or a major portion, of the asphalt base. The Engineer will measure the cores. Fill all core holes either with compacted asphalt mixture or non-shrink grout. Complete all remedial overlay work before placing the final course.

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SUBSECTION: 403.03.08 Rumble Strips.
REVISION: Replace with the following:

403.03.08 Should1er Rumble Strips and Pavement Wedge Texturing.

A) Shoulder Rumble Strips.

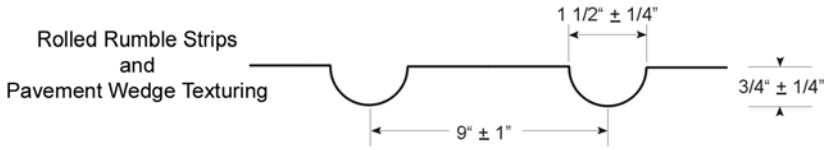
1) Interstates and Parkways. Construct sawed rumble strips on all mainline shoulders to the dimensions shown below. Do not place rumble strips on ramps.

2) Other Roads. Construct rolled rumble strips on shoulders of facilities with posted speed limits greater than 45 MPH. Unless specified in the plans or directed by the Engineer, do not construct rumble strips on facilities with posted speed limits of 45 MPH or less.

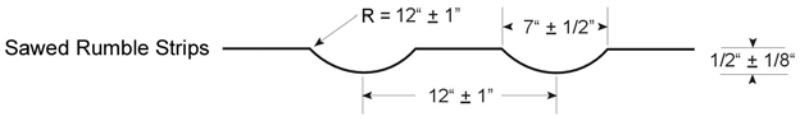
Construct rolled rumble strips on mainline shoulders to the dimensions shown below. On shoulders less than 3 feet wide, shorten the width and distance of the strips as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat. Correct unacceptable rolled rumble strips by sawing.

B) Pavement Wedge Texturing. Perform texturing on all pavement wedges constructed monolithically with the mainline or constructed using a surface mixture. When furnishing Asphalt Mixture for Pavement Wedge, binder, or a base mixture for the wedge, the Department will not require texturing.

Texture to the dimensions shown below. On wedges less than 3 feet, shorten the length and distance of the texturing as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat.



Place one foot out from the mainline pavement and to a width of 2 feet.



Place one foot out from the mainline pavement and to a width of 16 inches.

SUBSECTION: 403.04.03 Asphalt Mixtures.
REVISION: Replace the second sentence with the following:

The Department will not measure rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to this bid item.

SUBSECTION: 403.04.07 Sawed Rumble Strips.
REVISION: Add the following subsection:

403.04.07 Sawed Rumble Strips. The Department will measure the quantity in linear feet. When rolled in rumble strips are specified, the Department will not measure sawed rumble strips for payment and will consider them incidental to the asphalt mixture.

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SUBSECTION: 403.05 PAYMENT
REVISION: Add the following bid item:

Code	Pay Item	Pay Unit
20362	Shoulder Rumble Strips – Sawed	Linear Foot

SUBSECTION: 501.03.20 Opening to Public Traffic.
REVISION: Delete the last sentence of the first paragraph.

SUBSECTION: 501.03.21 Tolerance in Pavement Thickness.
REVISION: Add the following:

Core the pavement as the Engineer directs.

SUBSECTION: 501.04.06 Thickness.
REVISION: Add the following:

The Department will not measure coring for payment and will consider it incidental to the concrete pay items.

SUBSECTION: 502.03 CONSTRUCTION.
PART: C) Curing and Protecting Pavement.
NUMBER: 3)
REVISION: Replace the last sentence with the following:

The Department will allow permanent removal of the cover when the concrete attains the required opening strength of 3,000 psi.

SUBSECTION: 502.03 CONSTRUCTION.
PART: D) Strength Testing and Opening to Traffic.
NUMBER: 2) Testing.
REVISION: Replace the second paragraph with the following:

When the average compressive strength is 3,000 psi, the Department will allow the pavement to be opened to traffic and will test the remaining sets of cylinders at the required age. When the average compressive strength is less than 3,000 psi at the required age, do not open the pavement to traffic until the pavement has been in place for 7 days. The Engineer may accept the pavement based on additional testing.

SUBSECTION: 503.03.09 Ride Quality.
REVISION: Replace parts 5) and 6) with the following:

5) Perform corrective work to achieve the required IRI by regrinding the entire width of the traffic lane at areas having a high IRI. The Engineer may exclude pavement areas where grinding alone will not correct deficiency.
6) The Department will create a strip chart when the test results show that the IRI is greater than 60 or upon request for lower IRI values.

SUBSECTION: 601.03.02 Concrete Producer Responsibilities.
REVISION: Replace the first sentence with the following:

Use a concrete producer from the List of Approved Materials when the quantity of concrete delivered to the project in a plastic condition is 250 cubic yards or more.

Ensure that the concrete producer complies with the following requirements:

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SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	C) Quality Control.
REVISION:	Replace the first paragraph with the following: Take full responsibility for the batch weight calculations and quality control of concrete mixtures at the plant. Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content and unit weight tests, and monitoring the concrete temperature, all to provide concrete to the project conforming to specifications. A Level I concrete technician is responsible for testing production material for slump, entrained air, unit weight and temperature of the mixture. Ensure the technician performs all sampling and testing according to the appropriate Kentucky Methods. Delete the third paragraph.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	F) Records.
REVISION:	Retain all concrete technician records, test results and batch tickets pertaining to concrete produced for a Department project for at least 3 years after formal acceptance of the project. Make all records available to the Engineer and the Contractor on the project for review upon request.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	G) Mix Designs.
REVISION:	Replace the last sentence of the first paragraph with the following: Before producing any concrete for the project, submit a proposed mixture design to the Engineer and obtain the District Materials engineer's or the Central Office Material's approval.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	G) Mix Designs.
NUMBER:	1) New Mixture Designs.
REVISION:	Replace the first sentence with the following: Base the proposed mix design on standard Department methods unless the District Materials Engineer, or Central Office Materials approves otherwise.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	G) Mix Designs.
NUMBER:	1) Changes in Approved Mix Designs.
REVISION:	Replace the second sentence with the following: The District Materials Engineer or Central Office Materials will provide an average value of the specific gravity aggregate absorption.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	G) Mix Designs.
NUMBER:	3) Changes in Approved Mix Designs.
LETTER:	g)
REVISION:	Replace the fourth and fifth sentence with the following: Central Office Materials will observe all phases of the trial batches. Have the producer submit a report containing mix proportions and test results for slump, air content, water/cement ratio, unit weight, and compressive strength for each trial batch to the Engineer for Central Office Materials review and approval.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	G) Mix Designs.
NUMBER:	2) Approval.
REVISION:	Replace the first sentence with the following: The District Materials Engineer or Central Office Materials will base approval of the mixture design on the following criteria:

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SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	G) Mix Designs.
NUMBER:	3) Changes in Approved Mix Designs.
REVISION:	Replace the first sentence with the following: Do not change the source of supply of the mixture ingredients without the District Materials Engineer's or Central Office Materials written permission. Replace the third sentence with the following: Upon the District Materials Engineer's or Central Office Materials written approval, the Department will allow the use of aggregate from the new source.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	A) Concrete.
TABLE:	INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSSES OF CONCRETE
REVISION:	Under Class of Concrete replace "A"AA(9)" with "AAA(8)"
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	A) Concrete.
FOOTNOTE:	(6)
REVISION:	Add the following after the first sentence of the first paragraph: For products with voids, the slump may be increased to 7 inches. Replace the "0.3" requirement for Spring and Fall mix designs with "0.37".
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	A) Concrete.
FOOTNOTE:	(7)
REVISION:	Replace with the following: The precast fabricator may increase the slump of Class A concrete to a maximum of 7 inches provided the fabricator uses a high range water reducer (Type F and G) and maximum water/cement ratio of 0.46.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	E) Measuring.
NUMBER:	3) Water.
REVISION:	Delete the last sentence of the second paragraph.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	E) Measuring.
NUMBER:	4) Measuring Admixtures.
REVISION:	Replace with the following: 4) Measuring Admixtures. Introduce liquid admixtures into the concrete batch along with, or as part of, the mixing water. Keep air-entraining admixtures completely separate from all other admixtures until introduction into the batch. Maintain and equip dispensing equipment to ensure no chlorides are introduced into any Department mix. Use approved dispensing equipment with a meter, gauge, or scale that can accurately be pre-set for the needed amount of admixture and can consistently deliver quantities of admixture to successive batches at any setting with satisfactory accuracy. The dispensing equipment must be visible to the batch operator if the actual dispensed amounts are not recorded on the computer batch ticket. Ensure admixture dispensers are inspected, calibrated and certified every 6 months. The Department may allow admixtures to be added, to the truck, at the project site provided the Engineer's approval is obtained first.

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SUBSECTION:	601.03.04 Classes and Primary Uses.
REVISION:	Add the following part: R) Dry Cast. Precast units.
SUBSECTION:	601.03.05 Admixtures.
REVISION:	Replace the last sentence of the fourth paragraph with the following: Store admixtures where the liquid temperatures can be maintained between 32 and 110 °F.
SUBSECTION:	601.03.09 Placing Concrete.
PART:	D) Weather Limitations and Protection.
REVISION:	Delete the last sentence of paragraph two.
SUBSECTION:	605.03 CONSTRUCTION.
REVISION:	Insert the following sentence after the first sentence: Ensure all non-composite box beam concrete contains an approved corrosion inhibitor from the List of Approved Materials.
SUBSECTION:	605.03.03 Casting.
REVISION:	Delete the first sentence in the first paragraph. Add the following after the first sentence of the third paragraph: Do not vibrate Self-Consolidating Concrete (SCC).
SUBSECTION:	605.03.04 Tack welding.
REVISION:	Replace the first sentence with the following: When tack welding steel reinforcement, use ASTM A 706 steel and conform to the following conditions.
SUBSECTION:	605.03.04 Tack Welding.
NUMBER:	3)
REVISION:	Replace the first sentence with the following: Tack weld only at intersections of bars except do not tack weld in any bend or within 2 bar diameters of a bend.
SUBSECTION:	605.03.04 Tack Welding.
NUMBER:	5)
REVISION:	Replace the last sentence with the following: Each sample must meet the minimum requirement for elongation, ductility, tensile and yield strength of the bar stock.
SUBSECTION:	605.03.04 Tack Welding.
NUMBER:	6)
REVISION:	Delete the last sentence.
SUBSECTION:	605.03.04 Tack Welding.
REVISION:	Change footnote “(4) (d)” to “(5)”
SUBSECTION:	605.03.07 Removal of Forms and Surface Finish.
REVISION:	Add the following sentence before the last sentence of the paragraph: Finish dry cast products according to the Precast/Prestressed Concrete Manual.
SUBSECTION:	611.02.01 Concrete.
REVISION:	Replace with the following: Conform to Subsections 601.02 and 601.03 and the Precast/Prestress Concrete Manual.
SUBSECTION:	611.03.02 Precast Unit Construction.
REVISION:	Replace “AASHTO C 1433” with “ASTM C 1433”

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SUBSECTION: 611.03.02 Precast Unit Construction.
NUMBER: 2)
REVISION: Replace with the paragraph with the following:

Mark all box culverts sections with the following information on the inside top of each section with letters no less than 2 inches high:

a) Span, rise, maximum and minimum design earth cover, and KY Table 3.
b) Date of manufacture.
c) Name and trademark of the manufacturer.

For entrance and exit box sections, indent the required information. Mark interior sections by indenting or with waterproof paint.

SUBSECTION: 701.02.05 Backfill Materials.
PART: A) Granular Backfill.
NUMBER: 1)
REVISION: Remove "A2" from the list of acceptable materials.

SUBSECTION: 701.03.03 Pipe Bedding.
REVISION: Replace with the following:

701.03.03 Pipe Bedding.

A) Reinforced Concrete Pipe. Construct bedding according to the Standard Drawings and this section.

1) Type 1 Installation. When working on a rock foundation, place bedding to a depth of 6 inches or equal to Bc/12, the pipe diameter in inches divided by 12, whichever is greater. For all other foundations, place a minimum of 4 inches of bedding. Shape the bedding to conform to the invert shape throughout the entire width and length of the proposed structure. Compact the bedding, but leave the center third of the pipe diameter (Bc/3) uncompacted. Place and compact additional bedding material in lifts 6 inches or less to an elevation of 0.30 the culvert diameter.
2) Type 4 Installation. When working on a rock foundation, place bedding to a depth of 6 inches or equal to Bc/12, the pipe diameter in inches divided by 12, whichever is greater. For all other foundations, place a minimum of 4 inches of bedding.

B) Corrugated Metal, Thermoplastic, and Structural Plate Pipe. Place and compact bedding to provide 4 inches of bedding below the outside invert of the pipe after shaping. Shape the bedding to conform to the invert shape throughout the entire width and length of the proposed structure. Place and compact additional bedding material in lifts 6 inches or less to an elevation of 0.30 the culvert diameter.

SUBSECTION: 701.03.06 Initial Backfill.
PART: A) Reinforced Concrete
REVISION: Replace with the following:

A) Reinforced Concrete Pipe.

1) Type 1 Installation. When the top of the pipe is not within one pipe diameter of the subgrade, backfill with granular backfill, additional bedding material, or flowable fill from the top of the bedding to an elevation equal to 1/2 the pipe diameter, and either granular backfill, flowable fill, or embankment material in 6-inch lifts to an elevation of one-foot above the pipe.
2) Type 4 Installation. Backfill from the top of the bedding with granular backfill, flowable fill, or embankment material in 6-inch lifts to an elevation of one-foot above the pipe. The Department will allow Type 4 installations for median drains and pipe installations located 35 feet or more from the edge of shoulder, back of curb, or any paved surface.

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SUBSECTION:	701.05 PAYMENT.
REVISION:	Replace bid item "2599 Fabric-Geotextile, Type IV Square Yard" with "21433ES214 Fabric-Geotextile, Type IV for Pipe Square Yard[(2)]" Replace foot note "** The unit bid price is $2.00 per square yard for Geotextile Fabric, Type III" with "[(2)]The unit price is $2.00 per square yard for Fabric-Geotextile, Type IV for Pipe"
SUBSECTION:	710.02.15 Plastic Adjusting Rings.
REVISION:	Replace this section with: 710.02.15 Plastic or Rubber Adjusting Rings. Provide plastic or rubber adjusting rings that are on the Department's List of Approved Materials.
SUBSECTION:	710.03.03 Adjusted Small Drainage Structures.
REVISION:	Replace the last sentence of the first paragraph: For plastic or rubber adjusting rings, install and seal according to the manufacturer's recommendations.
SUBSECTION:	711.02 MATERIALS.
REVISION:	Replace with the following: Conform to the Contract requirements.
SUBSECTION:	713.03 CONSTRUCTION.
REVISION:	Add the following after the third paragraph: Offset longitudinal lines at least 2 inches from longitudinal pavement construction joints. Offset longitudinal lane lines on multi-lane highways 2 inches towards the median.
SUBSECTION:	714.03.06 Proving Period for Durable Markings.
PART:	B) Failure.
REVISION:	Replace the first sentence with the following: During the proving period, the Department will consider markings defective when the retroreflectivity falls below the minimum required or the material fails to meet the other requirements of A) above. Additionally, when more than 10 percent of any one-mile section or individual gore area is defective, the Department will consider the entire section defective.
SUBSECTION:	716.03.08 Testing.
REVISION:	Replace "10 megohms" with "100 megohms"
SUBSECTION:	723.03 CONSTRUCTION.
REVISION:	Replace the first sentence of the fourth paragraph with the following: Set right-of-way markers within 12 inches of the right-of-way line.
SUBSECTION:	724.02.01 Plants.
REVISION:	Replace the reference "American Association of Nurserymen" with "American Nursery and Landscape Association".
SUBSECTION:	801.01 REQUIREMENTS.
REVISION:	Add the following sentence after the third sentence of the first paragraph: Mills must request and be approved by the Department to supply cement with an SO_3 content above the value in Table 1 of ASTM C 150.
SUBSECTION:	804.01.03 Conglomerate Sand.
REVISION:	Replace second sentence of the paragraph with the following: Conglomerate sand may include some material which has been produced by crushing larger pieces of the parent material.
SUBSECTION:	804.02 Approval.
REVISION:	Replace first sentence of the second paragraph with the following: The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:

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SUBSECTION:	804.03 Concrete.
REVISION:	Second sentence in first paragraph should be a separate paragraph immediately following the first and should read as follows: Provide natural, crushed, or conglomerate sand. The Department will allow any combination of natural, crushed, or conglomerate sand when the combination is achieved in the concrete plant weigh hopper. The Engineer may allow other sands. Use natural or conglomerate sands as fine aggregates in concrete intended as a wearing surface for traffic. Conform to the following:
SUBSECTION:	804.04.03 Polish-Resistant Aggregate.
REVISION:	Add the following paragraph: Provide a signed certification from the aggregate producer for the manufactured polish-resistant fine aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials, Polish-Resistant Aggregate Source List and Guidelines on the Division of Materials' webpage.
SUBSECTION:	804.04.04 Requirements for Combined Aggregates.
PART:	D) Absorption.
REVISION:	Delete the first sentence and replace the second sentence with the following: Provide total combined fine aggregates having a water absorption of no more than 4.0 percent.
SUBSECTION:	804.11 Sampling and Testing.
REVISION:	For Absorption (Fine Aggregate), replace method "AASHTO T 84" with "KM 64-605"
SUBSECTION:	805.02 Approval.
REVISION:	Replace first sentence of the second paragraph with the following: The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:
SUBSECTION:	805.04.01 JPC Base, JPC Pavement, JPC Shoulders, and Concrete for Bridge Decks.
REVISION:	Replace the subsection heading and first sentence with the following: 805.04.01 JPC Base, JPC Pavement, JPC Shoulders, Concrete for Bridge Decks, and Precast Products. Add the following paragraph: Provide a signed certification from the aggregate producer for the approved freeze-thaw coarse aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials and Concrete Aggregate Restriction List.
SUBSECTION:	805.04.01 JPC Base, JPC Shoulders, and Concrete for Bridge Decks.
PART:	3)
REVISION:	Replace the "tests" with "test" in the last sentence.
SUBSECTION:	805.05.05 Polish-Resistant Aggregate.
REVISION:	Add the following paragraph: Provide a signed certification from the aggregate producer for the manufactured polish-resistant coarse aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials, Polish-Resistant Aggregate Source List and Guidelines on the Division of Materials' webpage.

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SUBSECTION:	805.13.01 Cyclopean Stone Riprap and Channel Lining Class III.
REVISION:	Replace the subsection with the following: 805.13.01 Cyclopean Stone Riprap and/or Channel Lining Class III. Provide material meeting the general requirements of Section 805. Ensure that 100 percent passes through a square opening of 16 inches by 16 inches, and no more than 20 percent passes through square openings of 8 inches by 8 inches. The Department may allow stones of smaller sizes for filling voids in the upper surface and dressing to the proper slope.
SUBSECTION:	806.03.03 Modification.
REVISION:	Replace the first sentence with the following: Use only styrene-butadiene (SB) or styrene-butadiene-styrene (SBS) modifiers.
SUBSECTION:	810.02 APPROVAL.
REVISION:	Replace reference “KM 114” with “KM 115”.
SUBSECTION:	810.03.06 Identification and Markings.
REVISION:	Delete the following text from the first paragraph: “When the manufacturer has more than one plant, include the plant letter assigned by the Division of Materials after the date of manufacture as follows: L-Louisville N-London” Delete the following paragraph: “The Department will not require the certification on the shipment approval form to be notarized. The Department will not require the information under “Pipe Data” on the approval form when the manufacture’s shipment ticket is attached and contains the necessary information.”
SUBSECTION:	811.02.01 Requirements.
REVISION:	Replace the subsection with the following: Furnish bar reinforcement for bridges, cast-in-place culverts, and cast-in-place retaining walls that conforms to ASTM A 615 (billet) or ASTM A 996 (rail). ASTM A 706 steel is acceptable with prior approval of the Division of Materials. Do not weld any steel bar reinforcement unless it is ASTM A 706 rebar. The Engineer will accept rail steel bar reinforcement in straight lengths only. Do not use rail steel reinforcement where field bending is allowed or required.
SUBSECTION:	811.09.02 Dowel Bars.
REVISION:	Replace the reference to “ASTM A 616” with “ASTM A 996” Insert the following sentence between the third and fourth sentence of the first paragraph: Broken or sheared ends are acceptable with prior approval of the Division of Materials.
SUBSECTION:	811.06 BAR MATS.
REVISION:	Replace the subsection with the following: Conform to ASTM A 184 and fabricate by welding deformed Grade 60 weldable bars.
SUBSECTION:	811.09.02 Dowel Bars.
REVISION:	Replace the first paragraph with the following: Furnish dowel bars that are plain round bars conforming to ASTM A 706, A 615, A 996, or A 617 with respect to mechanical properties only. Provide either Grade 40, 50 or 60 steel. Saw cut the free ends of the dowels and ensure that they are free of burrs or projections. Broken or sheared ends are acceptable with prior approval of the Division of Materials. Coat dowel bars according to AASHTO M 254 with the following exceptions for Type B coatings:

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SUBSECTION:	811.10.02 Epoxy Coating Material.
REVISION:	Replace both the reference to "ASTM D 3963 Annex" and "ASTM D 3963" with "AASHTO M 284".
SUBSECTION:	812.01.02 Hot-Rolled Carbon Steel Sheets and Strip of Structural Quality, Grade 33 (Corrugated Steel Plank for Bridge Floors).
REVISION:	Replace the reference to "ASTM A 570" with "ASTM A 1011"
SUBSECTION:	827.04 SEED.
PART:	1)
REVISION:	Replace with the following: Obtain seed only through registered dealers holding a permit to label seed.
SUBSECTION:	827.04 SEED.
REVISION:	Replace the second paragraph with the following: Do not use seed (grasses, native grasses and legumes) if the seed test date is over 9 months old exclusive of the month tested, or if the limits of noxious weed seed is exceeded.
SUBSECTION:	827.04 SEED.
REVISION:	Replace the last paragraph with the following: Wildflower seed shall not be planted until approved by the Division of Materials
SUBSECTION:	828.02 APPROVAL.
REVISION:	Add the following: The Department will continue to include the masonry coatings on the list contingent upon receiving an annual certification containing the following information: 1) A statement that the masonry coating to be furnished during the particular calendar year is of the same composition as that previously approved for inclusion on the approved list. 2) A statement that the masonry coating conforms to the appropriate requirements of the Kentucky Standard Specifications for Road and Bridge Construction. 3) A statement that notification will be made to the Division of Materials of any changes in composition for review and approval before furnishing the material to projects.
SUBSECTION:	843.01.02 Acceptance Procedures for Non-Specification Fabric.
TABLE:	GRAB STRENGTH PAYMENT REDUCTION
REVISION:	Add the following note: The Department will use the lowest value of MACHINE and CROSS for the reduction calculation.
SUBSECTION:	844.02.01 Fly Ash.
PART:	1)
REVISION:	Delete the last sentence.
SUBSECTION:	844.02.01 Fly Ash.
REVISION:	Replace the subsection with the following: 844.02.01 Fly Ash. Select from the Department's List of Approved Materials for fly ash sources. To be placed on the list, furnish samples and ASTM C 618 test data developed over the previous 3 months, and confirm to the requirements in KM 64-325.

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly takecorrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within thetime limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level ofprogress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provideall safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended andsupplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowinglyrendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

EMPLOYMENT REQUIREMENTS RELATING TO NONDISCRIMINATION OF EMPLOYEES (APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)

AN ACT OF THE KENTUCKY GENERAL ASSEMBLY TO PREVENT DISCRIMINATION IN EMPLOYMENT

KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

> KRS 11A.040 (6) provides:
>
> No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.
>
> KRS 11A.040 (8) states:
>
> A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:
>
> a) The date of leaving office or termination of employment; or
> b) The date the term of office expires to which the public servant was elected.

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
CRAFTS:		
Breckinridge County:		
Bricklayers	25.25	10.20
Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer and Trimble Counties:		
Bricklayers	22.33	8.35
Bracken, Gallatin, Grant, Mason and Robertson Counties:		
Bricklayers	25.96	8.64
Boyd, Carter, Elliott, Fleming, Greenup, Lewis and Rowan Counties:		
Bricklayers	24.44	13.56
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott, Washington and Woodford Counties:		
Bricklayers	22.33	8.35
Bricklayers (Layout Men)	22.58	8.35
Refractory/Acid Brick/Glass	22.83	8.35
All Counties		
Carpenters:	23.60	8.97
Divers	35.78	8.97
Piledrivermen	23.85	8.97
Bracken and Grant Counties:		
Millwrights	21.90	7.92
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott and Woodford Counties:		
Millwrights	21.00	12.05
Boyd, Carter, Elliott, Fleming, Greenup, Lewis, Mason, Robertson, and Rowan Counties:		
Millwrights	28.34	11.67
Breckinridge, Bullitt, Carroll, Gallatin, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:		
Millwrights	23.25	13.52
Bracken, Gallatin and Grant Counties:		
Electricians	24.24	9.34
Sound Communications:		
CablePuller	9.00	2.64
Installer	18.00	3.475

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED

CRAFTS: (continued)

Boyd, Carter, Elliott and Rowan Counties:

Electricians:

Cable Splicers	27.46	16.12
Electricians	26.15	16.08

Anderson, Bath, Bourbon, Boyle, Breckinridge, Bullitt, Carroll, Clark, Fayette, Franklin, Grayson, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Madison, Marion, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties:

Electricians	25.91	23.5% + 4.55

Fleming, Greenup, Lewis and Mason Counties:

Electricians	27.94	11.35

Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);Carroll (Eastern third, including the Township of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

Nicholas (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); Owen (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); Scott (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) & Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Fence Erector	22.05	14.62
Structural	24.50	14.62

Bourbon (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); Carroll (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); Clark (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); Owen (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); Scott (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stamping Ground & Woodlake); Anderson, Boyle, Breckinridge, Bullitt, Fayette, Franklin, Grayson, Hardin, Henry, Jefferson,

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED

CRAFTS: (continued)

Jessamine, Larue, Madison, Marion, Meade, Mercer, Nelson, Oldham, Shelby, Spencer, Trimble, Washington & Woodford Counties:

Ironworkers.....23.49..... 14.80

Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); Carroll (Eastern third, including the Townships of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); Nicholas (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); Owen (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); Scott (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall); Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Up to and including 30- mile radius of Hamilton County, Ohio Courthouse..... 23.95.....14.00
Beyond 30- mile radius of Hamilton County, Ohio Courthouse ..... 23.70.....14.00

Clark (Eastern third, including Townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); Fleming (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); Nicholas (Eastern eighth, including the Township of Moorefield Sprout); Bath, Boyd, Carter, Elliott, Greenup, Lewis, Montgomery & Rowan Counties:

Ironworkers:

Zone 1 .....26.17..... 15.07
Zone 2 .....26.57..... 15.07
Zone 3 .....28.17..... 15.07

Zone 1 - Up to 10 mi. radius of union hall, Ashland, KY, 1643 Greenup Avenue;
Zone 2 - 10 to 50 mi. radius of union hall;
Zone 3 - 50 mi. radius and beyond.

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
CRAFTS: (continued)		
Anderson, Breckinridge, Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:		
Painters:		
Brush & Roller	17.37	8.32
Spray, Sand Blast, Power Tools, Water Blast & Steam Cleaning	17.87	8.32
Bracken, Gallatin, Grant, Mason, and Owen Counties:		
Painters:		
(Heavy and Highway Bridges-Guardrails–Lightpoles-Striping):		
Bridge/Equipment Tender and Containment Builder	19.93	6.20
Brush and Roller	22.45	6.20
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement	23.45	6.20
Sand Blasting & Water Blasting	23.20	6.20
Spray	22.95	6.20
Bath, Bourbon, Boyle, Clark, Fayette, Fleming, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Robertson, Scott and Woodford Counties		
Painters:		
Brush & Roller	21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement	22.30	5.90
Sandblasting & Waterblasting	22.05	5.90
Spray	21.80	5.90
Bridge/Equipment Tender and/or Containment Builder	18.90	5.90
Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties		
Painters:		
Bridges	24.93	10.90
All Other Work	20.38	10.90

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED

CRAFTS: (continued)

Breckinridge, Bullitt, Carroll (Western Half), Franklin (Western three-fourths), Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:

Plumber ..... 27.20 ..... 12.47

Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties:

Plumbers and Steamfitters ..... 24.61 ..... 15.98

Bracken, Carroll (Eastern Half), Gallatin, Grant, Mason, Owen and Robertson Counties:

Pipefitters and Plumbers ..... 26.93 ..... 12.61

LABORERS:

Bath, Bourbon, Boyd, Boyle, Bracken, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Greenup, Harrison, Jessamine, Lewis, Madison, Mason, Mercer, Montgomery, Nicholas, Owen, Robertson, Rowan, Scott, & Woodford Counties:

GROUP 1 - Aging and curing of concrete, Asbestos Abatement Worker, Asphalt Plant, Asphalt, Batch Truck Dump, Carpenter Tender, Cement Mason Tender, Cleaning of Machines, Concrete, Demolition, Dredging, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-of-Way Sign, Guard rail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper, and Wrecking of Concrete Forms, General Cleanup.

BASE RATE 18.83
FRINGE BENEFITS 8.78

Group 2 - Batter Board Man (Sanitary And Storm Sewer), Brickmason Tender, Mortar Mixer Operator, Scaffold Builder, Burner and Welder, Bushammer, Chain Saw Operator, Concrete Saw Operator, Deckhand Scow Man, Dry Cement Handler, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operator for Masonary, Form Setter, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jackhammer, Pavement Breaker, Paving Joint Machine, Pipelayer, Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Digger, Precast Manhole Setter, Walk-Behind Tamper, Walk-Behind Trencher, Sand Blaster, Concrete Chipper, Surface Grinder, Vibrator Operator and Wagon Driller.

BASE RATE 19.08
FRINGE BENEFITS 8.78

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

LABORERS: (continued)
GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

BASE RATE 19.13
FRINGE BENEFITS 8.78

GROUP 4 - Caisson Worker (Free Air), Cement Finisher, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Levels A and B, Miner and Driller (Free Air), Tunnel Blaster and Tunnel Mucker (Free Air), Directional & Horizontal Boring, Air Track Drillers (all types), Powdermen & Blasters, Troxler & Concrete Tester if Laborer is Utilized.

BASE RATE 19.73
FRINGE BENEFITS 8.78

LABORERS:
Anderson, Bullitt, Carroll, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble & Washington Counties:

GROUP 1 - Aging and curing of concrete, Asbestos Abatement Worker, Asphalt Plant, Asphalt, Batch Truck Dump, Carpenter Tender, Cement Mason Tender, Cleaning of Machines, Concrete, Demolition, Dredging, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-of-Way Sign, Guard rail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper, and Wrecking of Concrete Forms, General Cleanup.

BASE RATE 18.73
FRINGE BENEFITS 8.88

Group 2 - Batter Board Man (Sanitary And Storm Sewer), Brickmason Tender, Mortar Mixer Operator, Scaffold Builder, Burner and Welder, Bushammer, Chain Saw Operator, Concrete Saw Operator, Deckhand Scow Man, Dry Cement Handler, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operator for Masonary, Form Setter, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jackhammer, Pavement Breaker, Paving Joint Machine, Pipelayer, Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Digger, Precast Manhole Setter, Walk-Behind Tamper, Walk-Behind Trencher, Sand Blaster, Concrete Chipper, Surface Grinder, Vibrator Operator and Wagon Driller.

BASE RATE 18.98
FRINGE BENEFITS 8.88

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

LABORERS: (continued)
GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

BASE RATE 19.03
FRINGE BENEFITS 8.88

GROUP 4 - Caisson Worker (Free Air), Cement Finisher, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Levels A and B, Miner and Driller (Free Air), Tunnel Blaster and Tunnel Mucker (Free Air), Directional & Horizontal Boring, Air Track Drillers (all types), Powdermen & Blasters, Troxler & Concrete Tester if Laborer is Utilized.

BASE RATE 19.63
FRINGE BENEFITS 8.88

LABORERS:
Breckinridge & Grayson Counties:
GROUP 1 - Aging and curing of concrete, Asbestos Abatement Worker, Asphalt Plant, Asphalt, Batch Truck Dump, Carpenter Tender, Cement Mason Tender, Cleaning of Machines, Concrete, Demolition, Dredging, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-of-Way Sign, Guard rail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper, and Wrecking of Concrete Forms, General Cleanup.

BASE RATE 19.18
FRINGE BENEFITS 8.43

Group 2 - Batter Board Man (Sanitary And Storm Sewer), Brickmason Tender, Mortar Mixer Operator, Scaffold Builder, Burner and Welder, Bushammer, Chain Saw Operator, Concrete Saw Operator, Deckhand Scow Man, Dry Cement Handler, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operator for Masonary, Form Setter, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jackhammer, Pavement Breaker, Paving Joint Machine, Pipelayer, Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Digger, Precast Manhole Setter, Walk-Behind Tamper, Walk-Behind Trencher, Sand Blaster, Concrete Chipper, Surface Grinder, Vibrator Operator and Wagon Driller.

BASE RATE 19.43
FRINGE BENEFITS 8.43

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

LABORERS: (continued)
GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

BASE RATE 19.48
FRINGE BENEFITS 8.43

GROUP 4 - Caisson Worker (Free Air), Cement Finisher, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Levels A and B, Miner and Driller (Free Air), Tunnel Blaster and Tunnel Mucker (Free Air), Directional & Horizontal Boring, Air Track Drillers (all types), Powdermen & Blasters, Troxler & Concrete Tester if Laborer is Utilized.

BASE RATE 20.08
FRINGE BENEFITS 8.43

TRUCK DRIVER CLASSIFICATIONS: **BASE RATE**

GROUP 1 - Mobile Batch Truck Tender 16.57

GROUP 2 - Greaser, Tire Changer and Mechanic Tender 16.68

GROUP 3 - Single Axle Dump, Flatbed, Semi-trailer or Pole Trailer when used to pull building materials and equipment, Tandem Axle Dump, Distributor, Mixer and Truck Mechanic 16.86

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy, Articulator Cat, 5-Axle Vehicle, Winch & A-Frame when used in transporting materials, Ross Carrier, Forklift when used to transport building materials and Pavement Breaker 16.96

FRINGE BENEFITS 7.34

OPERATING ENGINEERS:
A-Frame Winch Truck, Auto Patrol, Backfiller, Batcher Plant, Bituminous Paver, Bituminous Transfer Machine, Boom Cat, Bulldozer, Mechanic, Cableway, Carry-All Scoop, Carry Deck Crane, Central Compressor Plant, Clamshell, Concrete Mixer (21 Cu. Ft. or Over), Concrete Paver, Truck-Mounted Concrete Pump, Core Drill, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader and Loaders, Grade-All, Gurries, Heavy Equipment Robotics Operator/Mechanic, High Lift, Hoe-Type Machine, Hoist (two or more drums), Hoisting Engine (two or more drums), Horizontal Directional Drill Operator, Hydrocrane, Hyster, Kecal Loader, Letourneau, Locomotive,

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

OPERATING ENGINEERS: (continued)

Mechanically Operated Laser Screed, Mechanic Welder, Mucking Machine, Motor Scraper, Orangepeel Bucket, Piledriver, Power Blade, Pumpcrete, Push Dozer, Rock Spreader Attached to Equipment, Rotary Drill, Roller (Bituminous), Scarifier, Scoopmobile, Shovel, Side Boom, Subgrader, Tailboom, Telescoping Type Forklift, Tow or Push Boat, Tower Crane (French, German and other types), Tractor Shovel and Truck Crane, Tunnel Mining Machines, Including Moles, Shields or similar types of Tunnel Mining Equipment.

BASE RATE 22.95
FRINGE BENEFITS 11.90

Air Compressor (over 900 cu. ft. per min.), Bituminous Mixer, Boom Type Tamping Machine, Bull Float, Concrete Mixer (under 21 cu. ft.), Dredge Engineer, Electric Vibrator Compactor/Self-Propelled Compactor, Elevator (one drum or Buck Hoist), Elevator (when used to hoist building material), Finish Machine, Fireman & Hoist (one drum), Flexplane, Forklift (reguardless of lift height), Form Grader, Joint Sealing Machine, Outboard Motor Boat, Power Sweeper (riding type), Roller (rock), Ross Carrier, Skid Mounted Or Trailer Mounted Concrete Pump, Skid Steer Machine with all attachments, Switchman or Brakeman, Throttle Valve Person, Tractair and Road Widening Trencher, Tractor (50 H.P. or over), Truck Crane Oiler, Tugger, Welding Machine, Well Points and Whirley Oiler.

BASE RATE 20.53
FRINGE BENEFITS 11.90

All off road material handling equipment, including Articulating Dump Trucks, Greaser on Grease facilities servicing heavy equipment.

BASE RATE 20.91
FRINGE BENEFITS 11.90

Bituminous Distributor, Burlap and Curing Machine, Cement Gun, Concrete Saw, Conveyor, Deckhand Oiler, Grout Pump, Hydraulic Post Driver, Hydro Seeder, Mud Jack, Oiler, Paving Joint Machine, Power Form Handling Equipment, Pump, Roller (Earth), Steerman, Tamping Machine, Tractor (under 50 H.P.) and Vibrator.

BASE RATE 20.27
FRINGE BENEFITS 11.90

Cranes - with Booms 150 ft. and over (including jib), and where the length of the Boom in combination with the length of the piling leads equals or exceeds 150 ft. - $1.00 over Group 1 rate.

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
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PROJECT WAGE RATES

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

WELDERS - Receive rate for craft in which welding is incidental.

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

These rates are listed pursuant to Kentucky Determination No. CR-05-III HWY dated May 16, 2006 and/or Federal Decision Number KY20070027 dated February 9, 2007.

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

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

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

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

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Steve Waddle, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.2%	6.9%

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

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

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

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

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

PART IV

INSURANCE

INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than $100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than $300,000.00 for damages arising out of bodily injuries to or death to two or more persons.

2. Contractor's Property Damages Liability Insurance. Not less than $100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than $300,000.00 for all damages during the policy period.

3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.

4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:

   a. "policy contains no deductible clauses."

   b. "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."

5. WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

PART V

STATEMENT OF INCOMPLETE WORK

STATEMENT OF INCOMPLETED WORK

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		$	$	$

PART VI

BID ITEMS

TRANSPORTATION CABINET
Department of Highways
FRANKFORT, KY 40622

Sheet No: 1
Contract ID: 07-1015
JEFFERSON COUNTY
IM 264-1(153)5
Letting: 3/23/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		LANDSCAPING			.	.
0010	02265	REMOVE FENCE	**381.00**	LF	.	.
0020	02274	FENCE-6 FT CHAIN LINK	**1,240.00**	LF	.	.
0030	02545	CLEARING AND GRUBBING 1944 SY	**1.00**	LS	.	.
0040	02650	MAINTAIN & CONTROL TRAFFIC	**1.00**	LS	.	.
0050	08019	CYCLOPEAN STONE RIP RAP	**220.00**	TON	.	.
0060	20004ES724	RED SUNSET MAPLE	**65.00**	EACH	.	.
0070	20007ES724	WEEPING WILLOW	**23.00**	EACH	.	.
0080	20010ES724	EASTERN RED CEDAR	**59.00**	EACH	.	.
0090	20011ES724	SOUTHERN MAGNOLIA	**42.00**	EACH	.	.
0100	20013ES724	EASTERN WHITE PINE	**56.00**	EACH	.	.
0110	20015ES724	FLOWERING DOGWOOD	**87.00**	EACH	.	.
0120	20017ES724	SERVICE BERRY	**85.00**	EACH	.	.
0130	20023ES724	COMMON LILAC	**163.00**	EACH	.	.
0140	20029ES724	GOLD COAST JUNIPER	**619.00**	EACH	.	.
0150	20031ES724	LEATHERLEAF VIBURNUM	**272.00**	EACH	.	.
0160	20033ES724	RED TWIG DOGWOOD	**256.00**	EACH	.	.
0170	20034ES724	SUMMER SWEET CLETHRA	**48.00**	EACH	.	.
0180	20035ES724	VERNAL WITCH HAZEL	**224.00**	EACH	.	.
0190	20036ES724	HENRY'S GARNET VIRGINIA SWEEETSPIRE	**341.00**	EACH	.	.
0200	20039ES724	SIBERIAN IRIS	**1,066.00**	EACH	.	.
0210	20042ES724	STELLA D'ORO DAYLILY	**2,048.00**	EACH	.	.
0220	20043ES724	FOUNTAIN GRASS	**30.00**	EACH	.	.
0230	20045ES724	PURPLE CONEFLOWER	**2,078.00**	EACH	.	.
0240	20047ES724	COMMON SUNDROPS	**132.00**	EACH	.	.
0250	20048ES724	YELLOW IRIS	**1,066.00**	EACH	.	.

TRANSPORTATION CABINET
Department of Highways
FRANKFORT, KY 40622

Sheet No: 2

Contract ID: 07-1015

JEFFERSON COUNTY

IM 264-1(153)5

Letting: 3/23/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0260	20049ES724	SAVANNAH SEEDING	**7,719.00**	SQYD	.	.
0270	20050ES724	AMERICAN SYCAMORE	**53.00**	EACH	.	.
0280	20588NC	INSTALL PROJECT IDENTIFICATION SIGNS	**2.00**	EACH	.	.
0290	21002ND	TRASH PICK UP	**36.00**	CYCL	.	.
0300	21003ND	FINE TURF MOWING	**30.00**	CYCL	.	.
0310	21004ND	SITE LAYOUT	**1.00**	LS	.	.
0320	21005ND	MULCHING	**116.00**	TON	.	.
		DEMOBILIZATION			.	.
0330	02568	MOBILIZATION	**1.00**	LS	.	.
0340	02569	DEMOBILIZATION	**1.00**	LS	.	.
		TOTAL BID				$.

PART VII

CERTIFICATIONS

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

_____

_____

_____

_____

_____

_____

_____

_____

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

_____,
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

_____
(Signature)

_____
(Title)

REVISED: 8-23-89

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CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I,_____,_____, under penalty
(President or Authorized Official of Bidder) (Title)

perjury under the laws of the United States, do hereby certify that, except as noted below,

_____
(Insert name of individual, Joint Venture, Co-Partnership or Corporation Submitting Bid)

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

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

Exceptions: _____

_____

_____ _____
(Signature) (Title)

REVISED: 8-23-89

CERTIFICATION OF PERFORMANCE

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

The bidder _____, proposed subcontractor _____, hereby certifies that he has ____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CERTIFICATION FOR FEDERAL-AID CONTRACT

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

_____ _____

(Signature) (Title)

CERTIFICATION OF BID PROPOSAL / DBE

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

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

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

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

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of _____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

_____
Name of Contracting Firm

BY: _____ _____
Authorized Agent (Signature) Title

_____ _____ _____ _____
Address City State Zip Code

_____
Telephone Number

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