NON-BIDDING

PROPOSAL

TRANSPORTATION CABINET
Department of Highways
Frankfort, Kentucky 40622

PROPOSAL NO. _____
PROJECT CODE NO. 03-0004

LETTING OF JANUARY 17, 2003
Sealed Bids will be received in the Division of Contract Procurement and/or the Auditorium located on the 1st Floor of the State Office Building until 10:00 A.M., EST, on JANUARY 17, 2003. Bids will be publicly opened and read at 10:00 A.M., EASTERN STANDARD TIME.

PROJECT IDENTIFICATION AND DESCRIPTION:

WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004
Fallen Road (CR 1013) Bridge and Approaches over Red River 0.050 mile south of KY 191, a distance of 0.057 miles.

Grade, Drain and Asphalt Surface.

Status Report Item No. 10-1065.00.

(10)

GEOGRAPHIC COORDINATES:
LATITUDE - 37° 47' NORTH
LONGITUDE - 83° 21' WEST

COMPLETION DATE ESTABLISHED FOR PROJECT: 44 WORKING DAYS

LIQUIDATED DAMAGES SEE STANDARD SPECIFICATIONS

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.
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PART

I SCOPE OF WORK **(DBE GENERAL PLAN INCLUDED)** ☐

II SPECIAL PROVISIONS APPLICABLE TO PROJECT

III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

IV INSURANCE

V STATEMENT OF INCOMPLETED WORK AND SUBCONTRACTED WORK

VI BID ITEMS

VII CERTIFICATION AND DBE CERTIFICATION **(SEE BACK PAGE)**

BID..... |__| PROPOSAL ISSUED TO: _____

SPECIMEN..... |__| _____
Address City State Zip

PART I

SCOPE OF WORK

1. Project Detail

   a. See Road and/or Bridge Plans

   b. Special Notes Applicable to Project — Attached

   c. Supplemental Specifications — Attached

   d. Special Note for Utility Clearance — Attached

SPECIAL NOTES APPLICABLE TO PROJECT

2000 SPECIFICATIONS & 2003 STANDARD DRAWINGS

Any reference in the plans or in the proposal to the ***Standard Specifications for Road and Bridge Construction, Edition of 1998***, and ***Standard Drawings, Edition of 2000*** are superseded by ***Standard Specifications for Road and Bridge Construction, Edition of 2000*** and ***Standard Drawings, Edition of 2003.***

2001 SUPPLEMENTAL SPECIFICATIONS

The ***2001 Supplemental Specifications*** to the 2000 Standard Specifications for Road and Bridge Construction shall apply to this project.

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 1998 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

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 Contract Procurement. (www.kytc.state.ky.us/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%.

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.

SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

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.

ASPHALT BASE PRICE

The Asphalt Base Price shall be **$170.00 (english)** as applicable in Section 109.07 of the *2000 Standard Specifications*.

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.

OPTION B

The Contractor is advised that the compaction of asphalt mixtures furnished to this project will be accepted by **OPTION B** in accordance with **Section 402** and **Section 403** of the *2000 Standard Specification*.

SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

SPECIAL NOTE
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.

CONTRACT GOAL

CONTRACT GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 6% 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.

SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

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.

SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

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;

SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

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;

SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

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.

03/25/2002

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**

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2000 Edition

(Effective with the October 25, 2002 Letting)

Unless stated otherwise, all revisions are to the Standard Specifications for Road and Bridge Construction.

PUBLICATION:	2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.
SUBSECTION:	104.02.02 Overrun and Underrun Formulas.
REVISION:	Void the revision.
SUBSECTION:	104.02.02 Overrun and Underrun Formulas.
REVISION:	Replace the fifth paragraph with the following: For the excessive underrun and overrun quantities, the Department will adjust the payment according to the appropriate following formula:
SUBSECTION:	104.02.02 Overrun and Underrun Formulas.
NUMBER:	3)
REVISION:	Replace the threshold value of 20 percent with 30 percent.
SUBSECTION:	102.07.01 General.
REVISION:	Replace the first sentence with the following: Submit the Bid Proposal on the forms furnished by the Department including the Highway Bid Program bid item sheets and disk created from the Department's internet web site.
SUBSECTION:	102.07.02 Computer Bidding.
REVISION:	Replace the subsection with the following: Subsequent to ordering a Bid Proposal for a specific project, use the Department's Highway Bid Program on the internet web site of the Department of Highways, Division of Contract Procurement. Download the bid item quantities from the Department's web site to prepare a Bid Proposal for submission to the Department. Insert the completed bid item sheets printed from the Highway Bid Program into the Proposal and submit along with the disk created by said program. In case of a dispute, the Bid Proposal and bid item sheets created by the Highway Bid Program take precedence over any bid submittal. Furthermore the Department takes no responsibility for loss, damage of disks or the compatibility with the bidder's computer equipment or software.
SUBSECTION:	102.08 IRREGULAR BID PROPOSALS.
REVISION:	Add the following to the first set of items: 4) Fails to submit a disk created from the Highway Bid Program
SUBSECTION:	102.08 IRREGULAR BID PROPOSALS.
REVISION:	Replace 1) of the second set of items with the following: 1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Highway Bid Program , or when the form is altered or any part is detached.
SUBSECTION:	112.03.01 General Traffic Control.
PART:	I) Temporary Traffic Signals.
REVISION:	Replace the MUTCD reference "Section 4B" with "Chapter 4D"
SUBSECTION:	212.03.03 Permanent Seeding and Protection.
PART:	A) Seed Mixtures for Permanent Seeding.
REVISION:	Replace with the following: A) Seed Mixture for Permanent Seeding. Use seed Mixture No. I or as the Contract specifies. Mixture No. I: 75% Kentucky 31 Fescue (Festuca arundinacea) 10% Red Top (Agrostis alba) 5% White Dutch Clover (Trifolium repens) 10% Rygrass, perennial (Lolium perenne)

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SUBSECTION:	212.03.03 Permanent Seeding and Protection.
PART:	C) Crown Vetch.
REVISION:	Replace the first sentence with the following: Sow crown vetch seed on all areas having a slope 3:1 or steeper and consisting of soil or mixtures of broken rock and soil.
SUBSECTION:	212.03.03 Permanent Seeding and Protection.
PART:	E) Erosion Control Blanket.
REVISION:	Replace the first sentence with the following: Install erosion control blankets in ditches, except those to be paved or rock lined, to a flow depth of 1.5 feet.
SUBSECTION:	402.03.02 Acceptance.
PART:	C) Setup.
REVISION:	Add the following after the second sentence: For mixtures with a total-project quantity between 500 and 1,000 tons, perform a minimum of one process control test for AC, AV, and VMA, and report the results to the Engineer.
SUBSECTION:	402.03.03 Verification.
REVISION:	Replace the first two sentences with the following: For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA for each lot according to the corresponding procedures as given in Subsection 402.03.02. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405.
SUBSECTION:	403.02.06 Transport Equipment.
REVISION:	Add the following after the first sentence: Do not load trucks that are contaminated with an unapproved release agent. When such contamination is identified after loading, reject the load. In either case, remove the truck and respective driver from the project for the duration of the project.
SUBSECTION:	403.03.03 Preparation of Mixture.
PART:	A) Mixture Composition.
REVISION:	Replace the second sentence with the following: Conform to the gradation requirements (control points) of AASHTO MP2 for the Superpave mixture type the Contract specifies.
SUBSECTION:	403.03.03 Preparation of Mixture.
PART:	C) Mix Design Criteria.
REVISION:	Replace the first sentence with the following: Conform to the gradation requirements (control points) of AASHTO MP2 for the Superpave mixture.
SUBSECTION:	403.03.03 Preparation of Mixture.
PART:	C) Mix Design Criteria.
NUMBER:	2) Selection of Optimum AC.
REVISION:	Add the following: Ensure the optimum AC is a minimum of 5.0 percent by weight of the total mixture for all 0.5-inch nominal surface mixtures and 5.3 percent by weight of the total mixture for all 0.38-inch nominal surface mixtures.
SECTION:	403.03.06 Thickness Tolerance.
TABLE:	Nominal Maximum Size of Mixture vs. Thickness Range
REVISION:	Delete

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SUBSECTION: 403.03.09 Leveling and Wedging, and Scratch Course.
PART: A) Leveling and Wedging.
REVISION: Replace the first sentence with the following:

Conform to the gradation requirements (control points) for base, binder, or surface as applicable.

SUBSECTION: 403.03.09 Leveling and Wedging, and Scratch Course.
PART: B) Scratch Course.
REVISION: Replace the second sentence with the following:

Conform to the gradation requirements (control points) for base, binder, or surface as the Engineer directs.

SECTION: 404 OPEN-GRADED FRICTION COURSE
TABLE: LOT PAY ADJUSTMENT SCHEDULE FOR SPECIALTY MIXTURES
REVISION: Replace the table with the table on the last page of this supplement.

SUBSECTION: 409.02 MATERIALS AND EQUIPMENT.
REVISION: Replace "KM 64-427" with the following:

the guidelines in Subsection 409.03.02

SUBSECTION: 409.03.01 Restrictions.
REVISION: Add the following sentence:

When the mixture's bid item specifies PG 76-22, limit RAP content to 20 percent or less.

PUBLICATION: 2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.
SUBSECTION: 409.03.02 Preparation of Mixture.
PART: A) Mix Requirements.
REVISION: Void the Revision and replace with the following:

Conform to the Contract requirements for each mixture produced using RAP. If mixtures produced using RAP do not conform to the requirements for that mixture, complete the project using all virgin materials at no additional expense to the Department. Conform to the following table to select the appropriate grade of virgin asphalt binder to blend with the RAP:

Mixture's Bid Item	Appropriate Virgin Asphalt Binder		
	0-20% RAP	21-30% RAP	>30% RAP
PG 76-22	PG 76-22	-	-
PG 70-22	PG 70-22	PG 64-22	*
PG 64-22	PG 64-22	PG 64-22	*

* Select according to KM 64-427

SUBSECTION: 611.03.02 Precast Unit Construction.
REVISION: Replace the first sentence with the following:

Construct units according to ASTM C 1433 with the following exceptions and additions:

PUBLICATION: 2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.
SUBSECTION: 701.03.05 Joints.
PART: B) Corrugated Metal Pipe.
REVISION: Void the Revision and replace with the following:

Construct joints using a band with annular corrugations and a bolt, bar and strap connection. Use a minimum nominal band width of 12 inches for all pipe diameters 54 inches and smaller. Use a two-piece band with a minimum nominal width of 20 inches for all pipe diameters greater than 54 inches. Manufacture the band from the same base materials as the pipe. The pipe bands may be up to two gauges lighter than the pipe it is joining, with a minimum gauge thickness of 16. The Department may allow dimple band connections for field cut pipe. Install the connecting bands according to the manufacturer's written recommendations.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2000 Edition
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SUBSECTION:	710.02 MATERIALS.
REVISION:	Add the following Subsection: 710.02.15 High Density Polyethylene (HDPE) Adjusting Rings. Conform to Section 846.
SUBSECTION:	710.03.01 Newly Constructed Small Drainage Structures.
PART:	A) General.
REVISION:	Replace the last sentence of the sixth paragraph with the following: Use precast concrete, precast concrete pipe sections, cast-in-place, brick, or HDPE adjusting rings for adjustment of existing manholes according to the Standard Specifications.
SUBSECTION:	710.03.03 Adjusted Small Drainage Structures.
REVISION:	Add the following sentence to the end of the first paragraph: For HDPE adjusting rings, install and seal according to the manufacturer's recommendations.
SUBSECTION:	713.03 CONSTRUCTION.
REVISION:	Replace the MUTCD references to "Part III" with "Part 3"
SUBSECTION:	714.03 CONSTRUCTION.
REVISION:	Replace the MUTCD references to "Part III" with "Part 3" and figure references to "3-11 and 3-12" with "3B-8 and 3B-9"
SUBSECTION:	714.03.01 Layout.
REVISION:	Replace the MUTCD reference to "Part III" with "Part 3"
PUBLICATION:	2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.
SUBSECTION:	714.05 PAYMENT.
REVISION:	Replace with the following: The Department will make payment upon completion of the work. If after the proving period the markings do not meet minimum retroreflectivity requirements, the Department will adjust the payment or require corrective work according to the following:
SUBSECTION:	718.01 DESCRIPTION.
REVISION:	Replace the second sentence with the following: See Section 3C.01 of the MUTCD for a general description.
SUBSECTION:	807.02.03 Joint Sealer for Ridged Pipe.
PART:	B) Rubber Gaskets.
REVISION:	Replace with the following: B) Butyl Rubber Sealants. Furnish butyl rubber sealants conforming to the materials, manufacture, and physical requirements for sealants in AASHTO M 198, Section 6.2. Use only products from the Department's List of Approved Materials.
SUBSECTION:	807.02.03 Joint Sealer for Ridged Pipe.
PART:	C) Flexible Plastic Gaskets.
REVISION:	Replace with the following: C) Rubber Gaskets. Furnish rubber gaskets conforming to the materials, manufacture, and physical requirements for gaskets in AASHTO M 315. Use only products from the Department's List of Approved Materials.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2000 Edition

(Effective with the October 25, 2002 Letting)

SECTION: 846 HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTING RINGS
REVISION: Add the following New Section:

SECTION 846 HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTING RINGS

846.01 RESIN. Use a recycled polyethylene plastic or virgin resin producing a molded part meeting the following requirements:

Melt Flow Index (ASTM D 1238)	4.0-10.0 g/10min
Density (ASTM D 792)	0.941-0.965 g/cm^3
Tensile (ASTM D 638)	2000-5000 lb/in^2
ESCR (ASTM D 1693)	Condition C

846.02 LOADING. Ensure the adjustment rings meet or exceed the loading requirements of AASHTO'S Standard Specification for HS-25 wheel loading for Highway Bridges.

SECTION: 827.04 PERMANENT SEED.
REVISION: Replace with the following:

827.04 PERMANENT SEED. Conform to the requirements outlined in the "Kentucky Seed Law and Provisions for Seed Certification in Kentucky" and the "Regulations under the Kentucky Seed Law", with following exceptions:

1. Obtain seed only through registered dealers that are permitted for labeling of seed.
2. Ensure all deliveries/shipments of premixed seed are accompanied with a master blend sheet.
3. The Department may sample the seed at the job site at any time.
4. Ensure all bags and containers have an acceptable seed tag attached.

Do not use seed (grasses, native grasses and legumes) if the weed seed is over 2%, total germination (including hard seed) is less than 60%, 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.

Ensure that noxious weed seeds contained in any seed or seed mixture does not exceed the maximum permitted rate of occurrence per pound.

Name of Kind	Max. No. Seeds (per pound)*
Balloon Vine (Cardiospermum Halicacabum)	0
Purple Moonflower (Ipomoea turbinata)	0
Canada Thistle (Cirsium Arvense)	0
Johnsongrass (Sorghum Halepense and Sorghum Almum and perennial rhizomatous derivatives of these species)	0
Quackgrass (Elytrigia Repens)	0
Annual Bluegrass (Poa Annua)	256
Buckhorn Plantain (Plantago lanceolata)	304
Corncockle (Agrostemma Githago)	192
Dodder (Cuscuta spp.)	192
Giant Foxtail (Setaria Faberii)	192
Oxeye Daisy (Chrysanthemum leucanthemum)	256
Sorrel (Rumex Acetosella)	256
Wild Onion and Wild Garlic (Allium spp.)	96

* Seed or seed mixtures that contain in excess of 480 total noxious seeds per pound is prohibited

Wildflower seed shall not be planted until approved by the MCL.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2000 Edition
(Effective with the October 25, 2002 Letting)

LOT PAY ADJUSTMENT SCHEDULE FOR SPECIALTY MIXTURES (TEST DEVIATION FROM JMF)		
	Pay Value	Deviation From JMF (%)
Asphalt Binder Content	1.00	0.0-0.5
	0.98	0.6
	0.95	---
	0.90	0.7
	0.85	0.8
	0.75	≥ 0.9
1 1/2 inch Sieve	1.00	0-13
	0.98	14
	0.95	15-16
	0.90	17-20
	0.85	21-23
	0.75	≥ 24
1 inch, 3/4 inch, and 1/2 inch Sieves	1.00	0-9
	0.98	10
	0.95	11-12
	0.90	13-14
	0.85	15-16
	0.75	≥ 17
3/8 inch, No. 4, No. 8, No. 16, and No. 30 Sieves	1.00	0-8
	0.98	9
	0.95	10
	0.90	11-12
	0.85	13-14
	0.75	≥ 15
No. 50 Sieve	1.00	0-6
	0.98	7
	0.95	8
	0.90	9
	0.85	10
	0.75	≥ 11
No. 100 Sieve	1.00	0-3
	0.98	---
	0.95	4
	0.90	5
	0.85	---
	0.75	≥ 6
No. 200 Sieve	1.00	0.0-2.0
	0.98	2.5
	0.95	3.0
	0.90	---
	0.85	3.5
	0.75	≥ 4.0
Fineness Modulus	1.00	0.0-0.30
	0.98	0.31-0.34
	0.95	0.35-0.39
	0.90	0.40-0.46
	0.85	0.47-0.55
	0.75	≥ 0.56

UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL
SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION

Wolfe, BRZ 1003(154)
MARS 71242 01 D
Bridge Replacement at Red River .05MI S KY-191
Item No. 10-1065.00

The following utility companies have facilities to be relocated and /or adjusted on subject project.

There are no utilities involved on subject project.

There are no railroads involved on subject project.

PROTECTION OF UTILITIES

The location of utilities provided in the contract document has been furnished by the facility owners and/or by reviewing record drawings and may not be accurate. It will be the roadway contractor's responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the Cabinet. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor's operations shall be borne by the roadway contractor.

The Contractor is advised to contact BUD one-call system: however, the Contractor should aware that owners of underground facilities are not required to be members of the BUD one-call system. It may necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

PART II

SPECIAL PROVISIONS APPLICABLE TO PROJECT

SPECIAL PROVISION NO.	TITLE

NO SPECIAL PROVISIONS APPLY TO THIS PROJECT

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
(Copies of Each Attached)

1. Schedule of Minimum Wages Established for the Project.

2. FHWA 1273 (Rev. 3-94) Required Contract Provisions.

3. Employment Requirements Relating to Non-Discrimination of Employees Applicable to Federal Aid System Contracts (12-3-92).

4. Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

5. Executive Branch Code of Ethics.

TRANSPORTATION CABINET
DIVISION OF CONTRACT PROCUREMENT
COMPLIANCE SECTION

SHEET ONE

PROJECT WAGE RATES **LETTING: 01-17-2003**

WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004
Fallen Road (CR 1013)
Grade, Drain and Asphalt Surface

CRAFTS	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
Boilermakers	24.65	12.94
Bricklayers:	20.35	6.30
Stone Mason	18.95	6.30
Carpenters:	18.85	6.30
Cement Masons:	18.70	6.30
Electricians:	*22.60	6.97

*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T. V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

Ironworkers, Reinforcing:	18.75	6.30
Ironworkers, Structural:	18.95	6.30
Painters:	20.55	6.30
Piledrivers:	18.50	6.30
Surveyors (State):		
Survey Party Chief (Engineer)	12.34	
Survey Party Operatives (Instrument men, rodmen, etc.)	7.21	
Plumbers	22.52	6.30

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

LABORERS:

General laborer, flagperson, steam jenny.
BASE RATE 16.90
FRINGE BENEFITS 6.30

Batch truck dumper,
deck hand or scowman.
BASE RATE 17.15
FRINGE BENEFITS 6.30

Power driven tool operator of the following: wagon drill, chain saw, jack hammer, concrete saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow, power buggy, sewer pipe layer, bottom man, dry cement handler, concrete rubber, mason tender.

BASE RATE 17.25
FRINGE BENEFITS 6.30

Asphalt lute and rakerman, side rail setter.
BASE RATE 17.30
FRINGE BENEFITS 6.30

Two/Federal (0)

TRANSPORTATION CABINET
DIVISION OF CONTRACT PROCUREMENT
COMPLIANCE SECTION

PROJECT WAGE RATES **SHEET TWO** **01-17-2003**

WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004

LABORERS:

Gunnite nozzle man, gunnite operator.	**BASE RATE**.....17.40 **FRINGE BENEFITS**.....6.30
Tunnel laborer (free air).	**BASE RATE**.....17.45 **FRINGE BENEFITS**..... 6.30
Tunnel mucker (free air).	**BASE RATE**.....17.50 **FRINGE BENEFITS**.....6.30
Hand blade operator	**BASE RATE**.....17.65 **FRINGE BENEFITS**.....6.30
Tunnel miner, blaster and driller (free air).	**BASE RATE**.....17.85 **FRINGE BENEFITS** 6.30
Caisson worker.	**BASE RATE**.....18.40 **FRINGE BENEFITS**.....6.30
Powderman.	**BASE RATE**.....18.50 **FRINGE BENEFITS**.....6.30
Drill operator of percussion type drills which are both powered and propelled by an independent air supply.	**BASE RATE**.....19.70 **FRINGE BENEFITS**.....6.30

TRUCK DRIVERS AND RELATED CLASSIFICATIONS:

Truckhelper and warehouseman (State).	**BASE RATE**.....17.15 **FRINGE BENEFITS**.....6.30
Driver, winch truck and A-Frame when used in transporting materials.	**BASE RATE**.....17.25 **FRINGE BENEFITS**.....6.30
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor.	**BASE RATE**.....17.35 **FRINGE BENEFITS**.....6.30
Driver on mixer trucks (all types).	**BASE RATE**.....17.40 **FRINGE BENEFITS**.....6.30
Truck mechanic	**BASE RATE**.....17.45 **FRINGE BENEFITS**.....6.30

Two/Federal (0)

PROJECT WAGE RATES **SHEET THREE** **01-17-2003**

WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004

TRUCK DRIVERS AND RELATED CLASSIFICATIONS: (continued)

Driver (3 tons and under), tire changer and truck mechanic helper (State).	**BASE RATE**.....17.48 **FRINGE BENEFITS**.....6.30
Driver on pavement breakers.	**BASE RATE**.....17.50 **FRINGE BENEFITS**.....6.30
Driver (over 3 tons), driver (truck mounted rotary drill).	**BASE RATE**.....17.69 **FRINGE BENEFITS**.....6.30
Driver, Euclid and other heavy earth moving equipment, Low boy.	**BASE RATE**.....18.26 **FRINGE BENEFITS**.....6.30
Greaser on greasing facilities.	**BASE RATE**.....18.35 **FRINGE BENEFITS**.....6.30

OPERATING ENGINEERS:

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used to hoist building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller, gurry, self-propelled compactor, self –contained hydraulic percussion drill.

BASE RATE.....20.25
FRINGE BENEFITS.....6.30

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, whirly oiler, tractair and road widening trencher, articulating trucks, mechanic helper, (State).

BASE RATE.....18.50
FRINGE BENEFITS.....6.30

TRANSPORTATION CABINET
DIVISION OF CONTRACT PROCUREMENT
COMPLIANCE SECTION

PROJECT WAGE RATES **SHEET FOUR** **01-17-2003**

WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004

OPERATING ENGINEERS (continued)

Greaser on grease facilities servicing heavy equipment

BASE RATE.....18.35
FRINGE BENEFITS.....6.30

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver.

BASE RATE.....17.76
FRINGE BENEFITS.....6.30

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

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

These rates are listed pursuant to the Kentucky Determination No. CR-01-II-HWY dated August 6, 2002 and/or Federal Decision No. KY 020026 dated March 1, 2002, modification #1 dated April 5, 2002, modification #2 dated May 3, 2002 and modification #3 dated September 13, 2002.

NOTE: Both Kentucky Determination No. CR-01-II-HWY and Federal Decision No. KY 020026 dated March 1, 2002, modification #1 dated April 5, 2002, modification #2 dated May 3, 2002 and modification #3 dated September 13, 2002 apply to this project. This set of wage rates contains a combination of these two wage decisions.

TRANSPORTATION CABINET
DIVISION OF CONTRACT PROCUREMENT
COMPLIANCE SECTION

PROJECT WAGE RATES **SHEET FIVE 01-17-2003**

WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004

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.

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 to the undersigned.

Rick Stansel, Director
Division of Contract Procurement
Frankfort, Kentucky 40622

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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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 contrac-

tual 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 take corrective 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 the time 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-thejob 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 determi-

nation") 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 regis-

tered 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 of progress, 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 wage determination 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 shall set out accurately and completely all of the information 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 $1,000,0-00 (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 provide all 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 and supplemented;

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 knowingly rendered 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

PROJECT: **WOLFE COUNTY, BRZ 1003 (163), FD52 119 1013 C00004**
LETTING: **01-17-2003**

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:

TIMETABLE	GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	7.0%	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:

Carol Gaudin, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609
(404) 562-2424

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

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.

PART IV

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 a _____ deductible property
(amount)
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 INCOMPLETED WORK

1. Status of Active Prime Contracts. Attached

THE QUANTITY SHEET(S) REPRESENTS THE ESTIMATED QUANTITIES (ONLY) FOR THE SUBJECT PROJECT. PROPOSAL(S) MAY NOT BE AVAILABLE WHEN THE QUANTITIES ARE POSTED.
YOUR BID **WILL NOT** BE CONSIDERED IF THESE SHEET(S) ARE MADE A PART OF THE BID PROPOSAL WHICH YOU SUBMIT TO THE KENTUCKY DEPARTMENT OF HIGHWAYS.

TRANSPORTATION CABINET
Department of Highways
FRANKFORT, KY 40622

Sheet No: 1
PCN: 03-0004
Letting: 1/17/2003

WOLFE COUNTY
BRZ 1003 (163)

NON-BIDDING SHEET

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		BRIDGE AND CULVERT QUANTITIES				
1	2231	STRUCTURE GRANULAR BACKFILL	**19.00**	CU YD		
2	8002	STRUCTURE EXCAV-SOLID ROCK	**69.00**	CU YD		
3	2998	MASONRY COATING	**249.00**	SQ YD		
4	8100	CONCRETE-CLASS A	**237.90**	CU YD		
5	8104	CONCRETE-CLASS AA	**24.30**	CU YD		
6	8019	CYCLOPEAN STONE RIP RAP	**180.00**	TON		
7	8046	PILES-STEEL HP12X53	**92.00**	LIN FT		
8	8094	PILE POINTS-12 INCH	**5.00**	EACH		
9	8033	TEST PILES	**23.00**	LIN FT		
10	8151	STEEL REINF-EPOXY COATED	**2,767.00**	LB		
11	8150	STEEL REINFORCEMENT	**26,221.00**	LB		
12	8663	PRECAST PC BOX BEAM CB21-48	**336.00**	LIN FT		
13	8801	GUARDRAIL-STEEL W BM-S FACE BR	**100.00**	LIN FT		
14	2355	GUARDRAIL-STEEL W BM-S FACE A	**100.00**	LIN FT		
15	8160	STRUCTURAL STEEL (APPROX. 578 LBS)	**1.00**	LP SUM		
16	8003	FOUNDATION PREPARATION	**1.00**	LP SUM		
17	2731	REMOVING EXISTING STRUCTURE	**1.00**	LP SUM		
		ROADWAY QUANTITIES				
18	2230	EMBANKMENT IN PLACE	**1,014.00**	CU YD		
19	2242	WATER	**55.00**	M GAL		

THE QUANTITY SHEET(S) REPRESENTS THE ESTIMATED QUANTITIES (ONLY) FOR THE SUBJECT PROJECT. PROPOSAL(S) MAY NOT BE AVAILABLE WHEN THE QUANTITIES ARE POSTED.
YOUR BID **WILL NOT** BE CONSIDERED IF THESE SHEET(S) ARE MADE A PART OF THE BID PROPOSAL WHICH YOU SUBMIT TO THE KENTUCKY DEPARTMENT OF HIGHWAYS.

TRANSPORTATION CABINET
Department of Highways
FRANKFORT, KY 40622

Sheet No: 2
PCN: 03-0004
Letting: 1/17/2003

WOLFE COUNTY
BRZ 1003 (163)

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
20	2351	GUARDRAIL-STEEL W BEAM-S FACE	**250.00**	LIN FT		
21	2360	GUARDRAIL TERMINAL SECT NO 1	**1.00**	EACH		
22	2367	GUARDRAIL END TREATMENT TYPE 1	**3.00**	EACH		
23	2371	GUARDRAIL END TREATMENT TYPE 7	**4.00**	EACH		
24	2397	TEMPORARY GUARDRAIL	**437.50**	LIN FT		
25	2562	SIGNS	**273.00**	SQ FT		
26	5985	SEEDING AND PROTECTION	**2,000.00**	SQ YD		
27	5953	TEMP SEEDING AND PROTECTION	**200.00**	SQ YD		
28	2705	SILT CHECK	**2.00**	EACH		
29	2708	CLEAN SILT CHECK	**6.00**	EACH		
30	2701	TEMPORARY SILT FENCE	**485.00**	LIN FT		
31	2709	CLEAN TEMPORARY SILT FENCE	**970.00**	LIN FT		
32	2484	CHANNEL LINING CLASS III	**30.00**	TON		
33	2585	EDGE KEY	**20.00**	LIN FT		
34	0001	D G A BASE	**120.00**	TON		
35	0020	TRAFFIC BOUND BASE	**112.00**	TON		
36	0291	EMULSIFIED ASPHALT RS-2	**0.80**	TON		
37	0100	ASPHALT SEAL AGGREGATE	**3.70**	TON		
38	0221	CL2 ASPH BASE 0.75D PG64-22	**86.00**	TON		
39	0301	CL2 ASPH SURF 0.38D PG64-22	**36.00**	TON		
40	2545	CLEARING AND GRUBBING (0.5 ACRES)	**1.00**	LP SUM		

NON-BIDDING SHEET

THE QUANTITY SHEET(S) REPRESENTS THE ESTIMATED QUANTITIES (ONLY) FOR THE SUBJECT PROJECT. PROPOSAL(S) MAY NOT BE AVAILABLE WHEN THE QUANTITIES ARE POSTED.
YOUR BID **WILL NOT** BE CONSIDERED IF THESE SHEET(S) ARE MADE A PART OF THE BID PROPOSAL WHICH YOU SUBMIT TO THE KENTUCKY DEPARTMENT OF HIGHWAYS.

TRANSPORTATION CABINET
Department of Highways
FRANKFORT, KY 40622

Sheet No: 3
PCN: 03-0004
Letting: 1/17/2003

WOLFE COUNTY
BRZ 1003 (163)

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
41	2726	STAKING	**1.00**	LP SUM		
42	2650	MAINTAIN AND CONTROL TRAFFIC	**1.00**	LP SUM		
43	2651	DIVERSIONS (BY-PASS DETOURS)	**1.00**	LP SUM		
44	2569	DEMOBILIZATION	**1.00**	LP SUM		
45		**TOTAL BID**				$.

NON-BIDDING SHEET

1. STATUS OF ALL INCOMPLETED PRIME CONTRACTS

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

PART VII

CERTIFICATIONS

1.	Provisions Relative to Senate Bill 258 (1994)	Attached
2.	Certification for Federal-Aid Contract	Attached
3.	Certification	Attached
4.	Non-Collusion Certification	Attached
5.	Certification with regard to the Performance of Previous Contracts or Subcontracts	Attached
6.	Certification of Bid Proposal	Attached

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:

_____

_____

_____

_____

_____

_____

_____

_____

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

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

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

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY
COUNTY _____
PROJECT NO. _____

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

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

_____, (In
sert 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

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 OF BID PROPOSAL

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.

"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 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.