



CALL NO. 100

CONTRACT ID. 081124

LETCHER COUNTY

FED/STATE PROJECT NUMBER APD 119-1 (37)

LETTING DATE: July 25, 2008

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1st floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME July 25, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME

ROAD AND/OR BRIDGE PLANS

DBE CERTIFICATION REQUIRED

DEFERRED PAYMENT: The successful bidder on this project may request a work order with an effective date prior to June 15, 2005. The request must be in writing to the Department. A work order issued at the request of the Contractor will be with the distinct understanding that payment for any work performed estimates may be delayed until July 15, 2005. A work order will be issued June 15, 2005, for this project unless the bidder requests an earlier work date. TEST

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

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

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: _____

SPECIMEN

Address

City

State

Zip

TABLE OF CONTENTS

- PART I SCOPE OF WORK
- PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES
 - CONTRACT NOTES
 - CONTRACT DBE GOAL
 - FEDERAL CONTRACT NOTES
 - GENERAL DBE PARTICIPATION PLAN
 - TRAINEES
 - NATIONAL HIGHWAY
 - ASPHALT MIXTURE
 - DGA BASE
 - DGA BASE FOR SHOULDERS
 - INCIDENTAL SURFACING
 - ASPHALT PAVEMENT RIDE QUALITY
 - FUEL AND ASPHALT PAY ADJUSTMENT
 - OPTION A
 - SPECIAL NOTE(S) APPLICABLE TO PROJECT
 - WASTE AND BORROWED SITES
 - RIGHT OF WAY NOTES
 - UTILITY CLEARANCE
 - DEPT OF ARMY - NATIONWIDE PERMIT
 - WATER QUALITY CERTIFICATION
 - KPDES STORM WATER PERMIT, BMP AND NOI
 - COMMUNICATING ALL PROMISES
- PART II SPECIFICATIONS AND STANDARD DRAWINGS
- SPECIFICATIONS REFERENCE
 - SUPPLEMENTAL SPECIFICATIONS
 - [SN-11D] ROCK BLASTING
 - [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES
- PART III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
- FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273
 - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
 - NONDISCRIMINATION OF EMPLOYEES
 - EXECUTIVE BRANCH CODE OF ETHICS
 - TRAINING SPECIAL PROVISIONS
 - PROJECT WAGE RATES
 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO

PART IV INSURANCE

PART V BID ITEMS

PART I
SCOPE OF WORK

CONTRACT ID - 081124

ADMINISTRATIVE DISTRICT - 12

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - LETCHER

PCN - DE067011908W1

APD 119-1 (37)

HARLAN-WHITESBURG ROAD (US 119) US 119 RELOCATION FROM 1.3 MILES EAST OF THE HARLAN COUNTY LINE TO 1000 FEET WEST OF JUNCTION KY 3404 , A DISTANCE OF 0.77 MILES. GRADE, DRAIN & SURFACE WITH BRIDGE. SYP NO. 12-00311.34.

GEOGRAPHIC COORDINATES LATITUDE 37^01'00" LONGITUDE 82^53'00"

COMPLETION DATE(S):

444 WORKING DAYS

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

CONTRACT DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 2.4% of the total value of the contract.

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

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating
102.08 Irregular Proposals
102.09 Proposal Guaranty

102.10 Delivery of Proposals
102.14 Disqualification of Bidders

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of ____ percent of the total value of this contract and that the DBE

participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

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

DBE PARTICIPATION PLAN

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

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out

contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;

6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

TRAINEES

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ 1 trainee (s) (Truck Driver) for this contract.

NATIONAL HIGHWAY

This project is on the *NATIONAL HIGHWAY SYSTEM*.

ASPHALT MIXTURE

The rate of application for all asphalt mixtures shall be estimated at 110 lbs/sy per inch of depth, unless otherwise noted.

DGA BASE

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

The rate of application shall be estimated at 115 lbs/sy per inch of depth. Payment for necessary grading and/or shaping of existing shoulders prior to placing of Dense Graded Aggregate Base shall be included in the unit price bid per ton for Dense Graded Aggregate Base.

INCIDENTAL SURFACING

The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or to the limits as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, the paving of the crossroads shall be to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. These areas are to be surfaced or resurfaced as directed by the Engineer and no direct payment will be allowed for placing and compacting.

ASPHALT PAVEMENT RIDE QUALITY

Pavement Rideability Requirements shall apply on this project in accordance with Section 410 of the current *Standard Specifications*.

FUEL AND ASPHALT PAY ADJUSTMENT

These contract items Lot Pay Adjustment, Asphalt Adjustment and Fuel Adjustment, are for possible future payments. Additional monies may need to be setup with an additional change order if existing contract amount is insufficient to pay all items on the contract. Unit price is \$1.00. Quantity will be actual adjustment after work is completed.

OPTION A

The Contractor is advised that the compaction of asphalt mixtures furnished for driving lanes and ramps, at 25mm (1 inch) or greater, on this project will be accepted according to OPTION A in accordance with Section 402 and Section 403 of the *current Standard Specification*. Joint cores as described in subsection 402.03.02 are required for surface mixtures only. The compaction of all other asphalt mixtures will be accepted by OPTION B.

Note for English Bid Items with Metric Plans

Special Notes, Proposal & Plans were developed under Metric Plan methodology. Stationing, measurements and quantities depicted on plans, notes and proposal are in Metric units, quantities and measurements except Bid quantities.

The 2008 Kentucky Standard Specifications for Road & Bridge Construction and 2008 Standard Drawings use English Units and Measurements.

For Bidding and Payment purposes the quantities & units will be converted to English quantities & units. Summary of Bid Items in proposal are in ENGLISH units and quantities. Conversion factors from 2008 Kentucky Standard Specifications for Road & Bridge Construction were used.

All Bid Items are in ENGLISH Units and Quantities.

Final pay quantities will be in accordance to 2008 Kentucky Standard Specifications for Road & Bridge Construction and be in English units and quantities.

2008 Kentucky Standard Specifications for Road & Bridge Construction **Section 104.06 titled METRIC CONFLICTS addresses conflicts that may arise with Metric units.**

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SPECIAL NOTE FOR STONE MASONRY VENEER

The stone masonry veneer shall be similar and equal to Kentucky Rustic, produced by Centurion Stone Products, Inc.; 1325 Sixth Avenue North; Nashville, TN 37208. Veneer shall be approved by the Engineer. The manufacturer shall have a representative on the site to supervise the installation of the stone veneer until the contractor demonstrates proficiency in installation, as determined by the Engineer. Installation shall be according to the manufacturer's specifications. Concrete surface shall be cleaned with acid wash and then rinsed with potable water prior to beginning stone veneer work.

Materials: All stone veneer setting materials and equipment will be clean and free of salts or chemicals which may cause efflorescence. Materials should conform to: ASTM C150 Portland Type I Cement, ASTM C144 Sand, and clean potable water.
Bonding Mortars:

(A) Portland Cement Mortar or Type S Mortar, provide a commercially prepared mix of Portland Cement and clean brick sand (2 parts sand to 1 part Portland) mixed evenly to a heavy, creamy texture.

(B) Other mixtures are acceptable with the approval of stone veneer manufacturer and site management. The mortar shall have an approved latex admixture added per manufacturer's recommendation.

Grouting Mortars Material:

Provide a job mix consisting of 1 part masonry mix to 2 parts clean brick sand. Mix texture should be thin enough to be easily squeezed from a grouting bag. Mortar shall have an approved latex admixture added as per manufacturer's recommendations. All Joints are to be installed using a grouting bag, tooled and brushed daily, shaped to shed water and raked to depth acceptable to the Engineer, approximately 1/2 inch.

Installation of Stone Veneer: Contractor shall be thoroughly trained and experienced in installation of stone veneer products.

(A) Observe minimum temperature limits on job site and follow installation practices recommended by materials manufacturers.

(B) Prepare surfaces, set, fit, grout and clean stone veneer in strict accordance with the manufacturer's recommendations.

(C) Spread mortar on back of stone a minimum of 1/2 inch thick.

(D) Press and set stone in place using a "Wiggling" motion to obtain 100% coverage of mortar on the back of each stone. Remove excessive mortar from around stone.

Grouting:

(A) Do not begin grouting until stones are firmly set.

(B) Using a grouting bag, force the maximum amount of grout into joints, filling

all gaps and skips. Do not permit grout on stone's face.

(C) Provide grout which is uniform in color, smooth and without voids, pin-holes or low spots.

(D) Remove surplus grout from joints by raking and tooling. Brush all joints to remove excessive or loose sand.

(E) Remove mortar and haze from stone's face within 3 hours, leaving the surface of all units clean.

Cleaning: After setting and grouting are complete, thoroughly clean stone faces by brushing and lightly washing with a clean, wet sponge. Do not use acid or acid cleaners.

**SPECIAL NOTE FOR
MECHANICALLY STABILIZED EARTH (MSE) SLOPES
LETCHER COUNTY ITEM # 12-311.34**

1.0 REFERENCES:

All references to the Standard Specifications are to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition with all Supplemental Specifications.

All references to AASHTO are to the AASHTO Standard Specifications for Highway Bridges, 1996 Edition with 2000 Interims.

The requirements in the Standard Specifications or AASHTO shall be used for information not provided. Where there are conflicts between the Standard Specifications and AASHTO, the Standard Specifications shall govern. Mechanically Stabilized Earth (MSE) slope and Reinforced Soil (RSS) slope will be interchanged throughout the Special Note. The two should be considered equal.

1.1 Definition: Structural Geogrid - A structural geogrid is formed by a regular network of integrally connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth and function primarily as reinforcement.

2.0 SCOPE OF WORK:

Furnishing and testing materials, and the design and construction of a Mechanically Stabilized Earth (MSE) slope retention system. Work consists of:

1. Furnishing structural geogrid reinforcement, drainage composite, and erosion control vegetative facing system as shown on the construction drawings.
2. Storing, cutting, and placing structural geogrid reinforcement, drainage composite, and erosion control system as specified herein and as shown on the construction drawings.
3. Furnishing sealed design calculations and construction drawings for the MSE slope; providing supplier representatives for on-site pre-construction meeting with Contractor and Engineer.
4. Excavation, placement, and compaction of reinforced fill and backfill material as specified herein and as shown on the construction drawings.

Acceptance of the contractor's design calculations and construction plans does not constitute endorsement nor approval of the work submitted. The acceptance is an acknowledgment of the work performed and authorization for the contractor to proceed with the project.

3.0 CALCULATIONS AND PLANS:

Material list, design calculations, and construction plans clearly showing conformance with the Standard Specifications, AASHTO, and contract plans shall be submitted for review. Final design calculations and construction plans shall be dated, sealed, and signed by a registered professional engineer licensed to practice in Kentucky. The Division of Structural Design, Geotechnical Branch requires five sets of the design calculations and construction plans for each submission and resubmission. Reduced-size prints are preferred. The Contractor shall allow 30 working days for the Department to review each submission. The thirty-day period begins when submissions are received in the Geotechnical Branch. Additional time required by the Department to review resubmissions shall not be cause for increasing the number of contract working days. The additional work required by the contractor to provide resubmissions shall be at no cost to the Department and with no extension of contract time.

The format for the construction plans shall be in accordance with the Division of Structural Design's Guidance Manual. The first sheet shall be a title sheet. All final structure tracings shall be submitted on 3 mil, or thicker, 22" X 36" Mylar film. The final Mylar tracings of the accepted construction plans submitted to the Geotechnical Branch shall be dated, sealed, and signed on Sheet 1 by the engineer performing the work.

Shop drawings shall not be developed until after the Department has reviewed and accepted the construction plans. The slope design engineer providing the design shall submit reviewed and approved shop drawings. The engineer shall provide the Department with a statement of assurance that the shop drawings are accurate and that they satisfy the project requirements. The Geotechnical Branch requires nine copies of the approved shop drawings for distribution. Each sheet of two copies of the shop drawings shall be dated, sealed, and signed by the MSE Slope design engineer providing the design. All submittals and drawings should be submitted in .PDF files. All submissions shall be through the Contractor to the Project Resident Engineer. The Project Resident Engineer shall forward the submissions to the Geotechnical Branch.

Contact the Geotechnical Branch before beginning any work on the design and construction plans.

Special Note for MSE Slopes

3.1 Approval: The approval of the slope system and the material supplier will be based upon the following considerations:

1. The geogrid reinforcement has been reviewed and approved for use by the KYTC District Materials along with the Geotechnical Branch.
2. The supplier has the operational capacity and necessary experience to provide expert support to the contractor on a timely basis.
3. Past experience in the design and construction of at least 5 projects of a similar magnitude of the proposed system that has been documented.
4. Pre-Construction Conference - Prior to the installation of the geogrid, the Contractor shall arrange a meeting at the project site with the geogrid material supplier and, where applicable, the geogrid installer. The Owner and the Engineer shall be notified at least 7 days in advance of the time of the meeting. The representative of the geogrid supplier shall be available on an “as-needed” basis during construction.

4.0 DESIGN:

The structure design shall be in accordance with AASHTO. Exceptions to these requirements are listed in this note or shown elsewhere in the contract plans.

Earth reinforcement elements in Reinforced Slope Systems shall be designed to have a corrosion resistance/durability to ensure a minimum design life of 100 years.

The length of primary reinforcement shall be the same throughout the MSE Structure.

Construction and Traffic loading shall be considered equivalent to an additional two feet of earth surcharge. The backfill material required for the Reinforced Soil Slope volume shall extend 0.3 meters, minimum, beyond the ends of the reinforcement. The MSE slope volume should be separated from the core with Geotextile Fabric Type IV.

The following factors of safety will be used for slope design.

Minimum Safety Factors

Grid Pullout	2.0
Internal Stability	1.3
Compound Stability	1.3
Sliding	1.5, w/o passive resistance
Sliding	2.0, w/ passive resistance

5.0 MATERIALS:

Use a polymer geogrid consisting of High Density Polyethylene (HDPE) or High Tenacity Polyester (PET) formed into a uniform regular network of integrally connected elements with apertures greater than 6.35 mm to allow interlocking with surrounding soil, rock, earth, or other specified materials to function primarily as reinforcement. Use geogrids that are generally inert to biological degradation and commonly encountered chemicals and are free of defects or flaws significantly affecting its physical properties.

Ensure that geogrids minimum width is 1.22 meter and that each roll is labeled with the manufacturers’ name, product type, lot number, roll number, manufactured date, and roll dimension.

Material Requirements – MSE Slope Volume

Gradation

Sieve Size	Percent Passing
4"	100
No. 4	20-100
No. 40	0 - 60
No. 200	0 - 50

Special Note for MSE Slopes

Gradations for the MSE volume should be attained and verified twice per week in order to meet the above requirements. The plasticity index (PI), as determined by AASHTO T-90, on the minus #40 sieve size material shall not exceed 20. Material having an internal friction angle (higher than 34° may be used if substantiated by laboratory direct shear or triaxial test results on the project specific material. Uniform fine sands are not permitted in the MSE Volume. The geogrid manufacturer is responsible for establishing and maintaining a quality control program to ensure compliance with this section.

5.1 Packaging: Protect the reinforcement from direct sunlight, ultraviolet rays, temperatures greater than 48 °C, mud, dirt, dust, and debris during all periods of shipment and storage. Keep geogrids dry until installation, and do not store directly on the ground.

5.2 Physical Requirements: Furnish Geogrid suitable to the final design. Determine Long Term Design Tensile Strength based on the following:

$$TD = TULT \div RF$$

Where:

TD = Long Term Design Strength

TULT = Ultimate Tensile Strength determined in primary strength direction in accordance with ASTM D 6637 conducted at a strain rate of 10 % per minute. Tensile strength shall be reported without artificially deforming, manipulating, or massaging the test specimen under load before measuring such resistance or employing an artificial secant or offset tangent.

RF = Total Reduction Factor = RFCR x RFCD x RFDU

Minimum RF with product specific testing: 3.15 for HDPE and 2.0 for PET

Minimum RF without test data: 10

RFCR = Reduction Factor for Creep Deformation for 100-year Design Life calculated in accordance with GRI-GG4 using ASTM D 5262 for Long Term Strength.

Minimum RFCR with product specific testing: 2.60 for HDPE and 1.60 for PET

Minimum RFCR without test data: 3.0

RFCD = Reduction Factor for Construction Damage calculated in accordance with GRI-GG4.

Minimum RFCD with product specific testing: 1.10

Minimum RFCD without test data: 2.0

RFDU = Reduction Factor for Durability determined in accordance with EPA 9090 and ASTM D 4595.

Minimum RFDU with product specific testing: 1.10

Minimum RFDU without test data: 2.0

Special Note for MSE Slopes

6.0 GEOTECHNICAL DESIGN PARAMETERS:

Granular Embankment - See Subsection 805 of the Standard Specifications

$$\gamma = 18 \text{ kN/m}^3$$

$$\text{Phi} = 38^\circ$$

$$C = 0 \text{ kPa}$$

RSS Volume -

$$\gamma = 18.8 \text{ kN/m}^3$$

$$\text{Phi} = 34^\circ$$

$$C = 0 \text{ kPa}$$

In-Situ Soil

$$\gamma = 18.8 \text{ kN/m}^3$$

$$\text{Phi} = 28^\circ$$

$$C = 0 \text{ kPa}$$

The coefficient of friction for sliding resistance for cohesionless soils shall be no greater than tangent Phi of the weaker material. The coefficient of friction for sliding resistance for cohesive soils shall be no greater than the adhesion value for the in-situ soil. Lateral earth pressure coefficients or equivalent fluid pressures may be determined by Coloumb or Rankine theories.

In no case shall the geotechnical strength parameters used for design exceed the values allowed by the AASHTO Specifications.

7.0 GENERAL:

Comply with all dimensions shown on the contract plans and accommodate all other project features as shown on the contract plans.

Section 107 of the current specifications shall apply to the use of patented devices, materials, wall systems, and processes.

Geogrid shall be installed at the proper elevation and orientation as shown on the construction drawings or as directed by the Engineer. Correct orientation (roll direction) of the geogrid shall be verified by the Contractor. Geogrid may be temporarily secured in place with staples, pins, sand bags, or backfill as required by fill properties, fill placement procedures, or weather conditions, or as directed by the Engineer. All connections shall be in accordance with the supplier's design.

The core material shall be built concurrently with the MSE Slope. The core cannot be constructed prior to the MSE Slope.

Backfill material shall be placed in lifts and compacted according to Section 206 of the current Specifications. Backfill shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in and/or movement of the geogrid.

Tracked construction equipment shall not be operated directly on the geogrid. A minimum fill thickness of 6 inches is required prior to operation of rubber-tired and tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid.

Any geogrid damaged during installation shall be replaced by the Contractor at no additional cost.

Based on subsurface conditions and original project parameters, areas were judged noncritical and recommendations were being made without the subsurface information in the intervals in which the MSE Slope will be placed. Additional subsurface information to verify the design parameters of the in-situ soils must be completed. The project engineer should notify the Division of Structural Design, Geotechnical Branch, upon the contract being awarded to complete this work. It is estimated that it will take a maximum of one (1) months for the Geotechnical Branch to complete its investigation and make any necessary geotechnical recommendations that may affect design prior to any construction. No additional money or time shall be allowed for this delay. However, the contractor will be responsible for providing access for drilling equipment to this area.

Special Note for MSE Slopes

8.0 METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

Roadway quantities are calculated and paid from vertical face of structure with no deductions for the quantities of materials required. No deductions are made for the material in the reinforced volume of MSE Slope structure.

Roadway Excavation beneath the structure shall be measured and paid according to Section 204 of the Standard Specifications. When required, the quantity of Granular Embankment for foundation replacement beneath the MSE Slope shall be measured and paid according to Section 206 of the Standard Specifications. The final quantities for these two items will be the design plan quantity increased or decreased by authorized changes only.

The quantity of MSE Slope structure will be the gross area in square meters, lying in the vertical plane of the outside front face of the structure as shown on the plans or as directed by in writing. No field measurement will be made. The final quantity will be the design plan quantity increased or decreased by authorized changes.

Additional quantities of excavation, reinforcement, MSE Slope Volume, excavation for foundation replacement, granular embankment, and labor necessary to satisfy the supplier's design shall be incidental to the unit price bid for the MSE Slope.

The granular material within MSE volume plus the volume in the area that extends 0.3048 meters, minimum, beyond the ends of the reinforced volume shall be included in the unit price bid per square meter of MSE Slope.

The earth reinforcement shall be included in the unit price bid per square meter of MSE Slope.

All work associated with providing the design, details and construction for the vegetation facing shall be incidental to the unit price bid per square meter of MSE Slope.

PAY ITEM	UNIT
MSE Slope Structure	Square Meter
Granular Embankment	Cubic Meter
Roadway Excavation	Cubic Meter
Fabric Geotextile Type IV	Square Meter

SPECIAL PROVISION FOR WASTE AND BORROW SITES

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

Right-of-Way Certification Form

Revised 9/3/08

Federal Funded

Original

State Funded

Re-Certification

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

Date: 4-9-08

Project #: FD52 C067 4828801R

County: LETCHER

Item #: 12-311.34 (Parcels 1 - 11 of 12-311.10)

Federal #: APD 119-1(37)

Letting Date: July 25, 2008

Description of project: US 119

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

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

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

- Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. **(Check those that apply.)**
1. All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**
2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but an Interlocutory Judgment has been granted, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

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

Right-of-Way Certification Form



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

Note: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly 30 days after start of construction.

Approved: Joe Tackett 4/9/08 District ROW Supervisor
Printed Name Approved

Approved: Paul M^cCanley 4-9-08 For Steve Damron
Printed Name Approved Director of ROW & Utilities or Designee

Approved: A. Olivia Michael 4/10/08 Olivia Michael
Printed Name Approved FHWA, Right-of-Way Officer

Right-of-Way Certification Form

Date: 4/8/08

Project #: FD52 C067 4828801R County: LETCHER
 Item #: 12-311.34 Federal #: APD 119-1(37)
 Letting Date: 5-23-08

This project has 11 total number of parcels to be acquired, and 3 total number of individual or families to be relocated, as well as 0 total number of businesses to be relocated.

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

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation
002	Deborah Sexton	Settled by legal and paid	Paid
005	Paul David Cornett	Settled by legal and paid. Relocation complete.	Relocated
007	Raleigh Heirs	Settled by legal and paid	Paid
009	Rebecca Raleigh (heirs)	Settled by legal and paid	Paid
011	Robert Patrick	Settled by legal and paid	Paid

There are 0 billboards and/or 0 cemeteries involved on this project.
 There are 0 water or monitoring wells on parcels _____ and _____ .All have been acquired and are the responsibility of the project contractor to close/cap.

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL
SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION
*July 25, 2008 Letting (District 12)***

**Letcher County
FD52 067 48288 01 U
Harlan-Whitesburg, Pine Mountain, Partridge to Oven Fork Sec.1, US 119 W. of Jct. KY 3404
Item No. 12-311.34**

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

- Cumberland Valley RECC.75% Completed. Exp. Comp. Date 06/30/2008
- AT&T of KY No Impact on This Section
- Intermountain Cable Company No Impact on This Section
- Windstream Communications Co . . . 100% Comp. No-Charge letter received.
- Chesapeake Appalachian Gas LLC. . No Impact on This Section

There is no Railroad involvement on this project.

PROTECTION OF UTILITIES

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

- DLS 12-311.34 Harlan-Whitesburg, Pine Mtn., Partridge to Oven Fork Section 1, US 119 West of Junction KY 3404
- Pc: File, Billy Hedges, Roy Johnson, Kevin Damron, Keith Damron, Brad Eldridge, Scott Tingle-E-mail

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS**

NATIONWIDE PERMIT AUTHORIZATION

PROJECT: Letcher County (US-119), Item No. 12-0311.34
Relocation

The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 "Linear Transportation Projects". In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the Corps of Engineers. A copy of any request to the Corps of Engineers to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.



DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
Regulatory Branch
3701 Bell RD
Nashville, TN 37214
January 30, 2008

Regulatory Branch

SUBJECT: File No. 200502473; Proposed Reconstruction of US 119
in Letcher County, Kentucky (Item No. 12-311.34)

Mr. Ronald B. Rigney, II
Division of Environmental Analysis
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Rigney:

This concerns your November 28, 2005, application for approval of the subject facilities. Based on the information submitted, we have determined that the work noted below is authorized by existing Nationwide Permit (NWP) 14 [March 12, 2007, Federal Register, Reissuance of Nationwide Permits; Notice (72 FR 11092)].

- Sta. 43+280 - Ephemeral tributary to Poor Fork Cumberland River (PFCR), Reach 1A: Fill 112'; impact to waters = 0.004 acres; drainage area = 0.4 acres.
- Sta. 43+305 - Ephemeral tributary to PFCR, Reach 1: Extend an existing 24" pipe culvert 105.3' and improve 6.6' of outlet channel (this replaces 125' of existing channel); impact to waters = 0.006 acres; drainage area = 16.7 acres.
- Sta. 43+370.9 - Perennial tributary to PFCR, Reach 2: Construct 85.6' of 10'X6' box culvert with 20' of inlet and 52' of outlet channel improvement (this replaces 197' of existing channel); impact to waters = 0.018 acres; drainage area = 442 acres.
- Sta. 43+584.8 - PFCR, Reach 3: Construct a 5-span bridge (56'-92'-92'-92'-56'). Only one pier would be in a side channel to the main stem; impact to waters = 0.006 acres.
- Sta. 43+800 to Sta. 43+930 - Wetland adjacent to PFCR): Fill in 0.48 acres of an existing 1.21-acre wetland. Since the roadway would split the wetland, a pipe would be installed (at Sta. 43+832) at a 0% grade to hydraulically connect the two areas. The wetland is dominated by grasses and sedges, and no defined channel into or out of the wetland is evident. To reduce impacts, the embankment side slopes will be steepened to 1.5:1.

-2-

For the above authorization to be valid, the proposed work must be accomplished in accordance with the enclosed plans (Enclosures 1-7), NWP Conditions (Encl. 8), and Activity-Specific Conditions (Encl. 9). If you fail to comply with any of the permit's terms and conditions, this authorization may be modified, suspended, or revoked and an individual permit may be required pursuant to 33 CFR 330.5.

In addition to the enclosed general and activity-specific conditions, the following individual condition must also be met:

a. You must debit 0.96 credits (0.48 @ 2:1) from the Wayne County Wetland Mitigation Bank account to mitigate for the permanent wetland losses of this project.

b. You must comply with the Terms and Conditions carrying out the Reasonable and Prudent Measures stipulated in the November 28, 2007, Final Biological Opinion on the reconstruction of US-119 from Partridge to Oven Fork, in Letcher County, Kentucky.

This verification that the work is authorized under the above-mentioned NWP is valid until two years from the date of this letter unless the NWP authorization is modified, suspended, or revoked. If the work has not been completed by that time, you should contact this office to obtain verification that the permit is still valid.

As soon as the authorized work has been completed and all the permit conditions have been met (including any required mitigation), you must sign the enclosed "Compliance Certification" and send it back to the Corps office on the form (Encl. 10).

You are also responsible for obtaining any other federal, state, and/or local approvals which may be required for the activity.

On March 19, 2007, the Kentucky Environmental and Public Protection Cabinet (KEPPC) issued a conditional general water quality certification for this NWP. Consequently, the proposed work must also be constructed in accordance with the enclosed conditions of the General Certification-Nationwide Permit #14 (Encl. 11). Failure to comply with all of the conditions of this general certification may require you to apply for an individual water quality certification from the KEPPC. For additional information, KEPPC may be reached at telephone 270/564-3410.

Your proposed activity may need additional permits from the KEPPC, e.g., stormwater discharge, floodplain construction, etc. Information about these additional permits may be obtained by calling (502) 564-3410.

-3-

If changes in the location or plans of the proposed work are necessary, revised plans should be submitted promptly to this office. No deviation should be made in the approved plans without first obtaining approval from this office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Ruben Hernandez", with a long, sweeping horizontal stroke extending to the right.

J. Ruben Hernandez
Project Manager
Operations Division

Enclosures

ATTENTION

YOU ARE REQUIRED TO SUBMIT THIS SIGNED CERTIFICATION REGARDING THE COMPLETED ACTIVITY AND ANY REQUIRED MITIGATION.

I hereby certify that the work authorized by Permit No. 200502473, including any required mitigation, general and/or special conditions, was completed in accordance with the Corps authorization.

X _____
Permittee Signature

Date X _____

Submit this signed certification to the office checked below:



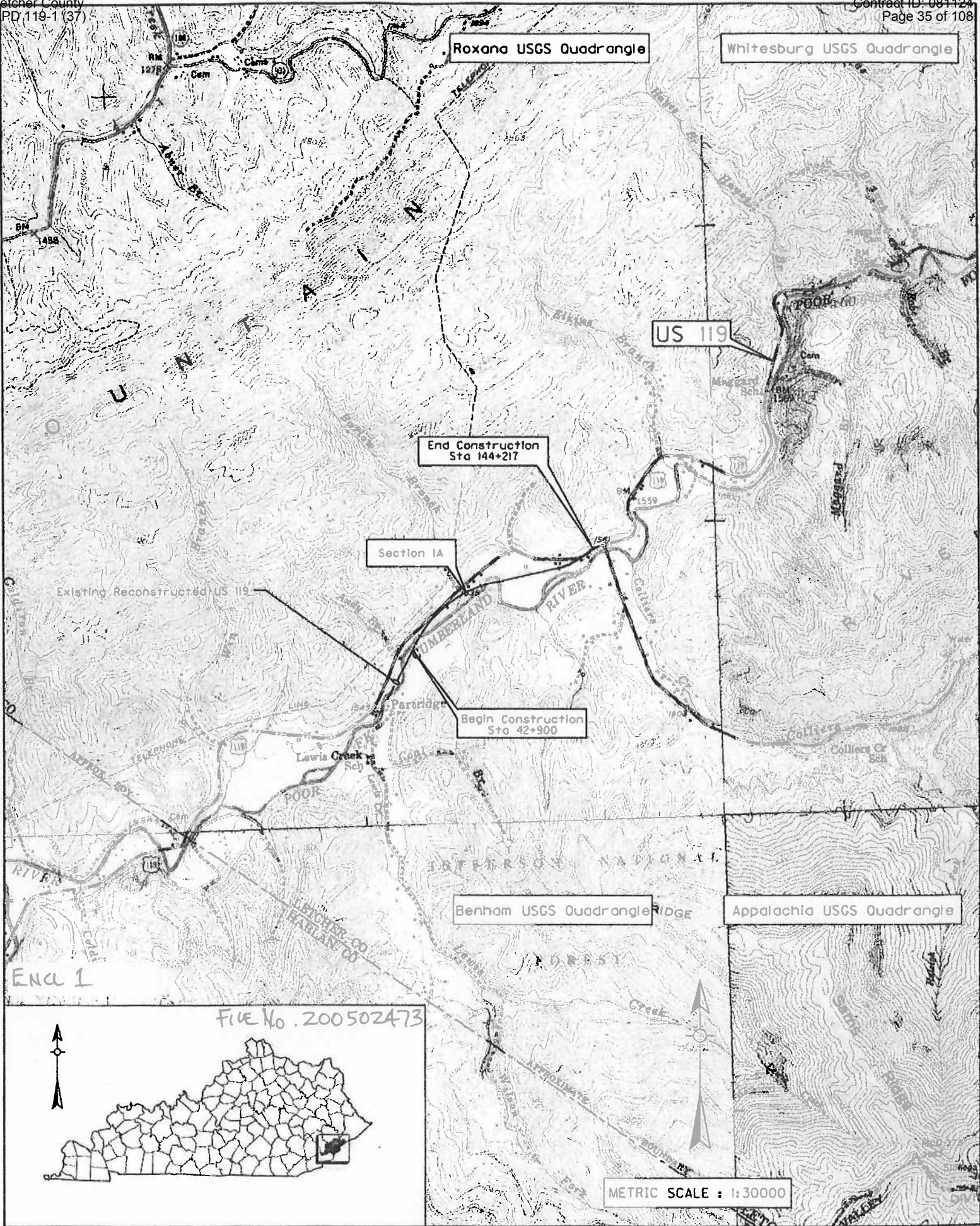
U.S. Army Corps of Engineers
Regulatory Branch
3710 Bell Road
Nashville, TN 37214



Eastern Regulatory Field Office
P.O. Box 465
Lenoir City, TN 37771

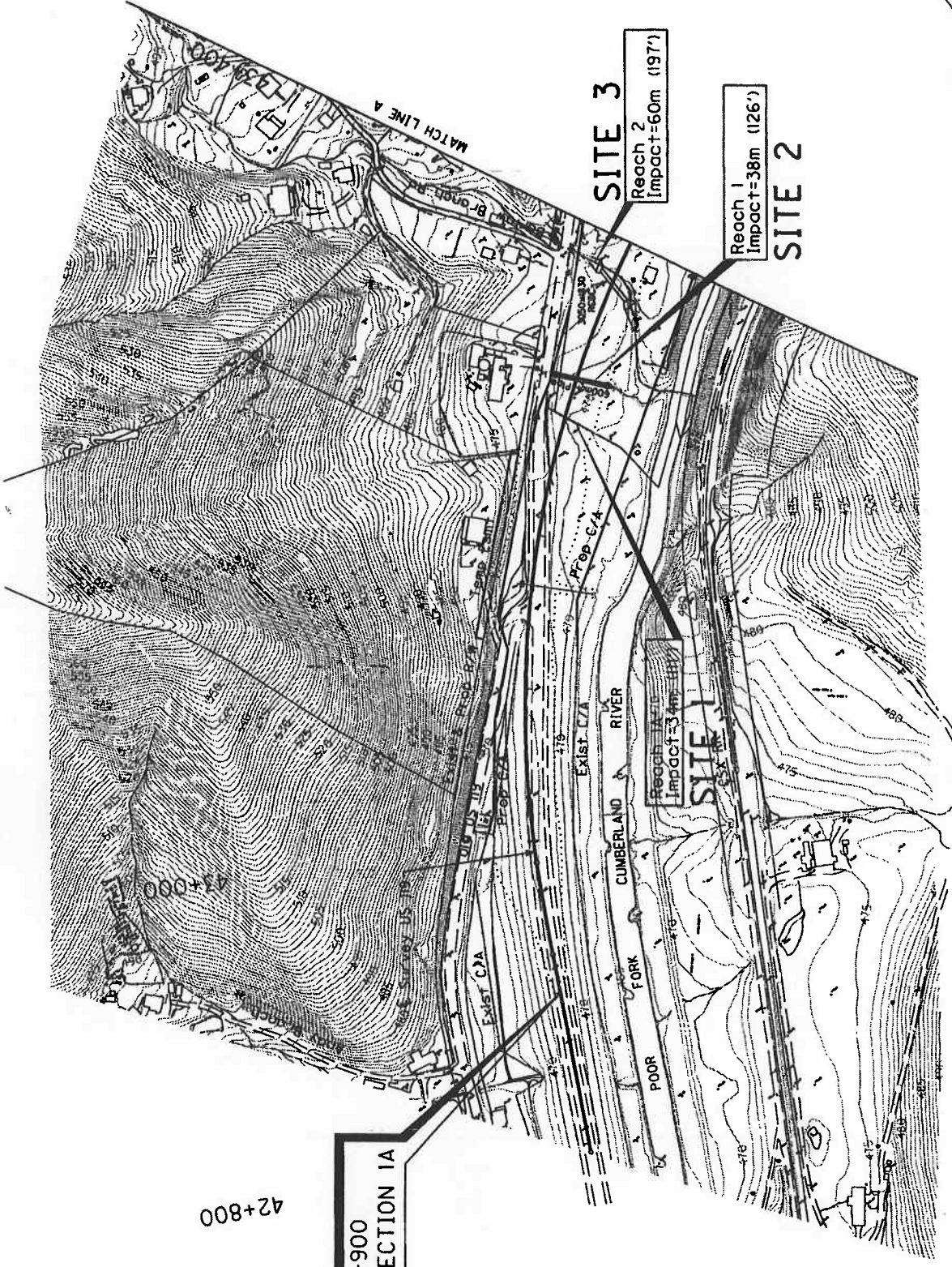
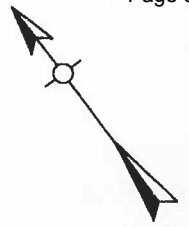


Western Regulatory Field Office
2042 Beltline Road, Southwest
Building C, Suite 415
Decatur, AL 35601



Kentucky Transportation	PROJECT: US 119		ITEM: 12-311.34	Vicinity Map
	COUNTY: LETCHER	STATE: KENTUCKY		

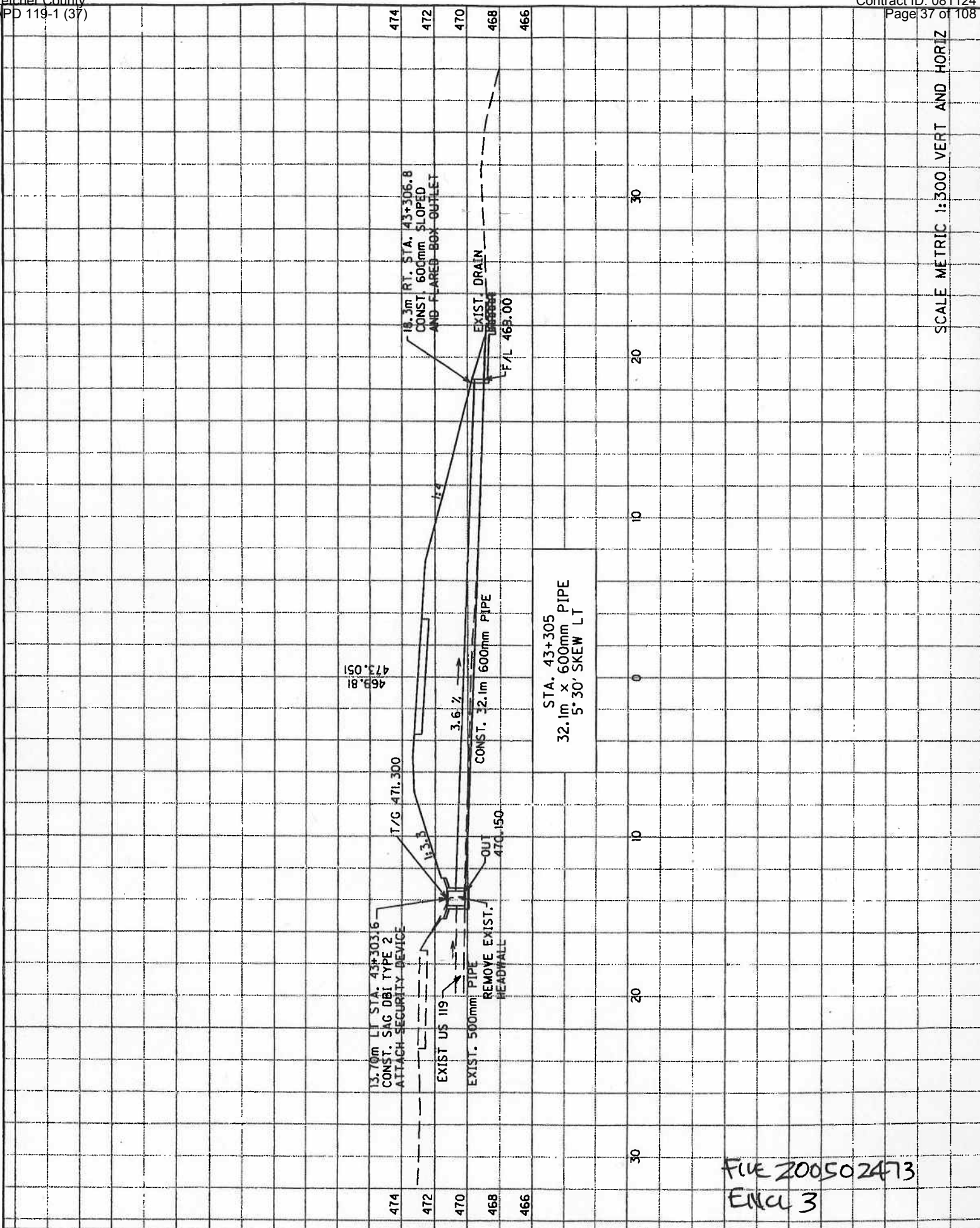
METRIC SCALE
 1:4000



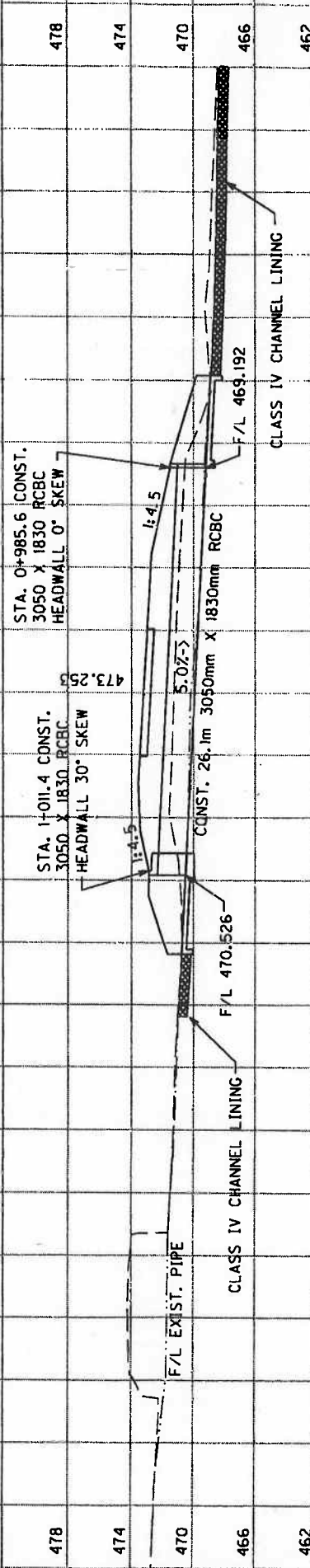
42+800
 STA 42+900
 BEGIN SECTION 1A

File 200502473
 ENCL 2

Kentucky Transportation	PROJECT: US 119 Sta 42+800 to 43+400		REACHES: 1, 1A & 2		
	COUNTY: LETCHER	STATE: KENTUCKY	IMPACT SITES 1, 2 & 3	ITEM: 12-311, 34	PLAN SHEET 1



FILE 200502473
 ENCL 3

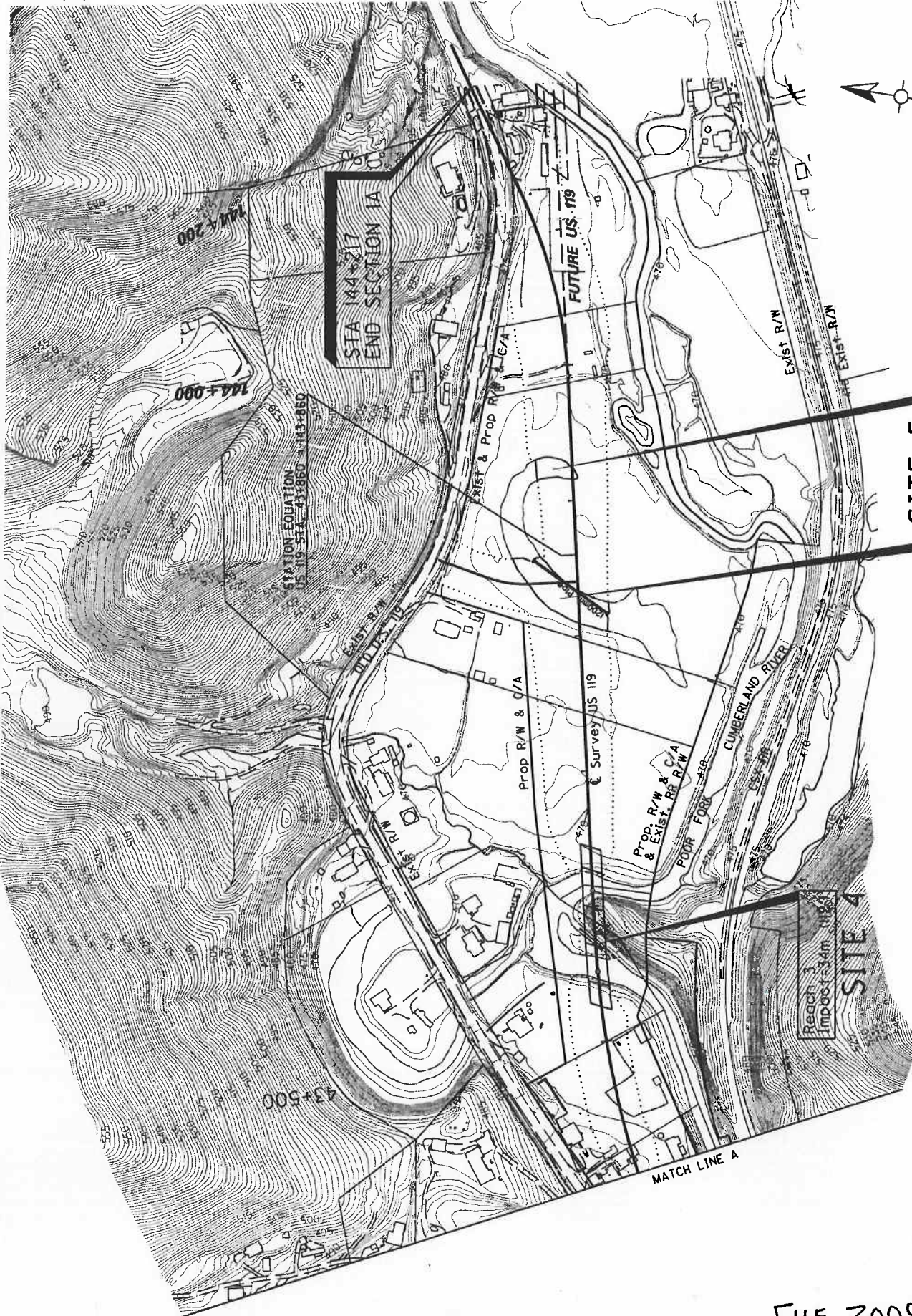
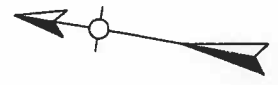


0+960
 0+980
 1+000
 1+020
 1+040

SCALE METRIC 1:400 VERT AND HORIZ

FILE 200502473
 ENCL. A

METRIC SCALE
 1:4000

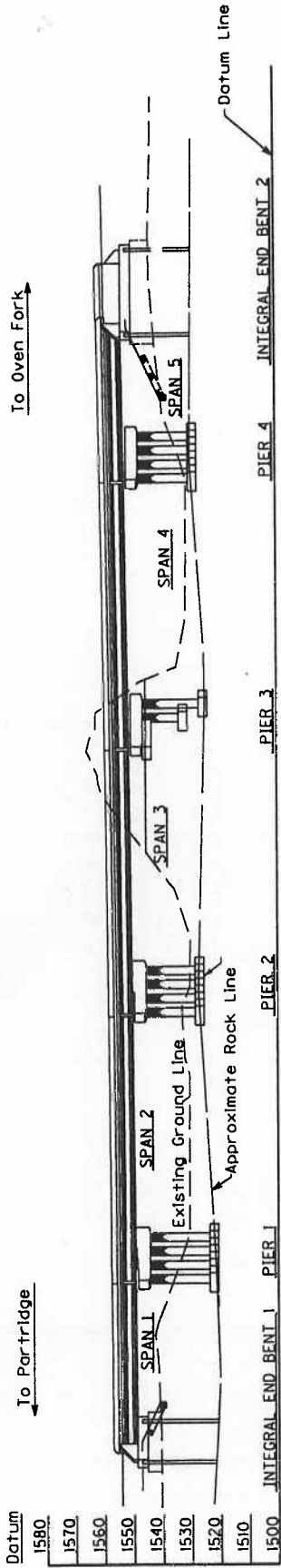


SITE 5
 Wetland
 Total Acres=1.21ac
 Impact=0.48ac

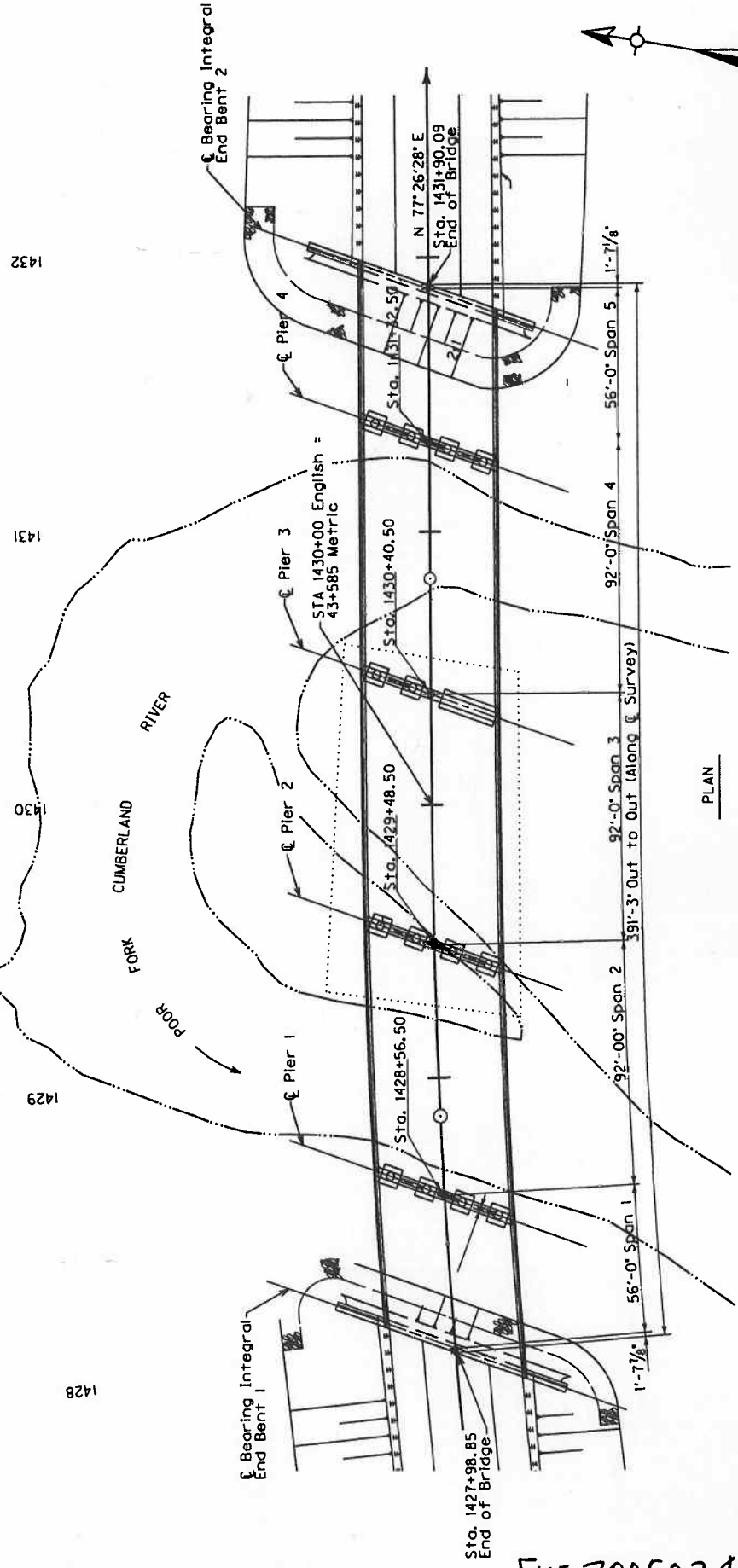
Reach 3
 Impact = 0.34m
SITE 4

FILE 200502473
 ENCL 5

Kentucky Transportation	PROJECT: US 119 STA 43+400 to 44+200		REACHES: 3 & WETLAND	
	COUNTY: LETCHER	STATE: KENTUCKY	IMPACT SITES 4 & 5	ITEM: 12-311.34
			PLAN SHEET 2	



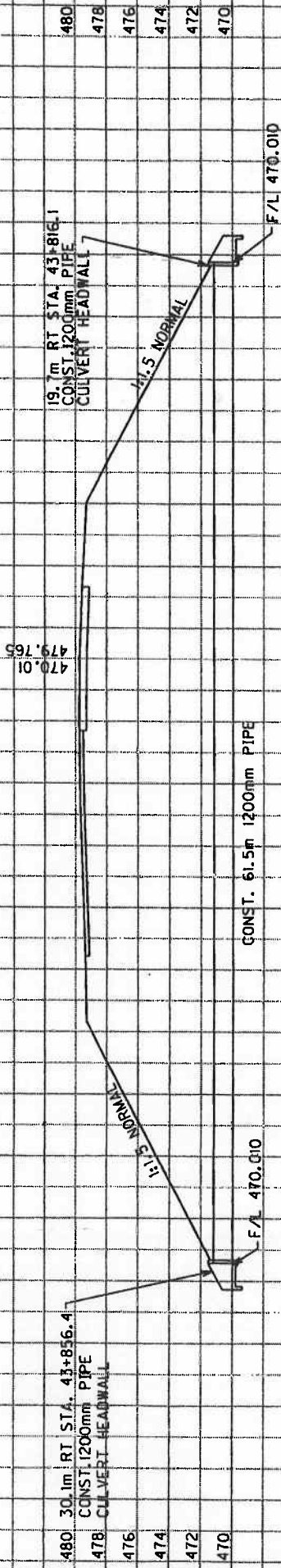
ELEVATION
 56'-0", 92'-0", 92'-0", 56'-0" Prestressed Concrete I-Beam Type 4 Simple Spans,
 Continuous for Live Load only, HS25 Loading, Skew Varies, 48'-0" Roadway,
 56'-0" Out to Out of Shoulders @ Bridge, New Jersey Barriers, Integral End Bents



SCALE ENGLISH 1"=60'

FILE 200502473
 ENCL 6

Kentucky Transportation	PROJECT: US 119 BRIDGE OVER POOR FORK CUMBERLAND RIVER			REACH 3
	COUNTY: LETCHER	STATE: KY	IMPACT SITE 4	ITEM: 12-311.34
				BRIDGE SHEET



480
478
476
474
472
470

19.7m RT STA. 43+816.1
CONST. 1200mm PIPE
CULVERT HEADWALL

1:1.5 NORMAL

479.765
470.01

CONST. 61.5m 1200mm PIPE

STA 43+832
61.5m x 1200mm PIPE
39° SKEW RT

F/L 470.010

F/L 470.010

1:1.5 NORMAL

480
478
476
474
472
470

30m RT STA. 43+856.4
CONST. 1200mm PIPE
CULVERT HEADWALL

SCALE METRIC 1:400 VERT. AND HORIZ.

FILE 200502473
ENCL 7



**US Army Corps
of Engineers.**

Nashville District

Nationwide Permit

FILE 200502473
ENCL. 9

No. 14, Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the US, including wetlands, if the activity meets the following criteria:

- a. The discharge does not cause the loss of greater than 1/2-acre of waters of the US;
- b. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project;
- c. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites;
- d. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate; and
- e. This permit cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars. (Sections 10 and 404)

Nationwide Permit Conditions

File 200502473
Encl. 8



**US Army Corps
of Engineers.**
Nashville District

The following General Conditions must be followed in order for any authorization by NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the US Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the US. (c) The permittee understands and agrees that, if future operations by the US require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the US. No claim shall be made against the US on account of any such removal or alteration.
2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. Migratory Bird Breeding Areas. Activities in waters of the US that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is related to a shellfish harvesting activity authorized by NWP 4 and 48.
6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. Management of Water Flows. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g. stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the US during periods of low-flow or no-flow.
13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations and revegetated, as appropriate.
14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.
15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, US Forest Service, US Fish and Wildlife Service).
16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
17. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or is located in the designated critical habitat and shall not begin work on the activity until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that may affect Federally-listed species or designated critical habitat, the notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. As a result of formal or informal consultation with the FWS, the District Engineer may add species-specific regional endangered species conditions to the NWP.
 - (b) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the USFWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS and NMFS or their World Wide Webpages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

24. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the US authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal water is constructed under NWP14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the US for the total project cannot exceed 1.3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with NWP verification, the permittee may transfer the NWP verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the NWP verification must be attached to the letter, and the letter must contain the following statement: When the structures or work authorized by this NWP are still in existence at the time the property is transferred, the terms and conditions of this NWP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below:

Transferee _____ Date _____

26. Compliance Certification. Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification form is included with this verification.

27. Pre-Construction Notification. N/A as a permit condition for this verification letter. (For full text of this condition, refer to page 11194 of the *Federal Register*, Vol. 72, No. 47, Monday, March 12, 2007 at <http://www.usace.army.mil/inet/functions/cw/csw/reg/>.)

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

Further Information:

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other Federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

18. Historic Properties. No activity which may affect historic properties listed or eligible for listing, in the National Register of Historic Places is authorized, until the District Engineer has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the notification must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Prospective permittees should be aware that section 110k of the NHPA (16 USC 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur.

19. Designated Critical Resource Waters. Critical resource waters including state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment. (a) Discharges of dredged or fill material into waters of the US are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The activity must be constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the US to the maximum extent practicable at the project site (i.e. on site). Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

21. Water Quality. The activity must comply with case specific conditions added by the Corps or by the state, Indian Tribe, or USEPA in its section 401 Water Quality Certification. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management. (Not applicable in Nashville District.)

23. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification.

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Mitigation Bellif Conditions



N O T I C E

DIVISION OF WATER

WATER QUALITY CERTIFICATION

“GENERAL”

PROJECT: Letcher County (US-119), Item No. 12-0311.34
Relocation

The Division of Water has approved the Section 401 activities for this project by issuance of a “General” Water Quality Certification. In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Water Quality Certification in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the appropriate permit agency. A copy of any request to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

File 200502473
Encl. 11



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor

Capital Plaza Tower
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
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Teresa J. Hill
Secretary

**General Certification--Nationwide Permit # 14
Linear Transportation Projects**

This General Certification is effective March 19, 2007, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or (10) are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 5, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. This general certification shall not apply to nationwide permits issued for individual crossings that are part of a larger road segment project where the cumulative, unmitigated wetland impacts within a 14-HUC total one (1) acre or more.
2. The individual stream crossing will impact less than 300 linear feet of intermittent or perennial streams, unless excluded by condition # 3. Impacts to ephemeral streams are not limited under this general certification.
3. This general certification shall not apply to nationwide permits issued for individual crossings which meet condition # 2 but that are part of a larger road segment project where the cumulative, unmitigated intermittent and perennial stream impacts within a 14-HUC exceed 500 linear feet.
4. The activity will not occur within waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Waters, Cold Water Aquatic Habitat, or Exceptional Waters.

**General Certification--Nationwide Permit #14
Linear Transportation Crossings
Page Two**

5. Stream impacts covered under this nationwide permit and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan.
6. Projects that do not meet the conditions of this general certification require an individual Section 401 water quality certification.
7. Activities qualifying for coverage under this general water quality certification are subject to the following conditions:
 - Stream crossings shall be constructed in such a manner that does not impede the movement of aquatic organisms.
 - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
 - In areas not riprapped or otherwise stabilized, revegetation of stream banks and riparian zones shall occur concurrently with project progression. At a minimum, revegetation will approximate pre-disturbance conditions.
 - To the maximum extent practicable, all in stream work under this certification shall be performed during low flow.
 - Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such in stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
 - Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
 - If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when work will be done.

**General Certification--Nationwide Permit #14
Linear Transportation Crossings
Page Three**

- Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

This general certification will expire on March 19, 2012, or sooner if the USACE makes significant changes to this nationwide permit.

KyTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 12

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System Permit KYR10 Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

**[Project Description] Harlan-Whitesburg; Pine
Mountain; Partridge to Oven Fork Section 1A.**

Project: PCN ## - #####

SYP Item Number: 12-311.34

KyTC BMP Plan for Project PCN ## - #####

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 12
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) 1.3 miles east of the Harlan County Line to 1000 feet west of US 119 JCT. with KY 3404.
6. Latitude/Longitude (project mid-point) 37/0/38, 82/53/44
7. County (project mid-point) Letcher
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## - #####

A. Site description:

1. Nature of Construction Activity (from letting project description) Harlan-Whitesburg; Pine Mountain; Partridge to Oven Fork Section 1A; Beginning 1.3 miles east of the Harlan County Line to 1000 feet west of US-119 JCT. with KY-3404. (F16)(2004BOPC)(Construction Sequence 2)(Grade, Drain, and Surfacing)
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved 142,670 cubic yards
4. Estimate of total project area (acres) 14.8 acres
5. Estimate of area to be disturbed (acres) 14.8 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. No additional data.
7. Data describing existing soil condition No additional data.
8. Data describing existing discharge water quality (if any) No additional data
9. Receiving water name Poor Fork of Cumberland River
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

KyTC BMP Plan for Project PCN ## -

12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.

KyTC BMP Plan for Project PCN ## -

- At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy

KyTC BMP Plan for Project PCN ## -

- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : None

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

KyTC BMP Plan for Project PCN ## -

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

➤ **Good Housekeeping:**

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of

KyTC BMP Plan for Project PCN ## -

leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.

KyTC BMP Plan for Project PCN ## -

- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. **None**

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. **None**

KyTC BMP Plan for Project PCN ## -

F. Inspections

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

KyTC BMP Plan for Project PCN ## - #####

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.
- Water from cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

KyTC BMP Plan for Project PCN ## - #####

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

KyTC BMP Plan for Project PCN ## - #####

Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor

Name:
Address:
Address:

Phone:

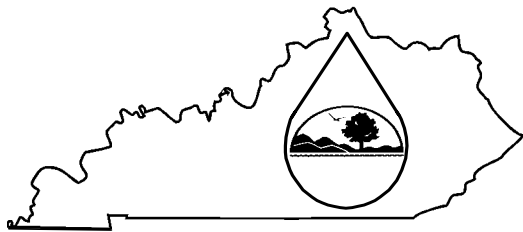
The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed _____ title _____, _____
Typed or printed name¹ signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

KPDES FORM NOI-SW



**Kentucky Pollutant Discharge Elimination System
(KPDES)
Notice of Intent (NOI)
for Storm Water Discharges
Associated with Industrial Activity Under the
KPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information

Name:	KYTC District 12	Phone:	606-433-7791
Address:	109 Loraine Street	Status of Owner/Operator:	S
City, State, Zip Code:	Pikeville , KY 41501		

II. Facility/Site Location Information

Name:	KYTC PCN ##-#### , SYP Item Number: 12-311.34		
Address:	1.3 miles west of the Harlan County Line to 1000 feet west of US-119 JCT. with KY-3404.		
City, State, Zip Code:	Partridge, KY 40862		
County:	Letcher		
Site Latitude: (degrees/minutes/seconds)	37/0/38	Site Longitude: (degrees/minutes/seconds)	82/53/44

III. Site Activity Information

MS4 Operator Name:			
Receiving Water Body:	Poor Fork of Cumberland River		
Are there existing quantitative data?	Yes <input type="checkbox"/> If Yes, submit with this form. No <input checked="" type="checkbox"/>		
SIC or Designated Activity Code Primary	1611	2nd	3rd
If this facility is a member of a Group Application, enter Group Application Number:			
If you have other existing KPDES Permits, enter Permit Numbers:			

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:		Completion Date:	
Estimated Area to be disturbed (in acres):	14.8 acres		
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

V. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed or Typed Name:	Danl Hall		
Signature:		Date:	

Instructions

Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity
To Be Covered Under The KPDES General Permit

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address:

Section Supervisor
Inventory & Data Management Section
KPDES Branch, Division of Water
Frankfort Office Park
14 Reilly Road
Frankfort, KY 40601

COMPLETING THE FORM

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

SECTION I - FACILITY OPERATOR INFORMATION

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal M = Public (other than federal or state)
S = State P = Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

SECTION III - SITE ACTIVITY INFORMATION

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

SECTION V - CERTIFICATION

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, Federal, or other public facility: by either a principal executive officer or ranking elected official.

LETTING 2008

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)**

LETCHER COUNTY

12-311.34

(NO CAPS INVOLVED IN PROJECT)

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 2004*, and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2008* and *Standard Drawings, Edition of 2003*.

Special Notes [SN] and Special Provisions [SP] marked with an asterisk * and listed under Part II of the Table of Contents within this proposal can be referenced in the *Standard Specifications for Road and Bridge Construction, Edition of 2008*. Special Notes and Special Provisions not marked with an asterisk will be attached to this proposal.

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the July 25, 2008 Letting)

SUBSECTION: 102.07.01 General. REVISION: Replace the first sentence with the following: Submit the Bid Proposal on forms furnished on the Department internet website (http://transportation.ky.gov/contract/), including the Bid Packet and disk created from the Expedite Bidding Program.
SUBSECTION: 102.07.02 Computer Bidding. REVISION: Replace the first paragraph with the following: Subsequent to ordering a Bid Proposal for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (http://transportation.ky.gov/contract/). Download the bid file from the Department's website to prepare a Bid Proposal for submission to the Department. Include the completed Bid Packet produced by the Expedite Bidding Program in the Bid Proposal and submit it along with the disk created by said program. Replace the second paragraph with the following: In case of a dispute, the printed Bid Proposal and bid item sheets created by the Expedite Bidding Program take precedence over any bid submittal.
SUBSECTION: 102.08 Irregular Bid Proposals. REVISION: Replace point four of the first paragraph with the following: 4) fails to submit a disk created from the Expedite Bidding Program. Replace point one of the second paragraph 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 Expedite Bidding Program, or when the form is altered or any part is detached; or
SUBSECTION: 103.02 Award of Contract. REVISION: Replace the first sentence of the third paragraph with the following: The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.
SUBSECTION: 112.03.12 Project Traffic Coordinator (PTC). REVISION: Add the following at the end of the subsection: After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.
SUBSECTION: 213.03.05 Temporary Control Measures. PART: F) Temporary Mulch. REVISION: Replace the last sentence with the following: Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
SUBSECTION: 410.05 PAYMENT. REVISION: Replace the last sentence of the first paragraph with the following: The Department will not apply positive ride adjustments to 0.1-lane-mile sections when their associated subplot's density pay value is less than 0.95.

**Supplemental Specifications to The Standard Specifications
 for Road and Bridge Construction, 2008 Edition**
 (Effective with the July 25, 2008 Letting)

SUBSECTION:	509.01 DESCRIPTION.		
REVISION:	Replace the second paragraph with the following: The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)		
SUBSECTION:	606.02.11 Coarse Aggregate.		
REVISION:	Replace with the following: Conform to Section 805, size No. 8 or 9-M.		
SUBSECTION:	805.04 Concrete.		
REVISION:	Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”		
SECTION:	805 COARSE AGGREGATES.		
TABLE:	AGGREGATE SIZE USE		
PART:	Cement Concrete Structures and Incidental Construction		
REVISION:	Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”		
SUBSECTION:	805.16 Sampling and Testing		
REVISION:	Replace the “AASHTO T 160” reference with “KM 64-629” for the Concrete Beam Expansion Test.		
SUBSECTION:	810.04.01 Coating Requirements.		
REVISION:	Replace the “Subsection 806.07” references with “Subsection 806.06”		
SUBSECTION:	837.03 APPROVAL.		
REVISION:	Replace the last sentence with the following: The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.		
SUBSECTION:	837.03.01 Composition.		
REVISION:	COMPOSITION Table: Replace		
	Lead Chromate	0.0 max.	4.0 min.
	with		
	Heavy Metals Content	Comply with 40 CFR 261	

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition (Effective with the July 25, 2008 Letting)

Replace the "SIZES OF COARSE AGGREGATES" table in Section 805 with the following:

SIZES OF COARSE AGGREGATES																	
Size	Sieve Nominal ⁽³⁾ Maximum Size	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT															
		4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
1	3 1/2 inch	100	90-100		25-60		0-15		0-5								
2	2 inch			100	90-100		0-15		0-5								
23	2 1/2 inch			100		40-90		0-15		0-5							
3	2 inch				100	90-100	35-70	0-15		0-5							
357	2 inch				100	95-100		35-70		10-30					0-5		
4	1 1/2 inch					100	90-100	20-55	0-15		0-5						
467	1 1/2 inch					100	95-100	35-70		10-30	0-5						
5	1 inch						100	90-100	20-55	0-10	0-5						
57	1 inch						100	95-100	25-60						0-5		
610	1 inch						100	85-100	40-75						15-40		
67	3/4 inch							100	90-100		20-55	0-10	0-5				
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5			
710	3/4 inch							100	80-100		30-75	0-30					
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5			
8	3/8 inch								100	85-100	10-30	0-10	0-5				
9-M	3/8 inch								100	75-100	0-25	0-5					
10 ⁽²⁾	No. 4									100	85-100				10-30		
11 ⁽²⁾	No. 4										100	40-90	10-40		0-5		
DENSE GRADED AGGREGATE ⁽⁴⁾	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE ⁽⁵⁾	1 1/2 inch				100		90-100		60-95		30-70	15-55			5-20		0-8

⁽¹⁾ Gradation performed by wet sieve KM 64-620 or AASHTO T 11/T 27.

⁽²⁾ Sizes shown for convenience and are not to be considered as coarse aggregates.

⁽³⁾ Nominal Maximum Size is the largest sieve on the gradation table for a stone on which any material may be retained.

Note: The Department will allow blending of same source/same type aggregate when precise procedures are used such as cold feed, belt, or equivalent and combining of sizes or types of aggregate using the weigh hopper at concrete plants or controlled feed belts at the pugmill to obtain designated sizes.

SPECIAL NOTE FOR ROCK BLASTING

1.0 DESCRIPTION. This work consists of fracturing rock and constructing stable final rock cut faces using presplit blasting and production blasting techniques.

2.0 MATERIALS. Deliver, store, and use explosives according to the manufacturer's recommendations and applicable laws. Do not use explosives outside their recommended use date. Verify date of manufacture and provide copies of the technical data sheets (TDS) and material safety data sheets (MSDS) to the Engineer. Explosives and initiating devices include, but are not necessarily limited to, dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, blasting caps, and detonating cord.

3.0 CONSTRUCTION. Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Regulations include but are not limited to the following:

- 1) KRS 351.310 through 351.9901.
- 2) 805 KAR 4:005 through 4:165
- 3) Applicable rules and regulations issued by the Office of Mine Safety and Licensing.
- 4) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.
- 5) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
- 6) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

3.1 Blaster-in-Charge. Designate in writing a blaster-in-charge and any proposed alternates for the position. Submit documentation showing the blaster-in-charge, and alternates, have a valid Kentucky blaster's license. Ensure the blaster-in-charge or approved alternate is present at all times during blasting operations.

3.2 Blasting Plans. Blasting plans and reports are for quality control and record keeping purposes. Blasting reports are to be signed by the blaster-in-charge or the alternate blaster-in-charge. The general review and acceptance of blasting plans does not relieve the Contractor of the responsibility whatsoever for conformance to regulations or for obtaining the required results.

A) General Blasting Plan. Submit a general blasting plan for acceptance at least 15 working days before drilling operations begin. Include, as a minimum, the following safety and procedural details:

- 1) Working procedures and safety precautions for storing, transporting, handling, detonating explosives. Include direction on pre and post blast audible procedures, methods of addressing misfires, and methods of addressing inclement weather, including lightning.
- 2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's TDS and MSDS for all explosives, primers, initiators, and other blasting devices.
- 3) Proposed initiation and delay methods.

- 4) Proposed format for providing all the required information for the site specific blasting shot reports.
- B) Preblast Meeting.** Prior to drilling operations, conduct a preblast meeting to discuss safety and traffic control issues and any site specific conditions that will need to be addressed. Ensure, at a minimum, that the Engineer or lead inspector, Superintendent, blaster-in-charge, and all personnel involved in the blasting operation are present. Site specific conditions include blast techniques; communication procedures; contingency plans and equipment for dealing with errant blast material. The conditions of the General Blasting plan will be discussed at this meeting. Record all revisions and additions made to the blasting plan and obtain written concurrence by the blaster-in-charge. Provide a copy of the signed blast plan to the Engineer along with the sign in sheet from the preblast meeting.

3.3 Preblast Condition Survey and Vibration Monitoring and Control. Before blasting, arrange for a preblast condition survey of nearby buildings, structures, or utilities, within 500 feet of the blast or that could be at risk from blasting damage. Provide the Engineer a listing of all properties surveyed and any owners denying entry or failing to respond. Notify the Engineer and occupants of buildings at risk at least 24 hours before blasting.

Limit ground vibrations and airblast to levels that will not exceed limits of 805 KAR 4:005 through 4:165. More restrictive levels may be specified in the Contract.

Size all blast designs based on vibration, distance to nearest building or utility, blast site geometry, atmospheric conditions and other factors. Ground vibrations are to be controlled according to the blasting standards and scaled distance formulas in 805 KAR 4:020 or by the use of seismographs as allowed in 805 KAR 4:030. The Department will require seismographs at the nearest allowable location to the protected site when blasting occurs within 500 feet of buildings, structures, or utilities.

3.4 Blasting. Drill and blast at the designated slope lines according to the blasting plan. Perform presplitting to obtain smooth faces in the rock and shale formations. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location. The Department may allow blasting for fall benches and haul roads prior to presplitting when blasting is a sufficient distance from the final slope and results are satisfactory to the Engineer. Use the types of explosives and blasting accessories necessary to obtain the required results.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with dry sand or other granular material passing the 3/8-inch sieve. Dry drill cuttings are acceptable for stemming when blasts are more than 800 feet from the nearest dwelling.

Stop traffic during blasting operations when blasting near any road and ensure traffic does not pass through the Danger Zone. The blaster-in-charge will define the Danger Zone prior to each blast. Ensure traffic is stopped outside the Danger Zone, and in no case within 800 feet of the blast location.

Following a blast, stop work in the entire blast area, and check for misfires before allowing worker to return to excavate the rock.

Remove or stabilize all cut face rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard. Drill the next lift only after the cleanup work and stabilization work is complete.

When blasting operations cause fracturing of the final rock face, repair or stabilize it in an approved manner at no cost to the Department.

Halt blasting operations in areas where any of the following occur:

- 1) Slopes are unstable;
- 2) Slopes exceed tolerances or overhangs are created;
- 3) Backslope damage occurs;
- 4) Safety of the public is jeopardized;
- 5) Property or natural features are endangered;
- 6) Fly rock is generated; or
- 7) Excessive ground or airblast vibrations occur in an area where damage to buildings, structures, or utilities is possible.
- 8) The Engineer determines that materials have become unsuitable for blasting

Blasting operations may continue at a reasonable distance from the problem area or in areas where the problems do not exist. Make the necessary modifications to the blasting operations and perform a test blast to demonstrate resolution of the problem.

A) Drill Logs. Maintain a layout drawing designating hole numbers with corresponding drill logs and provide a copy of this information to the blaster prior to loading the hole. Ensure the individual hole logs completed by the driller(s) show their name; date drilled; total depth drilled; and depths and descriptions of significant conditions encountered during drilling that may affect loading such as water, voids, changes in rock type.

B) Presplitting. Conduct presplitting operations in conformance with Subsection 204.03.04 of the Standard Specifications for Road and Bridge Construction.

3.5 Shot Report. Maintain all shot reports on site for review by the Department. Within one day after a blast, complete a shot report according to the record keeping requirements of 805 KAR 4:050. Include all results from airblast and seismograph monitoring.

3.6 Unacceptable Blasting. When unacceptable blasting occurs, the Department will halt all blasting operations. Blasting will not resume until the Department completes its investigation and all concerns are addressed. A blast is unacceptable when it results in fragmentation beyond the final rock face, fly rock, excessive vibration or airblast, overbreak, damage to the final rock face or overhang. Assume the cost for all resulting damages to private and public property and hold the Department harmless.

When an errant blast or fly rock causes damage to or blocks a road or conveyance adjacent to the roadway, remove all debris from the roadway as quickly as practicable and perform any necessary repairs. Additionally, when specified in the Contract, the Department will apply a penalty.

11D

4.0 MEASUREMENT AND PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to either Roadway Excavation or Embankment-in-Place, as applicable. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will measure for payment material lying outside the typical section due to seams, broken formations, or earth pockets, including any earth overburden removed with this material, only when the work is performed under authorized adjustments.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material necessary to be removed due to the inefficient or faulty blasting practices.

May 6, 2008

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Construct a soil, granular, or rock embankment with granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the 2008 Standard Specifications.

2.0 MATERIALS.

2.1 Granular Embankment. Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.

2.2 Rock Embankment. Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.

2.3 Granular Pile Core. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

2.4 Cohesive Pile Core. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 6 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain excavation stability, at no expense to the Department.

2.5 Structure Granular Backfill. Conform to Subsection 805.11

2.6 Geotextile Fabric. Conform to Type I or Type IV in Section 214 and 843 as required in the plans.

3.0 CONSTRUCTION.

3.1 General. Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact granular or cohesive pile core, soil, granular or rock embankment, and structure granular backfill according to the applicable density requirements for the project. When constructing granular or rock embankments, use granular pile core for driven pile foundations and use cohesive pile core for pre-drilled pile or drilled shaft foundations. Place geotextile fabric, Type IV between cohesive pile core and structure granular backfill and granular or rock embankment.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B). In addition, place the material in no greater than 2-foot lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling or install shafts, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. For soil embankments, place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

3.2 Special Construction Methods. Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

4.0 MEASUREMENT.

4.1 Granular Embankment. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

4.2 Rock Embankment. The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. (embankments requiring rock with none present within project excavation limits will be constructed using granular embankment)

4.3 Granular Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment furnishing and placing 8-inch perforated underdrain pipe and will consider it incidental to the Granular pile core. The Department will not measure for payment any granular pile core that is necessary because the contractor elects to use granular or rock embankment when it is not specified in the plans.

4.4 Cohesive Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204.

4.5 Structure Granular Backfill. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

When following construction sequence “A”, as shown on the Standard Drawings, the Department will not measure structure excavation at the end bent for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

4.6 Geotextile Fabric. The Department will measure the quantities as specified in Section 214. The Department will not measure the quantity of fabric used for separating granular or rock embankment and cohesive pile core and will consider it incidental to cohesive pile core.

4.7 End Bent. The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
20209EP69	Granular Pile Core	Cubic Yards
20210EP69	Cohesive Pile Core	Cubic Yards

69

02231	Structure Granular Backfill	Cubic Yards
02596, 02599	Geotextile Fabric, Type	See Section 214

The Department will consider payment as full compensation for all work required in this provision.

April 24, 2008

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

**REQUIRED CONTRACT PROVISIONS
 FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General-----	1
II. Nondiscrimination-----	1
III. Nonsegregated Facilities-----	3
IV. Payment of Predetermined Minimum Wage-----	3
V. Statements and Payrolls-----	6
VI. Record of Materials, Supplies, and Labor-----	6
VII. Subletting or Assigning the Contract-----	7
VIII. Safety: Accident Prevention-----	7
IX. False Statements Concerning Highway Projects-----	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act-----	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	9

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly 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-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level 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 an approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall 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 than \$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.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

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

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

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

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

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

**TRANSPORTATION CABINET
 DIVISION OF CONSTRUCTION PROCUREMENT
 COMPLIANCE SECTION
 PROJECT WAGE RATES**

	HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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CRAFTS

Boilermakers	24.65	12.94
Bricklayers:.....	20.35	7.80
Stone Mason	18.95	7.80
Carpenters:.....	20.60	8.30
Cement Masons:.....	18.70	7.80
Electricians:	*26.36	10.04

*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, Structural:.....	20.70	8.30
Ironworkers, Reinforcing:	20.50	8.30
Painters		
All Excluding Bridges	19.92	9.57
Bridges	23.92	10.07
Piledrivers:.....	20.25	8.30
Plumbers.....	22.52	7.80
Sheet Metal Worker	20.40	7.80

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

LABORERS:

General laborer, flagperson, steam jenny.	BASE RATE	18.65
	FRINGE BENEFITS	8.30

Batch truck dumper, deck hand or scow man, hand blade operator.	BASE RATE	18.90
	FRINGE BENEFITS	8.30

Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow and power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber, mason tender.	BASE RATE	19.00
	FRINGE BENEFITS	8.30

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

LABORERS: (continue)

Asphalt lute and rakerman, side rail setter.	BASE RATE19.05 FRINGE BENEFITS8.30
Gunnite nozzle man, gunnite operator.	BASE RATE19.15 FRINGE BENEFITS8.30
Tunnel laborer (free air).	BASE RATE19.20 FRINGE BENEFITS 8.30
Tunnel mucker (free air).	BASE RATE19.25 FRINGE BENEFITS8.30
Tunnel miner, blaster and driller (free air).	BASE RATE19.60 FRINGE BENEFITS8.30
Caisson worker.	BASE RATE20.15 FRINGE BENEFITS8.30
Powderman.	BASE RATE20.25 FRINGE BENEFITS8.30
Drill operator of percussion type drills which are both powered and propelled by an independent air supply.	BASE RATE21.45 FRINGE BENEFITS8.30

TRUCK DRIVERS:

Truckhelper and warehouseman.	BASE RATE18.90 FRINGE BENEFITS8.30
Driver, winch truck and A-Frame when used in transporting materials.	BASE RATE19.00 FRINGE BENEFITS8.30

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor.	BASE RATE19.10 FRINGE BENEFITS8.30
Driver on mixer trucks (all types).	BASE RATE19.15 FRINGE BENEFITS8.30
Truck mechanic	BASE RATE19.20 FRINGE BENEFITS8.30
Driver (3 tons and under), tire changer and truck mechanic helper.	BASE RATE19.23 FRINGE BENEFITS8.30
Driver on pavement breakers.	BASE RATE19.25 FRINGE BENEFITS8.30
Driver (over 3 tons), driver (truck mounted rotary drill).	BASE RATE19.44 FRINGE BENEFITS8.30
Driver, Euclid and other heavy earth moving equipment, Low boy	BASE RATE20.01 FRINGE BENEFITS8.30
Greaser on greasing facilities.	BASE RATE20.10 FRINGE BENEFITS8.30

OPERATING ENGINEERS:

Group A

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 for hoisting any 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, scoomobile, KeCal loader, tower cranes (French, German and other types), hydrocrane,

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

OPERATING ENGINEERS: (continued)

tugger, backfiller, guries, self-propelled compactor, self-contained hydraulic percussion drill.

BASE RATE.....23.30
FRINGE BENEFITS8.30

Group B

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.

BASE RATE.....20.40
FRINGE BENEFITS8.30

Group B2

Greaser on grease facilities servicing heavy equipment

BASE RATE.....20.60
FRINGE BENEFITS8.30

Group C

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.....19.99
FRINGE BENEFITS8.30

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-07-II-HWY dated July 3, 2008 and/or Federal Decision No. KY 20080026 dated February 8, 2008.

NOTE: Both Kentucky Determination No. CR-07-II-HWY and Federal Decision No. KY20080026 dated February 8, 2008 apply to this project. This set of wage rates contains a combination of these two wage decisions.

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

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.

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
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:

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

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

PART IV
INSURANCE

INSURANCE

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

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a. "policy contains no deductible clauses."
 - b. "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
5. WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

PART V
BID ITEMS

CONTRACT ID: 081124
 COUNTY: LETCHER
 PROPOSAL: APD 119-1 (37)

PAGE: 1
 LETTING: 07/25/08
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY						
0010	00001	DGA BASE	11,188.000	TON		
0020	00018	DRAINAGE BLANKET-TYPE II-ASPH	5,462.000	TON		
0030	00020	TRAFFIC BOUND BASE	106.000	TON		
0040	00078	CRUSHED AGGREGATE SIZE NO 2	20.000	TON		
0050	00100	ASPHALT SEAL AGGREGATE	25.000	TON		
0060	00212	CL2 ASPH BASE 1.00D PG64-22	1,979.000	TON		
0070	00214	CL3 ASPH BASE 1.00D PG64-22	1,812.000	TON		
0080	00216	CL3 ASPH BASE 1.00D PG76-22	2,081.000	TON		
0090	00291	EMULSIFIED ASPHALT RS-2	3.000	TON		
0100	00358	ASPHALT CURING SEAL	12.000	TON		
0110	00387	CL3 ASPH SURF 0.38B PG76-22	1,061.000	TON		
0120	00388	CL3 ASPH SURF 0.38B PG64-22	199.000	TON		
0130	00462	CULVERT PIPE-18 IN	34.000	LF		
0140	00464	CULVERT PIPE-24 IN	105.000	LF		
0150	00470	CULVERT PIPE-48 IN	252.000	LF		
0160	01000	PERFORATED PIPE-4 IN	8,584.000	LF		
0170	01010	NON-PERFORATED PIPE-4 IN	699.000	LF		
0180	01020	PERF PIPE HEADWALL TY 1-4 IN	11.000	EACH		
0190	01028	PERF PIPE HEADWALL TY 3-4 IN	2.000	EACH		
0200	01032	PERF PIPE HEADWALL TY 4-4 IN	5.000	EACH		

CONTRACT ID: 081124
 COUNTY: LETCHER
 PROPOSAL: APD 119-1 (37)

PAGE: 2
 LETTING: 07/25/08
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	01310	REMOVE PIPE	148.000	LF		
0220	01451	S & F BOX INLET-OUTLET-24 IN	1.000	EACH		
0230	01480	CURB BOX INLET TYPE B	1.000	EACH		
0240	01493	DROP BOX INLET TYPE 2	1.000	EACH		
0250	01585	REMOVE DROP BOX INLET	1.000	EACH		
0260	01890	ISLAND HEADER CURB TYPE 1	100.000	LF		
0270	01982	DELINEATOR FOR GUARDRAIL-WHITE	34.000	EACH		
0280	02091	REMOVE PAVEMENT	655.000	SQYD		
0290	02159	TEMP DITCH	4,395.000	LF		
0300	02223	GRANULAR EMBANKMENT	101,664.000	CUYD		
0310	02230	EMBANKMENT IN PLACE	183,239.000	CUYD		
0320	02242	WATER	132.000	MGAL		
0330	02262	FENCE-WOVEN WIRE TYPE 1	4,569.000	LF		
0340	02265	REMOVE FENCE	364.000	LF		
0350	02360	GUARDRAIL TERMINAL SECTION NO 1	5.000	EACH		
0360	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	4.000	EACH		
0370	02381	REMOVE GUARDRAIL	210.000	LF		
0380	02391	GUARDRAIL END TREATMENT TYPE 4A	3.000	EACH		
0390	02429	RIGHT-OF-WAY MONUMENT TYPE 1	7.000	EACH		
0400	02432	WITNESS POST	7.000	EACH		
0410	02488	CHANNEL LINING CLASS IV	1,692.000	CUYD		

CONTRACT ID: 081124
 COUNTY: LETCHER
 PROPOSAL: APD 119-1 (37)

PAGE: 3
 LETTING: 07/25/08
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0420	02545	CLEARING AND GRUBBING 15 ACRES	(1.00)	LS		
0430	02562	SIGNS	549.000	SQFT		
0440	02585	EDGE KEY	25.000	LF		
0450	02596	FABRIC-GEOTEXTILE TYPE I	2,586.000	SQYD		
0460	02598	FABRIC-GEOTEXTILE TYPE III	305.000	SQYD		
0470	02599	FABRIC-GEOTEXTILE TYPE IV	36,585.000	SQYD		
0480	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	18.000	SQYD	2.00	36.00
0490	02625	REMOVE HEADWALL	1.000	EACH		
0500	02650	MAINTAIN & CONTROL TRAFFIC	(1.00)	LS		
0510	02651	DIVERSIONS (BY-PASS DETOURS)	(1.00)	LS		
0520	02692	SETTLEMENT PLATFORM	1.000	EACH		
0530	02696	SHOULDER RUMBLE STRIPS-SAWED	6,298.000	LF		
0540	02701	TEMP SILT FENCE	3,182.000	LF		
0550	02702	SAND FOR BLOTTER	37.000	TON		
0560	02703	SILT TRAP TYPE A	3.000	EACH		
0570	02704	SILT TRAP TYPE B	10.000	EACH		
0580	02705	SILT TRAP TYPE C	15.000	EACH		
0590	02706	CLEAN SILT TRAP TYPE A	9.000	EACH		
0600	02707	CLEAN SILT TRAP TYPE B	30.000	EACH		
0610	02708	CLEAN SILT TRAP TYPE C	45.000	EACH		
0620	02709	CLEAN TEMP SILT FENCE	15,222.000	LF		

CONTRACT ID: 081124
 COUNTY: LETCHER
 PROPOSAL: APD 119-1 (37)

PAGE: 4
 LETTING: 07/25/08
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0630	02726	STAKING	(1.00)	LS		
0640	03340	STEEL PIPE-2 1/2 IN	13.000	LF		
0650	03343	STEEL PIPE-4 IN	23.000	LF		
0660	05950	EROSION CONTROL BLANKET	2,497.000	SQYD		
0670	05952	TEMP MULCH	3,000.000	SQYD		
0680	05953	TEMP SEEDING AND PROTECTION	6,000.000	SQYD		
0690	05966	TOPDRESSING FERTILIZER	1.000	TON		
0700	05985	SEEDING AND PROTECTION	20,918.000	SQYD		
0710	05989	SPECIAL SEEDING CROWN VETCH	29,062.000	SQYD		
0720	06511	PAVE STRIPING-TEMP PAINT-6 IN	9,446.000	LF		
0730	06515	PAVE STRIPING-PERM PAINT-6 IN	14,786.000	LF		
0740	06591	PAVEMENT MARKER TYPE V-BY	83.000	EACH		
0750	08100	CONCRETE-CLASS A	7.000	CUYD		
0760	08150	STEEL REINFORCEMENT	505.000	LB		
0770	10000NS	LOT PAY ADJUSTMENT	13,622.000	DOLL	1.00	13,622.00
0780	10020NS	FUEL ADJUSTMENT	48,597.000	DOLL	1.00	48,597.00
0790	10030NS	ASPHALT ADJUSTMENT	12,260.000	DOLL	1.00	12,260.00
0800	21587EN	MSE SLOPE STRUCTURE	44,272.000	SQFT		
0810	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	3,241.000	LF		
SECTION 0002 BRIDGE						
0820	02231	STRUCTURE GRANULAR BACKFILL	275.000	CUYD		

CONTRACT ID: 081124
 COUNTY: LETCHER
 PROPOSAL: APD 119-1 (37)

PAGE: 5
 LETTING: 07/25/08
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0830	02596	FABRIC-GEOTEXTILE TYPE I	386.000	SQYD		
0840	02998	MASONRY COATING	409.000	SQYD		
0850	03299	ARMORED EDGE FOR CONCRETE	104.000	LF		
0860	08002	STRUCTURE EXCAV-SOLID ROCK	565.000	CUYD		
0870	08003	FOUNDATION PREPARATION 25295	(1.00)	LS		
0880	08003	FOUNDATION PREPARATION 25354	(1.00)	LS		
0890	08004	STONE MASONRY VENEER	5,414.000	SQFT		
0900	08019	CYCLOPEAN STONE RIP RAP	476.000	TON		
0910	08033	TEST PILES	52.000	LF		
0920	08046	PILES-STEEL HP12X53	466.000	LF		
0930	08094	PILE POINTS-12 IN	21.000	EACH		
0940	08100	CONCRETE-CLASS A	597.700	CUYD		
0950	08104	CONCRETE-CLASS AA	737.800	CUYD		
0960	08150	STEEL REINFORCEMENT	73,529.000	LB		
0970	08151	STEEL REINFORCEMENT-EPOXY COATED	230,082.000	LB		
0980	08160	STRUCTURAL STEEL 1587 LBS	(1.00)	LS		
0990	08634	PRECAST PC I BEAM TYPE 4	1,931.000	LF		
SECTION 0003		TRAINEE				
1000	02742	TRAINEE PAYMENT REIMBURSEMENT 1 TRUCK DRIVER	1,000.000	HOUR		
SECTION 0004		DEMobilIZATION AND MobilIZATION				
1010	02568	MOBILIZATION		LUMP		

CONTRACT ID: 081124
COUNTY: LETCHER
PROPOSAL: APD 119-1 (37)

PAGE: 6
LETTING: 07/25/08
CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020	02569	DEMOBILIZATION		LUMP		
		TOTAL BID				