



CALL NO. 100

CONTRACT ID. 081122

BOURBON COUNTY

FED/STATE PROJECT NUMBER BRZ-HPP 0703 (295)

LETTING DATE: May 23, 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 May 23, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD AND/OR BRIDGE PLANS

DBE CERTIFICATION REQUIRED

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

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

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: _____

SPECIMEN

Address

City

State

Zip

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PART I
SCOPE OF WORK

CONTRACT ID - 081122

ADMINISTRATIVE DISTRICT - 07

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BOURBON

PCN - DE009132008W1

BRZ-HPP 0703 (295)

PEACOCK ROAD (CR 1320) REPLACE BRIDGE OVER STONER CREEK 2 MILES EAST OF JUNCTION US 27,
A DISTANCE OF 0.14 MILES. BRIDGE WITH GRADE, DRAIN & SURFACE. SYP NO. 07-01110.00.
GEOGRAPHIC COORDINATES LATITUDE 38°16'35" LONGITUDE 84°16'29"

COMPLETION DATE(S):

COMPLETION DATE - May 01, 2009

APPLIES TO ALL WORK

COMPLETION DATE - December 31, 2008

OPEN TO TRAFFIC

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 7% 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.

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.

OPTION B

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

**SPECIAL NOTES
FOR
COMPLETION DATE,
LIQUIDATED DAMAGES,
AND DISINCENTIVE FEES**

Project Fixed Completion Date

This project shall have a fixed completion date of **May 1, 2009** for the completion of **all** work associated with this project. Liquidated damages shall be assessed according to Section 108 of the 2008 Kentucky Standard Specifications for Road and Bridge Construction. Contrary to Section 108 of the 2008 Kentucky Standard Specifications for Road and Bridge Construction, contract extensions associated with this project may only be adjusted at the discretion of the Engineer.

Opening to Traffic Milestone Completion Date

This project will have a milestone completion date of **December 31, 2008** for all work necessary to open the bridge and roadway to traffic. Traffic shall be in its final configuration on final base with all guardrail, end treatments, and safety devices in place prior to December 31, 2008. A disincentive fee shall be assessed for additional time beyond December 31, 2008 that is needed to complete any work associated with opening the bridge and roadway to traffic as detail above.

Disincentive Fee for the Opening to Traffic Milestone Completion Date

A disincentive fee of **\$500 per day** shall be charged for every day or fraction of a day that all work associated with opening the bridge and roadway to traffic is not completed by December 31, 2008.

The value of the disincentive fee will be calculated based on the number of calendar days beyond December 31, 2008 multiplied by \$500. The following formula will be used to calculate the disincentive fee.

$$\text{Disincentive Fee} = [\text{No. of calendar days beyond December 31, 2008}] * \$500$$

There will not be a maximum disincentive fee for opening the bridge and roadway to traffic.

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: February 20, 2008

Project #: FD52 C009 7750201R
Item #: 07-1110.00

County: BOURBON
Federal #: BRZ 0703 (278)

Description of project: Replace Bridge over Stoner Creek, 2 mi. east of US 27 Junction

Letting Date: March 21, 2008

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

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.



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 marked value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c) (3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration 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: Keith McDonald October 11, 2007 District ROW Supervisor
Printed Name Approved

Approved: Paul M^c Carley 3/12/08 For Steve Damron
Printed Name Approved Director of ROW & Utilities or Designee

Approved: A. Olivia Michael 3/12/08 Olivia Michael
Printed Name Approved FHWA, Right-of-Way Officer

Right-of-Way Certification Form

Date: October 10, 2007

Project #: FD52 C009 7750201R County: BOURBON
 Item #: 7-1110.00 Federal #: BRZ 0703 (278)
 Letting Date: December 14, 2007

This project has 2 total number of parcels to be acquired, and 0 total number of individual or families to be relocated, as well as 0 total number of businesses to be relocated.

- 0 Parcels were acquired by a signed fee simple deed and fair market value has been paid (**Type 1**)
- 0 Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court (**Type 1 certification**)
- _____ Parcels have **not** been acquired at this time but can be Re-certified as acquired prior to Notice to Proceed for construction. (explain below for each parcel) (**Type 2 certification**)
- _____ Parcels have been acquired or have a "right of Entry" but the fair market value has not been paid or has not been posted with the court, and they can not be re-certified prior to construction. (These parcels require an explanations below for each one as well as FHWA approval. (**Type 3 only**))
- _____ Some displacees have not been relocated from all parcels: (explain below for each parcel) (notes to plans may be required)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation
001	Laurence Simpson	Parcel has been turned over to legal expect IOJ 1-19-07	1-19-08/Paid 11-19-07
002	Stoner Creek LLC	Parcel has been turned over to legal , working on settlement	1-19-08/ Paid 11-27/07
SPECIAL NOTE		Contractor Can not start work on parcels until notified that IOJ has been obtained through courts.	

Right-of-Way Certification Form

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

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: February 20, 2008

Project #: FD52 C009 7750201R

County: BOURBON

Item #: 07-1110.00

Federal #: BRZ 0703 (278)

Description of project: Replace Bridge
over Stoner Creek, 2 mi. east of US 27
Junction

Letting Date: March 21, 2008

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

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.

- 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 marked value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c) (3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration 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: Keith McDonald October 11, 2007 District ROW Supervisor
 Printed Name Approved

Approved: Paul McCauley 3-12-08 For Steve Damron
 Printed Name Approved Director of ROW & Utilities or Designee

Approved: Olivia Michael 3/12/08 Olivia Michael
 Printed Name Approved FHWA, Right-of-Way Officer

Right-of-Way Certification Form

Date: October 10, 2007

Project #: FD52 C009 7750201R

County: BOURBON

Item #: 7-1110.00

Federal #: BRZ 0703 (278)

Letting Date: December 14, 2007

This project has 2 total number of parcels to be acquired, and 0 total number of individual or families to be relocated, as well as 0 total number of businesses to be relocated.

- 0 Parcels were acquired by a signed fee simple deed and fair market value has been paid **(Type 1)**
- 0 Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court **(Type 1 certification)**
- _____ Parcels have **not been acquired at this time** but can be Re-certified as acquired prior to Notice to Proceed for construction. *(explain below for each parcel)* **(Type 2 certification)**
- _____ Parcels have been acquired or have a "right of Entry" but the fair market value has not been paid or has not been posted with the court, and they can not be re-certified prior to construction. (These parcels require an explanations below for each one as well as FHWA approval. **(Type 3 only)**)
- _____ Some displacees have not been relocated from all parcels: *(explain below for each parcel)(notes to plans may be required)*

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation
001	Laurence Simpson	Parcel has been turned over to legal expect IOJ 1-19-07	1-19-08/Paid 11-19-07
002	Stoner Creek LLC	Parcel has been turned over to legal , working on settlement	1-19-08/ Paid 11-27/07
SPECIAL NOTE		Contractor Can not start work on parcels until notified that IOJ has been obtained through courts.	
		.	
		.	

Right-of-Way Certification Form

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

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

REVISED APRIL 11, 2008

**BOURBON COUNTY
PEACOCK ROAD (CR-5214)
REPLACE BRIDGE AND APPROACHES
ON PEACOCK ROAD OVER
STONER CREEK
FD52 009 77502 01U
BRZ – HPP 0703 (292)
Item No. 7-1110.00**

AT&T KY (formerly Bell South Telecommunications)

The Company had scheduled their relocation to begin on or about April 1, 2008, and to be completed prior to the letting, scheduled for May 23, 2008; however, weather conditions have not allowed the Company to begin their relocations, at this time. The Company had originally estimated ninety (90) days to complete their relocation. The Company's existing facility is located adjacent to the existing bridge; however, with care and coordination it may be possible for the Cabinet's contractor to remove the existing bridge with the existing facility remaining in place, and as the Company completes their relocation.

The following company is currently preparing relocation plans and estimates; however, they have not delivered them to the District Seven Utility Office; and have not begun relocation, at this time. Consequently, an estimate of an anticipated beginning and completion time for the necessary relocation of their facilities is not possible. Therefore, the areas where their facilities exist have been identified as unavailable for roadway construction activities, until such time as the facilities have been relocated, or a determination has been made that the facilities will not be affected by roadway construction activities.

Harrison County Water Association
P.O. Box 215
Cynthiana, Kentucky 41031
Mr. Danny Northcut

Until utility facilities have been relocated, the following areas are being identified as
UNAVAILABLE FOR ROADWAY CONSTRUCTION ACTIVITIES:

Mainline Station 9+79.69 to Mainline Station 12+00
Mainline Station 15+50 to Mainline Station 17+91

The above listed areas are identified by station numbers, and should be considered to extend from right and left of the identified station to the existing or proposed right-of-way lines (unless otherwise specifically noted), including all adjacent easement and approach areas.

Utility relocation work has not been completed at this time, and completion of the relocation of all facilities is not anticipated until after the letting of the project. Consequently, the Bidding Companies should note the areas not available to them for roadway construction activities. The Bidding Companies should note that roadway construction activities include, but are not limited to, "waste" and "borrow" operations.

Additionally, the Bidding Companies should not make any assumptions concerning access to, or between, areas that are available for roadway construction activities, including, but not limited to, the ability to transfer materials between available areas that must utilize areas that have been identified as unavailable.

It will be the responsibility of the Bidding Companies to insure that any area in which they desire to perform construction activities is accessible, and/or utility relocations have been completed, prior to scheduling activities. No claims for delays, or time extensions, will be considered due to utility relocations not completed, or access to areas being unavailable due to utility relocations not completed. Acceptance of the awarded contract by the successful Bidding Company acknowledges the constraining conditions represented by this note.

PROTECTION OF UTILITY FACILITIES

The location 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 utility facilities prior to excavating by calling the various utility facility owners, and by examining any supplemental information supplied by the Cabinet. The Contractor shall determine the exact location and elevation of underground utility facilities, by hand-digging if necessary, to expose utilities prior to beginning excavation in the area of underground utility facilities. The cost for repair, and any other associated costs, for any damage to utility facilities caused by the roadway Contractor's operation will be borne by the roadway Contractor.

It is the Contractor's responsibility to contact the BUD One-Call system; however, the Contractor should be aware that owners of 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.

RAILROAD FACILITIES

There is not a railroad facility associated with this project.

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
(NATIONWIDE PERMIT AUTHORIZATION)**

PROJECT: Bourbon County, Item No. 7-1110.00
Bridge Replacement

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 Crossings". 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.

TERMS FOR NATIONWIDE PERMIT 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 United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. 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.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. 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. 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 pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP 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.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

NATIONWIDE PERMIT GENERAL CONDITIONS

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States 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 United States. No claim shall be made against the United States 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 United States 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 directly related to a shellfish harvesting activity authorized by NWPs 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 pre-construction 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 pre-construction 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 United States 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. The affected areas must be 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, U.S. Forest Service, Bureau of Land Management, U.S. 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. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) 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 if the project is located in 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 might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction 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. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) 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 U.S. FWS 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 U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106

consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 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, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, 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 United States 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 NWPs 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 district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) 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.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality. 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. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

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, or by the state in its Coastal Zone Management Act consistency determination.

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 United States 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 waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;

(b) A statement that any required mitigation was completed in accordance with the permit conditions; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity:

(1) Until notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) If 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin

under NWP's 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory

mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

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.



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.kentucky.gov

Ernie Fletcher
Governor

Bill Nighbert
Secretary

Crystal Murray Ducker
Deputy Secretary

July 19, 2007

Department of the Army
Corps of Engineers
ATTN: Lee Anne Devine
Regulatory Branch
P.O. Box 59
Louisville, Kentucky 40201-0059

SUBJECT: Department of the Army Permit; Letter of Notification
Bourbon County,
Item No. 07-1110.0, Bridge Replacement CR 1320

Dear Ms. Devine:

The Kentucky Transportation Cabinet (KYTC) respectfully notifies the U.S Army Corps of Engineers by submission of this letter that impacts to waters of the U.S. will occur as a result of the referenced project. The project will entail the replacement of a bridge on CR 1320 over Stoner creek (see attachments), in Bourbon County.

We have reviewed the impacts associated with this project and find that they meet the provisions of Nationwide permit No. 14 with no mitigation. The project will require existing bridge pier to be removed and a temporary crossing may be used. There are no impacts to ephemeral, intermittent or perennial streams greater than 500' in length or that have an impact area over 0.1 acres in size to waters of the U.S. All impacts are less than 300' in length. There are no wetlands located within the project corridor nor will any special aquatic sites be impacted by this project; therefore no stream or wetland mitigation is proposed. All waste generated by the construction shall be placed within upland areas of the median, outside of waters of the United States.

Section 106 of the National Historic Preservation Act has been addressed through consultation with the KY SHPO. This project is federally funded and, as such, the Federal Highway Administration has addressed issues related to the NHPA. Attached for your consideration is a copy of the Memorandum of Agreement, signed by FHWA and the SHPO to mitigate for adverse effects created by the undertaking.

Section 7 of the Endangered Species Act (ESA) has been addressed through consultation with the US Fish and Wildlife Service. This project is federally funded and, as such, the

Federal Highway Administration has addressed issues related to the ESA. Attached for your consideration is a copy of the endangered species list for Bourbon County, provided by USFWS, and a No Effect Determination from the FHWA for the project.

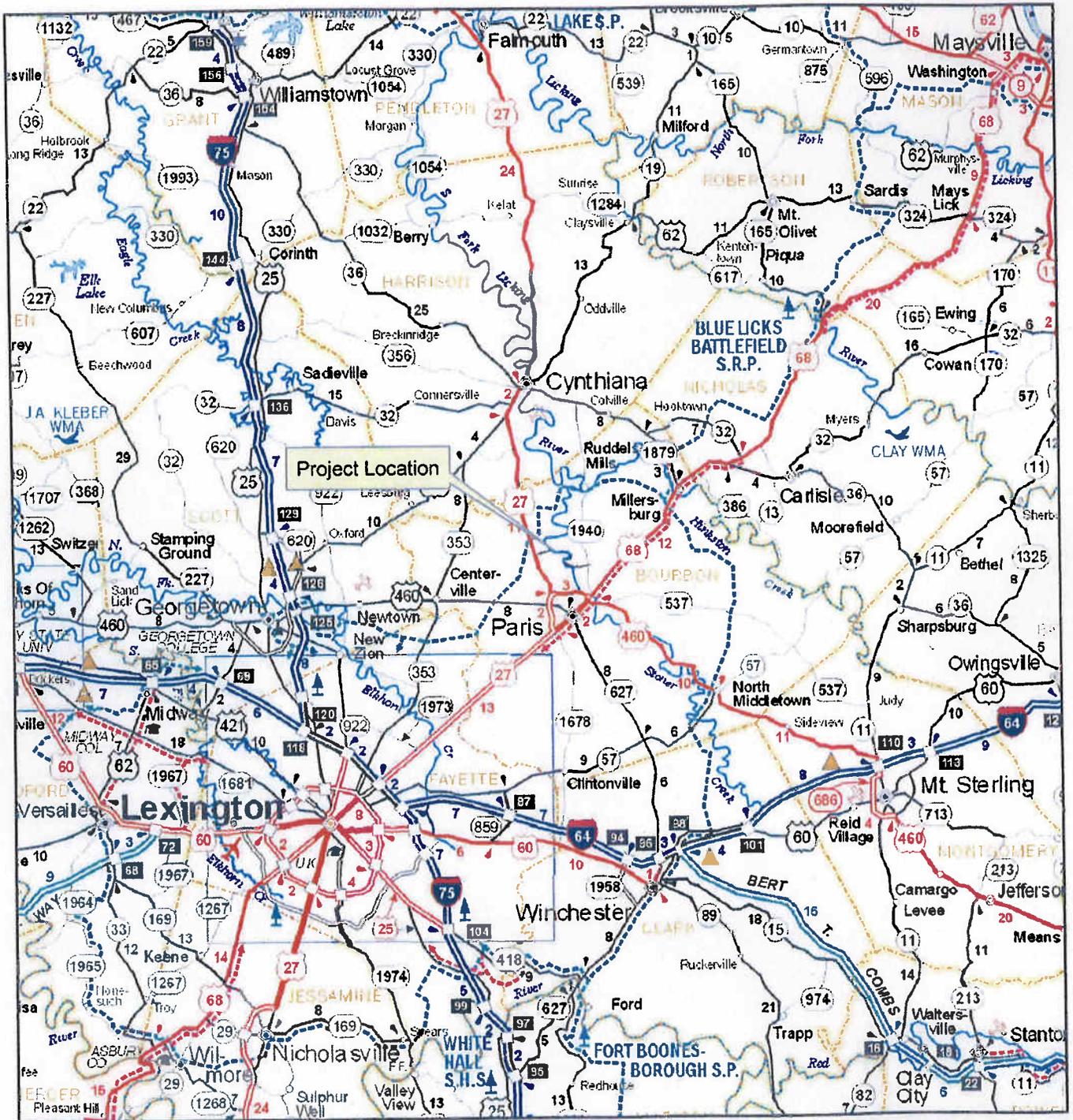
Enclosed is a project vicinity map and Section 7 & 106 clearances. If you have any questions or need additional information, please contact me at 502-564-7250 or by email: RoyC.Collins@ky.gov.

Sincerely,

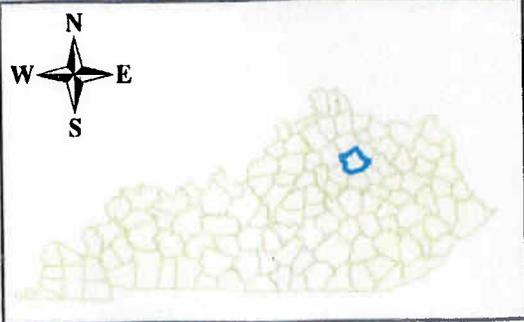
A handwritten signature in blue ink that reads "Roy Collins III". The signature is written in a cursive style with a prominent "R" and "C".

Roy C. Collins III
Division of Environmental Analysis
Kentucky Transportation Cabinet

KYTC Item No. 7-1110.00 (Bridge Replacement)



Stoner Creek on CR 1320
Bourbon County
KYTC Item No. 7-1110.00
no impact greater than .10 acre;
all impacts less than 200 ft.





JUL 25 PM 1:23

COMMERCE CABINET
KENTUCKY HERITAGE COUNCIL

Ernie Fletcher
Governor

The State Historic Preservation Office
300 Washington Street
Frankfort, Kentucky 40601
Phone (502) 564-7005
Fax (502) 564-5820
www.kentucky.gov

George Ward
~~XXXXXXXXXXXX~~
Secretary

David L. Morgan
Executive Director and
State Historic Preservation Officer

July 20, 2006

Mr. Anthony Goodman, Environmental Specialist
Federal Highway Administration
330 West Broadway
Frankfort, KY 40601

Re: A Cultural Historic Survey for the Replacement of the Bridge and Approaches on Peacock Road (CR 5214) Over Stoner Creek in Bourbon County, Kentucky (Item No 7-1110.00)

Dear Mr. Goodman:

The State Historic Preservation Office has received for review and approval the above-referenced cultural historic survey completed by Jacqueline P. Horlbeck of Cultural Resource Analysts, Inc. We concur with the author that Site 2 (BB-702) is not eligible for listing on the National Register of Historic Places individually or within the context of a historic district.

We also concur with the author that Site 1, (BB-137); a steel two-span Pratt pony truss bridge, is eligible for listing in the NRHP and that this project as proposed will have an **Adverse Effect** on this resource. Mitigation in the form of State Level documentation is appropriate; please develop a Memorandum of Agreement for review, approval, and signature.

Furthermore, we agree that Site 3 (BB-136), Kiser Station, listed in the NRHP in 1977, retains its integrity and this project as proposed will have **No Effect** on Site 3. Should you have any questions regarding these comments, please feel free to contact Janie-Rice Brother of my staff at (502) 564-7005, extension 121.

Sincerely,

A handwritten signature in dark ink, appearing to read "David L. Morgan".

David L. Morgan, Executive Director
Kentucky Heritage Council and
State Historic Preservation Officer

Cc: David Waldner, KYTC-DEA
Amanda Abner, KYTC-DEA



JUL 25 PM 1:23

**COMMERCE CABINET
KENTUCKY HERITAGE COUNCIL**

Ernie Fletcher
Governor

The State Historic Preservation Office
300 Washington Street
Frankfort, Kentucky 40601
Phone (502) 564-7005
Fax (502) 564-5820
www.kentucky.gov

George Ward
~~XXXXXXXXXX~~
Secretary

David L. Morgan
Executive Director and
State Historic Preservation Officer

July 20, 2006

Mr. Anthony Goodman, Environmental Specialist
Federal Highway Administration
330 West Broadway
Frankfort, KY 40601

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Sincerely,

A handwritten signature in dark ink, appearing to read "David L. Morgan".

David L. Morgan, Executive Director
Kentucky Heritage Council and
State Historic Preservation Officer

Cc: David Waldner, KYTC-DEA
Amanda Abner, KYTC-DEA



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.kentucky.gov

Ernie Fletcher
Governor

Bill Nighbert
Secretary

Marc Williams
Commissioner of Highways

October 5, 2006

Mr. Don L. Klima, Director
Office of Planning and Review
Advisory Council on Historic Preservation
The Old Post Office Building
1100 Pennsylvania Ave., NW, #809
Washington, D.C. 20004

Dear Mr. Klima:

Subject: Determination of Adverse Effect on the Proposed Replacement of the
Peacock Road (CR 5124) Bridge Over Stoner Creek in
Bourbon County, Kentucky
Item Number: 7-1110.00

Pursuant to Section 36 CFR 800.6(a)(1), and the Programmatic Agreement for Implementing Section 106 of the National Historic Preservation Act entered between the Federal Highway Administration (FHWA), the Kentucky Transportation Cabinet, the Kentucky State Historic Preservation Office (SHPO) and the Advisory Council For Historic Preservation, we hereby notify the Council of a determination of adverse effect on the subject project. Enclosed is a copy of the Cultural Historic Survey in which the Adverse Effect is identified along with copies of the FHWA and SHPO Determination of Adverse Effect letters. We concur with the SHPO's recommendation to consider this site eligible for the National Register of Historic Places, as well as their determination of adverse effect. Measures to avoid, minimize, or mitigate adverse effects will be developed and incorporated into a Memorandum of Agreement as the project process proceeds.

Please advise if the Council would like to participate in the resolution of this adverse effect by replying to this office. If you have any questions, please do not hesitate to contact me at 502-564-7250 or email at David.Waldner@ky.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Waldner".

David M. Waldner, P.E., Director
Division of Environmental Analysis

Enclosures

c: R. Polly, R. Thomas, T. Foreman, D-7 (J. Ballinger, P. Logsdon), David Morgan (Kentucky Heritage Council), FHWA (A. Goodman), CRAI



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.kentucky.gov

Ernie Fletcher
Governor

Bill Nighbert
Secretary

Marc Williams
Commissioner of Highways

April 9, 2007

Mr. Jose Sepulveda, Division Administrator
Federal Highway Administration
Region IV, P.O. Box 536
Frankfort, Kentucky 40602

SUBJECT: Memorandum of Agreement
Peacock Road Bridge Replacement over Stoner Creek
Bourbon County, Kentucky
KYTC Item No. 7-1110

Dear Mr. Sepulveda:

Enclosed with this letter is the above referenced MOA. Please sign where indicated and return a copy to this office. The draft CEL1/P4f I for this project is in progress and will be submitted in the near future.

Should you have any questions or require additional information concerning this matter, please contact Tim Foreman or me at (502) 564-7250.

DMW/tef

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Waldner".

For
David M. Waldner, PE, Director
Division of Environmental Analysis

C: DEA (T. Foreman, A. Abner)
D-7 (J. Ballinger, P. Logsdon)
FHWA (A. Goodman)

**KENTUCKY TRANSPORTATION CABINET
MEMORANDUM OF AGREEMENT
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR Part 800.6(a)
Peacock Road (CR 5124) Bridge Replacement Over Stoner Creek
Bourbon County, Kentucky
Item No 7-1110.00**

WHEREAS, the Federal Highway Administration (FHWA) and Kentucky Transportation Cabinet (KYTC) has determined that the replacement of the Peacock Road Bridge Over Stoner Creek in Bourbon County, Kentucky (The Project) will result in an effect upon the Peacock Road bridge (The Bridge), a property determined eligible by consensus agreement for inclusion in the National Register of Historic Places under Criterion C; and

WHEREAS, the FHWA has consulted with the Kentucky State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, as amended, (16 U.S.C. 470f); and

WHEREAS, the KYTC participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA); and

NOW, THEREFORE, the FHWA and SHPO agree that the Project shall be accomplished in accordance with the following stipulations in order to take into account the effect of the undertaking on an historic property.

Stipulations

The FHWA will ensure that the following measures are undertaken and completed. FHWA may delegate to KYTC, any or all of its responsibilities identified within this document.

I. Recordation

A. Prior to salvage or demolition of the bridge, the following procedures shall be undertaken and completed by FHWA:

1. The SHPO will be advised and consulted.
2. If salvage or demolition is ordered, the FHWA and SHPO will consider the practicality and feasibility of:
 - a. retaining for exhibit any significant architectural elements of the structure; and
 - b. incorporating significant architectural elements of the old bridge into the new bridge

Page 2
Peacock Road Bridge; Bourbon County
Item No. 7-1110.00

3. In order to preserve a record of its history and appearance, the bridge will be recorded by a SHPO approved, professional architect, historian or architectural historian, experienced in the documentation of engineering resources. State Level Documentation is specified, not to exceed \$5000.00, and will include:
 - a) A Kentucky Historic Resource Individual Survey form (KHC 91-1) and Intensive Survey Form (KHC 91-3), completed or updated as appropriate;
 - b) Utilizing an archival search and gathering specific historic information from appropriate data sources, a brief report describing the history and architectural significance of the bridge and history of the area or neighborhood will be prepared to accompany the inventory form.
 - c) The bridge will be photographically documented with a series of digital color images, and black and white photographs showing its architectural and structural elements (including portal views, barrel shots, interior web, upper and lower chord connections, hanger and floor beams), surrounding environmental setting, views from each approach and any other significant, character defining details. Photographs should be printed on 5" x 7" archival quality, acid free paper. Each photo will be labeled with the date, site number, direction, and subject. Photographs, a CD of the digital images, and all negatives shall be provided in notebook sleeves and submitted in a three-ring binder.
 - d) If available, a copy of the original construction plans and details and any other field plans or records maintained about the bridge shall be provided. If original plans are not available, measured drawings of the structure will be prepared by an architect or architectural historian experienced in producing measured drawings. This work shall be completed in accordance with Historic American Engineering Record (HAER) guidelines
 - e) The completed documentation will be submitted by the FHWA to the SHPO for review and acceptance. Upon notification of SHPO acceptance, the FHWA will provide a copy to a local agency, archive, university or preservation group designated by the SHPO. A copy will also be provided to the State Department of Libraries and Archives.

Page 3
Peacock Road Bridge; Bourbon County
Item No. 7-1110.00

II. Professional Qualifications

- A. The FHWA shall ensure that all historic preservation work undertaken and completed pursuant to this MOA is accomplished by or under the direct supervision of a preservation professional meeting the qualifications set forth in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-42). The FHWA, through consultation with the SHPO, shall assure that the preservation professional selected to complete the work has been approved for such work by the SHPO.

III. Resolution of Disagreements

- A. Should the SHPO object within 30 days to any plans, specifications, reports or other actions submitted or undertaken pursuant to this Memorandum of Agreement, the FHWA shall consult with the SHPO to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA shall request the further comments of the Advisory Council pursuant to 36 CFR 800.6(b). Any Advisory Council comment provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Memorandum of Agreement that are not the subjects of the dispute will remain unchanged

Page 5
Peacock Road Bridge; Bourbon County
Item No. 7-1110.00

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____ Date: _____

TITLE: _____



United States Department of the Interior
FISH AND WILDLIFE SERVICE
3761 GEORGETOWN ROAD
FRANKFORT, KY 40601

February 1, 2007

Mr. David Waldner
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622

Re: FWS Log # 2007-B-0503 Biological Assessment for running buffalo clover
Bridge Replacement over Stoner Creek on CR 1320
Bourbon County, Kentucky; KYTC Item No. 7-1110

Dear Mr. Waldner:

The U.S. Fish and Wildlife Service (Service) has reviewed your October 10, 2006 letter and attached BA dated September 13, 2006 for the above referenced project proposal. According to your letter, suitable Indiana bat summer roosting habitat is present within the project area and would be impacted by the proposed project. The Service understands that KYTC intends to address potential adverse effects on the Indiana bat by use of the June 9, 2006 programmatic biological opinion. Based on our review of the information received for running buffalo clover:

We concur with your determination that the proposed action is "not likely to adversely affect" the federally listed running buffalo clover. In view of this, we believe that the requirements of section 7 of the Act have been fulfilled with regards to potential affects of the proposed project on this species.

If you should have any questions, please contact Phil DeGarmo at (502) 695-0468, and please reference the above FWS Log No.

Sincerely,

Virgil Lee Andrews, Jr.
State Field Office Supervisor
Kentucky Ecological Services Field Office

U.S. Fish & Wildlife Service
3761 Georgetown Rd.
Frankfort, KY 40601
Phone: 502-695-0468
Fax: 502-695-1024



U.S. Fish & Wildlife Service
Kentucky Ecological Services Field Office

Endangered, Threatened, & Candidate
Species in BOURBON County, KY

Group	Species	Common name	Legal* Status	Known** Potential	Special Comments
Mammals	<i>Myotis sodalis</i>	Indiana bat	E	P	
Plants	<i>Trifolium stoloniferum</i>	running buffalo clover	E	K	
	<i>Physaria lesquerella</i>	globe bladderpod	C	K	

NOTES:

* Key to notations: E = Endangered, T = Threatened, C = Candidate, CH = Critical Habitat

**Key to notations: K = Known occurrence record within the county, P = Potential for the species to occur within the county based upon historic range, proximity to known occurrence records, biological, and physiographic characteristics.

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)
ACTIVE

Item No. 7 - 1110 **Project Mgr.** SPRAGUE

County BOURBON **Route** CR-1320

CAP # **Date of Promise** **Promise made to:** **Location of Promise**

1 30-JUL-07 David Waldner DEA & SHPO

CAP Description

DEA WILL COMPLETE STATE LEVEL DOCUMENTATION OF THE HISTORIC BRIDGE PRIOR TO LETTING THE PROJECT TO CONSTRUCTION.

2 28-JAN-08 Patrick Hobin Division of water

CAP Description

THE DIVISION OF WATER IS UNDERTAKING A SAMPLING PROGRAM OF COPPER RUN CREEK AND MAY NEED TO ACCESS THE CREEK THROUGH OUR CONSTRUCTION PROJECT APPROXIMATELY ONCE A MONTH DURING 2008-2009. OUR CONTRACTOR IS INSTRUCTED TO PROVIDE THIS ACCESS TO DIVISION OF WATER REPRESENTATIVE DURING THE CONSTRUCTION PROJECT. THE FOLLOWING PERSON AT THE DIVISION OF WATER CAN BE CONTACTED FOR FURTHER INFORMATION:

PATRICK HOBAN
ENVIRONMENTAL BIOLOGIST CONSULTANT
KENTUCKY DIVISION OF WATER
14 REILLY ROAD
FRANKFORT, KY 40601
502-564-3410 EXT # 439

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 May 23, 2008 Letting)

<p>SUBSECTION: 112.03.12 Project Traffic Coordinator (PTC). REVISION: Add the following at the end of the subsection:</p>	<p>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.</p>									
<p>SUBSECTION: 837.03.01 Composition. REVISION: COMPOSITION Table: Replace</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Lead Chromate</td> <td style="width: 25%; text-align: center;">0.0 max.</td> <td style="width: 25%; text-align: center;">4.0 min.</td> </tr> <tr> <td colspan="3" style="text-align: center;">with</td> </tr> <tr> <td style="text-align: center;">Heavy Metals Content</td> <td colspan="2" style="text-align: center;">Comply with 40 CFR 261</td> </tr> </table>	Lead Chromate	0.0 max.	4.0 min.	with			Heavy Metals Content	Comply with 40 CFR 261		
Lead Chromate	0.0 max.	4.0 min.								
with										
Heavy Metals Content	Comply with 40 CFR 261									
<p>SUBSECTION: 213.03.05 Temporary Control Measures. PART: F) Temporary Mulch. REVISION: Replace the last sentence with the following:</p>	<p>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.</p>									
<p>SUBSECTION: 410.05 PAYMENT. REVISION: Replace the last sentence of the first paragraph with the following:</p>	<p>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.</p>									
<p>SUBSECTION: 805.04 Concrete REVISION: Replace the "AASHTO T 160" reference in first sentence of the third paragraph with "KM 64-629"</p>										
<p>SUBSECTION: 805.16 Sampling and Testing REVISION: Replace the "AASHTO T 160" reference with "KM 64-629" for the Concrete Beam Expansion Test.</p>										

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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

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XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly 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 work 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.

**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.

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

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
<u>CRAFTS:</u>	
Breckinridge County:	
Bricklayers.....	26.20..... 11.55
Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer and Trimble Counties:	
Bricklayers.....	22.93..... 8.85
Bracken, Gallatin, Grant, Mason and Robertson Counties:	
Bricklayers.....	25.86..... 9.49
Boyd, Carter, Elliott, Fleming, Greenup, Lewis and Rowan Counties:	
Bricklayers.....	25.49..... 13.86
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott, Washington and Woodford Counties:	
Bricklayers.....	22.93..... 8.85
Bricklayers (Layout Men)	23.18..... 8.85
Refractory/Acid Brick/Glass.....	23.43..... 8.85
All Counties	
Carpenters:	24.05..... 9.77
Divers	36.45..... 9.77
Piledrivermen.....	24.30..... 9.77
Bracken and Grant Counties:	
Millwrights	21.90..... 7.92
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott and Woodford Counties:	
Millwrights	21.75..... 12.50
Boyd, Carter, Elliott, Fleming, Greenup, Lewis, Mason, Robertson, and Rowan Counties:	
Millwrights	29.25..... 12.16
Breckinridge, Bullitt, Carroll, Gallatin, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:	
Millwrights	23.65..... 14.22
Bracken, Gallatin and Grant Counties:	
Electricians	25.56..... 11.25
Sound Communications:	
CablePuller	9.00..... 2.64
Installer.....	18.00..... 3.475

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

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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CRAFTS: (continued)

Boyd, Carter, Elliott and Rowan Counties:

Electricians:

Cable Splicers	27.46.....	16.12
Electricians	26.15.....	16.08

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

Electricians	25.91.....	23.5% + 4.55
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Fleming, Greenup, Lewis and Mason Counties:

Electricians	28.89.....	11.73
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Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddled Mills & Shawhan); Carroll (Eastern third, including the Township of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Peckstridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

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

Ironworkers:

Fence Erector	22.25.....	15.67
Structural.....	24.72.....	15.67

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

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

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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CRAFTS: (continued)

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

Ironworkers..... 23.49..... 15.99

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

Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Up to and including 30- mile radius of Hamilton County, Ohio Courthouse..... 25.15.....14.85
Beyond 30- mile radius of Hamilton County, Ohio Courthouse 25.40.....14.85

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

Ironworkers:

Zone 1 26.87..... 15.82
Zone 2 27.27..... 15.82
Zone 3 28.87..... 15.82

Zone 1 - Up to 10 mi. radius of union hall, Ashland, KY, 1643 Greenup Avenue;

Zone 2 - 10 to 50 mi. radius of union hall;

Zone 3 - 50 mi. radius and beyond.

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

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
<u>CRAFTS:</u> (continued)	
Anderson, Breckinridge, Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:	
Painters:	
Brush & Roller	17.87..... 9.07
Spray, Sand Blast, Power Tools, Water Blast & Steam Cleaning.....	18.62..... 9.07
Bracken, Gallatin, Grant, Mason, and Owen Counties:	
Painters:	
(Heavy and Highway Bridges- Guardrails–Lightpoles-Striping):	
Bridge/Equipment Tender and Containment Builder	20.40..... 6.30
Brush and Roller	23.00..... 6.30
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	
	24.00..... 6.30
Sand Blasting & Water Blasting	23.75..... 6.30
Spray	23.50..... 6.30
Bath, Bourbon, Boyle, Clark, Fayette, Fleming, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Robertson, Scott and Woodford Counties	
Painters:	
Brush & Roller	21.30..... 5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	
	22.30..... 5.90
Sandblasting & Waterblasting	22.05..... 5.90
Spray	21.80..... 5.90
Bridge/Equipment Tender and/or Containment Builder	18.90..... 5.90
Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties	
Painters:	
Bridges	27.13..... 10.95
All Other Work.....	24.23..... 10.95

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

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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CRAFTS: (continued)

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

Plumber 29.00 12.17

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

Plumbers and Steamfitters 25.02 16.99

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

Pipefitters and Plumbers 27.96 13.13

LABORERS:

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

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

BASE RATE 19.33

FRINGE BENEFITS 9.18

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

BASE RATE 19.58

FRINGE BENEFITS 9.18

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

LABORERS: (continued)

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

BASE RATE 19.63
FRINGE BENEFITS 9.18

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

BASE RATE 20.23
FRINGE BENEFITS 9.18

LABORERS:

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

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

BASE RATE 19.33
FRINGE BENEFITS 9.18

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

BASE RATE 19.58
FRINGE BENEFITS 9.18

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

LABORERS: (continued)

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

BASE RATE 19.63
FRINGE BENEFITS 9.18

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

BASE RATE 20.23
FRINGE BENEFITS 9.18

LABORERS:

Breckinridge & Grayson Counties:

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

BASE RATE 19.88
FRINGE BENEFITS 8.63

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

BASE RATE 20.13
FRINGE BENEFITS 8.63

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

LABORERS: (continued)

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

BASE RATE 20.18
FRINGE BENEFITS 8.63

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

BASE RATE 20.78
FRINGE BENEFITS 8.63

TRUCK DRIVER CLASSIFICATIONS: TEAMSTERS **BASE**
RATE

GROUP 1 - Mobile Batch Truck Tender..... 16.57

GROUP 2 - Greaser, Tire Changer and Mechanic Tender 16.68

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

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

FRINGE BENEFITS..... 7.34

OPERATING ENGINEERS:

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

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

OPERATING ENGINEERS: (continued)

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

BASE RATE 23.60
FRINGE BENEFITS 12.40

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

BASE RATE 21.18
FRINGE BENEFITS 12.40

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

BASE RATE 21.56
FRINGE BENEFITS 12.40

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

BASE RATE 20.92
FRINGE BENEFITS 12.40

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

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

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

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

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

These rates are listed pursuant to Kentucky Determination No. CR-06-III HWY dated July 10, 2007 and/or Federal Decision Number KY20080027 dated February 8, 2008 modification #0 dated February 8, 2008, modification #1 dated March 7, 2008 and modification #2 dated April 4, 2008.

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
10.8%	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 Bourbon County.

PART IV
INSURANCE

INSURANCE

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

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

PART V

STATEMENT OF INCOMPLETE WORK

STATEMENT OF INCOMPLETE WORK

Contracts executed through the Division of Construction Procurement do not need to be reported.

All other active prime contracts must be reported. This includes prime contracts with KYTC Division of Purchases and any other public and private owners. If involved in any joint-ventures, the names of all joint ventures must be shown when reporting these contracts.

The Statement of Incomplete Work is listed below.
 attached to this report.
 N/A – no active prime contracts to report.

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL				

PART VI

BID ITEMS

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

Contract ID: 08-1122

BOURBON COUNTY

BRZ-HPP 0703 (295)

Letting: 5/23/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		ROADWAY			.	.
0010	00001	DGA BASE	304.00	TON	.	.
0020	00221	CL2 ASPH BASE 0.75D PG64-22	427.00	TON	.	.
0030	00301	CL2 ASPH SURF 0.38D PG64-22	84.00	TON	.	.
0040	00440	ENTRANCE PIPE-15 IN	40.00	LF	.	.
0050	01875	STANDARD HEADER CURB	50.00	LF	.	.
0060	02014	BARRICADE-TYPE III	6.00	EACH	.	.
0070	02159	TEMP DITCH	762.00	LF	.	.
0080	02200	ROADWAY EXCAVATION	697.00	CUYD	.	.
0090	02242	WATER	7.20	MGAL	.	.
0100	02351	GUARDRAIL-STEEL W BEAM-S FACE	362.50	LF	.	.
0110	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH	.	.
0120	02371	GUARDRAIL END TREATMENT TYPE 7	2.00	EACH	.	.
0130	02429	RIGHT-OF-WAY MONUMENT TYPE 1	14.00	EACH	.	.
0140	02483	CHANNEL LINING CLASS II	5.00	TON	.	.
0150	02545	CLEARING AND GRUBBING .17 ACRES	1.00	LS	.	.
0160	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	.	.
0170	02701	TEMP SILT FENCE	762.00	LF	.	.
0180	02703	SILT TRAP TYPE A	1.00	EACH	.	.
0190	02704	SILT TRAP TYPE B	1.00	EACH	.	.
0200	02705	SILT TRAP TYPE C	1.00	EACH	.	.
0210	02706	CLEAN SILT TRAP TYPE A	3.00	EACH	.	.
0220	02707	CLEAN SILT TRAP TYPE B	3.00	EACH	.	.
0230	02708	CLEAN SILT TRAP TYPE C	3.00	EACH	.	.
0240	02709	CLEAN TEMP SILT FENCE	2,286.00	LF	.	.
0250	02726	STAKING	1.00	LS	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

Contract ID: 08-1122

BOURBON COUNTY

BRZ-HPP 0703 (295)

Letting: 5/23/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0260	02731	REMOVE STRUCTURE	1.00	LS	.	.
		72.5 FOOT 2 SPAN PONY TRUSS BRIDGE				
0270	05950	EROSION CONTROL BLANKET	594.00	SQYD	.	.
0280	05952	TEMP MULCH	3,436.00	SQYD	.	.
0290	05953	TEMP SEEDING AND PROTECTION	93.00	SQYD	.	.
0300	05966	TOPDRESSING FERTILIZER	0.05	TON	.	.
0310	05985	SEEDING AND PROTECTION	934.00	SQYD	.	.
0320	21146NS724	GREEN ASH	7.00	EACH	.	.
		BRIDGE				
0330	02355	GUARDRAIL-STEEL W BEAM-S FACE A	100.00	LF	.	.
0340	02998	MASONRY COATING	352.00	SQYD	.	.
0350	03299	ARMORED EDGE FOR CONCRETE	35.00	LF	.	.
0360	08001	STRUCTURE EXCAVATION-COMMON	1,680.00	CUYD	.	.
0370	08002	STRUCTURE EXCAV-SOLID ROCK	224.00	CUYD	.	.
0380	08100	CONCRETE-CLASS A	453.00	CUYD	.	.
0390	08104	CONCRETE-CLASS AA	117.00	CUYD	.	.
0400	08150	STEEL REINFORCEMENT	62,046.00	LB	.	.
0410	08151	STEEL REINFORCEMENT-EPOXY COATED	25,935.00	LB	.	.
0420	08160	STRUCTURAL STEEL	1.00	LS	.	.
		83000 LBS				
0430	08170	SHEAR CONNECTORS	1.00	LS	.	.
		532				
0440	08668	PRECAST PC BOX BEAM SB17	183.00	LF	.	.
0450	08801	GUARDRAIL-STEEL W BEAM-S FACE BR	322.50	LF	.	.
0460	21119EN	CONCRETE FORM LINER	498.00	SQYD	.	.
		DEMobilIZATION				
0470	02569	DEMobilIZATION	1.00	LS	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

Contract ID: 08-1122

BOURBON COUNTY

BRZ-HPP 0703 (295)

Letting: 5/23/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
<hr/>						
<hr/>						
TOTAL BID					\$.

PART VII
CERTIFICATIONS

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

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

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

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

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

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

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

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

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

(Signature)

(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

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

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

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

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

(Signature)

(Title)

REVISED: 8-23-89

CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

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

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

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

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

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

Exceptions: _____

(Signature)

(Title)

CERTIFICATION OF PERFORMANCE

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

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

(Company)

By: _____

(Title)

Date: _____

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

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

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

CERTIFICATION FOR FEDERAL-AID CONTRACT

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

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

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

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

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

(Signature)

(Title)

CERTIFICATION OF BID PROPOSAL / DBE

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

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

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

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

- No Addendum(s) have been posted

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

Name of Contracting Firm

BY: _____
Authorized Agent (Signature) Title

Address City State Zip Code

Telephone Number

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

DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations require that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49 CFR 26:11) for each federally funded project awarded.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprises) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502) 564-3601.