N O T I C E T O C O N T R A C T O R S

Notice is hereby given that sealed proposals for constructing 37th, Oliver to Woodlawn will be received at the Office of the Purchasing Manager, City Hall, 455 North Main, Wichita, Kansas until 10:00 o'clock A. M. on **August 12, 2016**, at which time the bids will be opened publicly and read aloud and tabulated by the Board of Bids and Contracts for consideration by the City Council. Bids received after said time will be returned unopened.

FUNDING SOURCE: FEDERAL AID HIGHWAY FUNDS

KDOT PROJECT # 87N-0613-01/472-85157

NOTE: BIDDER SHALL AFFIX THE FOLLOWING PROJECT NUMBER TO THE BID ENVELOPE **211528**

PRE-BID CONFERENCE: Monday August 8, 2016, 10:00 a.m., Central Maintenance Facility, 1801 S. McLean, Wichita Kansas.

ATTENTION ALL BIDDERS: A BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL BID OR AN ANNUAL BID BOND IS REQUIRED PRIOR TO BID OPENING. SEE SECTION 102.3 OF THE CITY OF WICHITA STANDARD SPECIFICATIONS FOR FURTHER INFORMATION. Bidders are advised to contact the Office of the City Engineer (316-268-4501) should they have any questions or concerns about the plans, special or supplemental provisions, minority status, or the proper preparation of the bid document. Contractor compliance with all applicable federal and state regulations, rules and conditions is required. (See attached Index)

Contractors are **required** to submit a bid on paper. The paper bid will be considered the Contractor's "Official Bid" and will be used in determining the low bidder.

All paperwork requiring signatures must be returned with the paper bid.

BID SUBMITTAL REQUIREMENTS: The following items are required to be signed and submitted with the bid submittal.

1. Important Bid Information
2. Required Contract Provision DBE Contract Goals (07-19-80-R12) (LPA)
3. Required Contract Provision Certification Non-collusion and History of Debarment (08-10-66-R5) (LPA)
4. Required Contract Provision – Limitations on Use of Federal funds for Lobbying (04-26-90-R4) (LPA)
5. Bid Proposal
6. Bid Bond, if not bond on file

CITY OF WICHITA SPECIAL PROVISION LIST FOR
37th, Oliver to Woodlawn
(37th, Oliver to Woodlawn)
87N-0613-01/472-85157 (707064)

Contractor compliance with all applicable federal and state regulations, rules and conditions is required. Attention is particularly called to the enclosed "Required Contract Provisions":

1. **Required Contract Provisions (City of Wichita Project Special Provisions)**

2. **Required Contract Provisions Federal-Aid Construction Projects (FHWA-1273) which includes sections pertaining to:**
   a. Nondiscrimination
   b. Non-segregated Facilities
   c. Payment of Predetermined Minimum Wage
   d. Statement and Payrolls
   e. Record of Materials, Supplies, and Labor
   f. Subletting or Assigning the Contract
   g. Safety: Accident Prevention
   h. False Statements Concerning Highway Projects
   i. Implementation of Clean Air Act and Federal Water Pollution Control Act
   j. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
   k. Certification Regarding Use of Contract Funds for Lobbying

3. **Required Contract Provision Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

4. **Minimum Federal Wage Rate Decision**

5. **Required Contract Provision Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (11-03-80-R09)**

6. **Required Contract Provision Federal-Aid Contracts Utilization of Disadvantaged Businesses (07-18-80-R-27)**

7. **Required Contract Provision Federal-Aid Contracts Utilization of Disadvantaged Businesses Suppliers/Regular Dealers (03-10-06-R01)**

8. **Specific Equal Employment Opportunity Contractual Requirement (11-15-96-R05)**

9. **Important Bid Information**

10. **Required Contract Provision DBE Contract Goals (7-19-80-R12)(LPA)**
    a. Identification of DBE Participation Letter
    b. Monthly DBE Payment Affidavit
    c. DBE Final Payment Affidavit

11. **Prompt Pay Provision**

12. **Certificate of Subcontractor Work and Payment**

13. **Certification Regarding Non-collusion and History of Debarment (08-10-66-R5)(LPA)**

15. **Tax Clearance Certificate (01-01-11 LPA)**

16. **Certification – Financial Prequalification Amount (04-30-82-R07)**

17. **Certification Regarding Lobbying (04-26-90-R4)(LPA)**

18. **Buy American Materials (01-21-11 LPA)**

19. **US DOT Hotline (09-06-94-R1)**

20. **City of Wichita Construction Pollution Prevention Plan Form**

21. **Bid Item Proposal pages (Formal Bid Form)**

22. **Bid Bond, if not bond on file**

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

SPECIAL PROVISION TO CITY OF WICHITA, KANSAS
STANDARD SPECIFICATIONS

37th, Oliver to Woodlawn
87N-0613-01/472-85157/707064

The City of Wichita's Standard Specifications are required provisions for the furnishing of all materials and doing all work to complete the above referenced project, and are hereby made a part of these provisions as if fully set forth herein. Said Standard Specifications shall control except as modified by the following Special Provisions. The Standard Specifications are on file in the City Engineer's Office, available for purchase from QuikPrint for the construction of City projects, or can be found online at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx ****Plan sheets for this project are not available on the City website, however, blueline copies can be picked up at QuikPrint, 217 Pennsylvania, Wichita KS, telephone (316) 942-2208 after July 6, 2016.**** The following **Special Provisions** shall be applicable to this project:

The Contractor shall read and fully comprehend every aspect of the contract provisions included in this bid proposal, prior to submitting a bid for the project. Any questions prior to bid submittal should be directed to Shawn Mellies, P.E., Project Engineer, at (316) 268-4632 or smellies@wichita.gov.

THIS IS A STATE/FEDERAL AID CONTRACT.

PROJECT SPECIFIC

1. **Pre-Bid Conference**. **Monday, August 8, 2016, at 10:00 a.m**., Engineering Conference Room, Central Maintenance Facility, 1801 S. McLean, Wichita Kansas.

2. **Start Date**. The work order on this project shall be issued **at the Contractor's request contingent upon the City of Wichita having the Authority to Award from KDOT and an executed contract and at Engineer's approval.**

3. **Public Information Meeting**. Contractor will be required to schedule a 'Public Information' meeting at least 7 days in advance of construction. Contractor will provide a minimum three-day notice of said meeting's time and location to adjacent residents, property owners and businesses. The Contractor will moderate the meeting and discuss issues such as construction schedules, phasing, traffic control, access to properties and any special considerations regarding the construction and phasing of the project. Key Contractor and City personnel should be in attendance.

4. **Working Days/Completion Date.** All work on the project except landscaping shall be completed by **June 2, 2017** and the landscaping shall be completed by **September 15, 2017. One-way** west bound traffic shall be maintained at all times, except during a **30 calendar day** closure between Parkwood and Ridgewood (as shown in the plans). **Two-way** traffic shall be restored by **April 3, 2017**. Working days will be charged as provided for in the Standard Specifications, once the work order is issued. Liquidated damages in the amount described in the Standard Specifications shall be apply to all dates and lengths of time listed above. **The non-availability of material shall not prevent working days from being assessed.**

   For calendar-day completion projects, the Contractor is required to work a minimum of six days per week excluding official city holidays. Work, which will require inspection by the Engineer, shall not be permitted on Sundays.

5. **Basis of Payment**. Payment for the bid items will be as a **lump sum/measured quantity** amount based on the bid quantities and unit prices in the bid proposal.

6. **Temporary Asphalt Pavement.** All temporary asphalt pavement on the project shall be 6" asphalt meeting the specifications for City of Wichita BC-1 mix.

7. **Approved Materials List.** A list of materials approved for use on City of Wichita construction projects

can be found on the City website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx. All approved materials shall conform to the appropriate requirements set forth in the Standard Specifications, and shall have been previously approved by the Material Review Board (MRB). Information on obtaining approval for new materials through the MRB is available on the website.

8. **Existing Conditions Documentation.** Contractor shall document existing property conditions prior to construction. Documentation shall be video-recorded tape supplemented with 35 mm or digital photographs. Neither videotape nor photographs shall be made from a moving vehicle. **One (1) copy of the documentation package shall be provided to the Engineer prior to beginning construction on the project.**

9. **Revised 052914 (gj)**
Pipe Backfill. All box culvert, storm sewer, duct bank, waterline and sanitary sewer excavation under proposed pavement shall be sand filled and flushed (jetted and vibrated) per City Standard Specifications (section 801), unless flowable fill or other improved backfill material is otherwise specified. The sand fill shall start at the top of improved bedding and be brought up uniformly to an elevation 12 inches above the top of pipe, or 2 feet below the bottom of proposed pavement, whichever is higher. However, in no instance shall the sand fill be brought up to less than 6 inches below the pavement subbase material. Storm sewer adjacent to the back of curb and sanitary sewer in front and side lots shall also be sand filled per this provision, to within 2 feet of final grade. All costs for sand filling and flushing shall be included in the unit price bid for "Fill, Sand (Flushed & Vibrated)". This item shall be paid for at the unit price bid per linear foot of trench filled, regardless of trench depth and/or pipe size, unless indicated otherwise by the plans or contract.

10. **Pavement Markings**. Unless otherwise indicated on the plans, all pavement markings for asphalt pavement shall be thermoplastic; for concrete shall be epoxy. Pavement markings shall be installed per manufacturer's recommendations and shall meet KDOT 2007 Standard Specifications for State Road and Bridge Construction, Section 806 (for a copy of this, go to http://www.ksdot.org/burConsMain/specprov/2007/806.pdf). Full traffic may not be restored (and substantial project completion achieved) until all pavement markings are in place. Should construction timing be such that restoration of traffic becomes necessary during temperatures prohibiting the installation of permanent markings, the Contractor shall install and maintain temporary markings until such time that permanent markings may be properly installed. Except for the material requirement, temporary pavement markings shall be placed equivalent, in every manner (i.e. dimension, frequency, spacing, etc.), to the permanent marking layout. The cost for temporary pavement markings will not be paid for directly, but shall be considered subsidiary to the bid item for "Pavement Markings".

11. **Material Transfer Device.** A material transfer device is required with this project, as per Section 405.7 of the Standard Specifications.

12. **Union Pacific Railroad Company Requirements.** The following items must be addressed and followed when working in or near the railroad right-of-way.

a. **Rail Monitoring**. The Contractor shall be required to monitor the top of the rail when installing the storm sewer under the rail. The top of the rail cannot move more than 1/4" vertically or horizontal and if does move more than 1/4" then all operation are to stop until the issue can be resolved. A rail monitor plan and a contingency plan (plan to address 1/4" movement) shall be submitted and approved by the railroad prior to any of the storm sewer construction activities in the area.

b. **Boring and Jacking Operations**. The cuter head shall not extend outside the leading end of the pipe. The boring operations shall be done in such a way that the head of the bore doesn't stop within shoring zones A or B. The shoring zones can be seen on **Exhibit A**.

c. **Shoring in the Railroad Right-of-Way**. All shoring systems located in areas subjected to railroad live loads shall be designed and constructed per current Railroad Guidelines for Temporary Shoring. The Shoring Zones document shall supersede the General Shoring Requirements sheet in the Railroad Guidelines for Temporary Shoring. The contractor shall be required to submit a shoring plan for review and approval by the railroad. No excavation shall be allowed within 12' of the centerline of the track.

d. **Insurance.** The contractor shall be required to get the liability and general insurance as required by the railroad. The requirements can be found at the following link: http://www.up.com/real_estate/drainage/index.htm

e. **Safety Requirements.** The contractor shall be required to follow all railroad safety requirements when working in or near the railroad right-of-way. The requirements can be found at the following link: http://www.up.com/real_estate/utilities/contractors/index.htm

13. **Hillcrest Street.** The contractor shall be required to keep one-way access on Hillcrest Street at all times. The one-way traffic shall be north bound only.

The following are Standard Special Provisions to the City of Wichita Standard Specifications (1998).

- **Last Revised January 13, 2016 (sm)**

PART 100

1. **Bid Form, Preparation and Final Payment**. Section 102.1, "Preparation of Proposal", add the following: Bids should be prepared showing unit prices, extension amounts and a total of the extended amounts, which shall be the total bid. Below is a brief example of a properly prepared bid:

(PRICES SHALL INCLUDE ALL MATERIAL AND LABOR) [Quantity x Unit Price = Amount]

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
5" AC Pvmt (3" Bit Base)	1234 sy	6.00	7,404.00
Excavation	234 cy	2.00	468.00
Site Clrg & Restoration	1 LS	2,000.00	2,000.00
Bid Total			$9,872.00

LEGEND: LS = Lump Sum, **lf** = lineal ft, **ea** = each, **gl** = gallons, **sy** = square yds, **sf** = square ft, **tn** = tons, **cy** = cubic yds, **cf** = cubic ft, **Unit Price** = price per unit of measure as specified

2. **Revised 01132016 (sm)**
Subcontractors. Section 102.4, "Subcontractors", delete the section and replace with the following: The Successful Contractor shall submit a list of potential Subcontractors with the executed contract on the forms provided by Purchasing. If no Subcontractors are to be utilized, the Contractor shall so indicate on the forms provided by Purchasing.

For non-State/Federal-aid projects, Contractors are encouraged to utilize minority and/or disadvantaged Contractors and Suppliers whenever possible. The City shall identify and certify DBE's and MBE's. Prior to payment of the final estimate, the Contractor shall be required to submit a list of Subcontractors and Suppliers actually used on the project along with the dollar amount paid per Subcontractor. Failure to submit the list of Subcontractors used will result in a delay of the final payment until such list is provided.

For State/Federal-aid projects, the awarded Contractor shall ensure that all FHWA-1273 documentation included in the project bid proposal is also included in Subcontractor agreement(s) or contract(s) for this project. Contractor will provide the City Engineer with a copy of said Subcontractor contract(s) for compliance purposes.

3. **Tax Exempt Status.** Section 102.6, "Sales Tax Exemption", replace first paragraph with the following: Most contracts for projects let through the City Engineer's office are exempt from State and Local sales taxes. Projects that are not exempt will be clearly identified in the bid solicitation. Do not include sales tax in your bid unless clearly directed to do so. Water projects are sales tax exempt.

4. **Davis-Bacon Wage Determination.** Section 102.7, "Equal Employment Opportunity", add the following: On State/Federal-aid contracts, Contractor is required to pay Davis-Bacon wages and meet the requirements of the Davis-Bacon Wage Act **for the entire project, including non-participating work**. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by grantees and sub grantees).

5. **Schedule of Values.** Add Section 102.15 as follows:
102.15 SCHEDULE OF VALUES
Upon award of the contract, the Contractor shall submit a schedule of values to the Project Engineer, for all bid items with a quantity and unit of measure of "1 LS". The schedule shall include information relevant to how the Contractor intends to be paid for these respective items, to be approved by the Project Engineer prior to beginning construction.

6. **DBE Requirements for State/Federal Aid Projects**. Add Section 102.45 as follows:
102.45 DBE REQUIREMENTS FOR STATE/FEDERAL AID PROJECTS
The Contractor shall be required to meet the DBE goal as designated in the respective bid proposal. (1) DBE's must be certified by KDOT. A list of KDOT certified DBE's may be found on the Internet at

www.ksdot.org/divadmin/DBEConstruction/dbedir.aspx. (2) For each DBE listed by the successful bidder, the City will send a letter to them requesting their concurrence that they intend to perform the work indicated in the Contractor's bid and the dollar amount. (3) For each month that the DBE works, they must submit to the City a copy of the completed DBE Payment Affidavit. (4) In addition, the Contractor must comply with the "Payment to Subcontractors" Contract Provision.

7. **Pre-Qualified Contractors List.** Add Section 102.51 as follows:
102.51 PRE-QUALIFIED CONTRACTORS LIST
For state/federal aid projects, the prime contractor must be on the Kansas Department of Transportation's pre-qualified contractors list. A bid submitted by a contractor not on the list will be considered non-responsive and rejected. KDOT's pre-qualified contractors list can be found at http://www.ksdot.org/divoperat/rptInternetList.pdf.

8. **Basis of Award**. Section 103.2, "Award of Contract", add the following: The contract shall be awarded on the basis of the **lowest responsible Base Bid**, provided the bid is within the Engineer's Estimate. If applicable, Add Alternate(s) may be accepted as determined by the City after the bids are opened, as available funding may allow.

9. **Liability Insurance Specifications.** Section 103.5 shall be replaced with:

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability
Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Property Damage Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Occurrence $500,000 Each Aggregate

2. Comprehensive Automobile Liability
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Accident
Property Damage Liability	$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Accident

3. Workers' Compensation	Statutory
Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

The Insurance Certificate must contain the following:

Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

10. **Dewatering.** Section 104.1, "Work to be done", add the following: If dewatering is necessary on this project, the Contractor shall contact the Environmental Services Department at (316) 268-8351, to determine if the groundwater requires special handling. The cost of dewatering is subsidiary to pipe installation bid items and not to be bid or paid separately.

11. **Project Erosion Control Requirements.** Section 104.3, "Cleanup, Dust Control, Pollution Control, Surface Water and Erosion Control", add the following: The Contractor must implement erosion control measures on this project using Best Management Practices (BMPs). BMPs used may include silt fence and hay bale barriers, perforated (gravel filled) pipe inlet protection, or other as specifically approved by the City Engineer's Office. Gravel Packs and sand bags at inlets will no longer be accepted. The Contractor will comply with all sections of Ordinance #44-123 and practice 'good housekeeping' at all times. Any dirt or mud tracked off the Contractor's construction site onto paved public or private streets, or ditches, or discharges of same into lakes, ponds, ditches or storm sewers must be cleaned up within 24 hours. Failure to abide by these requirements may result in the assessment of fines, as provided in Ordinance #44-123. Ordinance #44-123 is referenced in Chapter 16.32 of the City Code, which may be viewed on the City's website.

    Construction activities that will, either individually or in combination with other related projects, disturb a total of one or more acres (as determined by the City Engineer) are subject to the requirements of the Kansas Water Pollution Control (KWPC) General NPDES Permit. If applicable to this project, a copy of the permit, including the Notice of Intent (NOI) and the Storm Water Pollution Prevention Plan (SWPPP) prepared by the Engineer, is attached for detailed review. The SWPPP prepared by the Engineer is for information only and the contractor will be required to submit a project specific SWPPP to the City for approval prior to beginning construction. The terms and conditions of the KWPC general permit may be found on the KDHE website at www.kdheks.gov/stormwater/cons_stormwater_permit.htm. A copy of the attached Contractor's Certification Form, certifying comprehension of the general permit and SWPPP requirements, must be signed and submitted to the Field Engineer prior to starting construction.

    During construction, the Contractor must maintain copies of the approved NOI and SWPPP on the construction site at all times. Should the Contractor's intended construction sequence or approach differ from that described in the approved SWPPP, the Contractor must submit an amended SWPPP to the City for review and approval, prior to enacting the change.

12. **Maintenance of Existing Pavement/Snow Removal.** Sections 104.4, "Maintenance of Roadway and Sidewalk Surfaces", replace the first paragraph with the following: The Contractor shall examine the condition of the existing pavement and haul roads prior to bidding. The maintenance of the existing pavement and haul roads, extending to the limits of traffic control in all directions, will be the Contractor's responsibility upon award of the contract, through project final acceptance. Such maintenance shall include maintaining the traveled portions of roadways and walkways in smooth and acceptable surface conditions free from potholes settlements, elevation offsets, etc.

    Also add the following to the same section of 104.4 for snow removal during construction:

    Snow removal. Section 104.4 , "Maintenance of Roadway and Sidewalk Surfaces", add the following: The Contractor will be required to perform snow removal within the limits of the traffic control upon request by the Engineer. The contractor will be paid on a force account basis per the latest KDOT Specifications. Contractor is required to restore any traffic control devices impacted by snow removal operations at the contractor's expense. This includes any traffic control disturbed by City crews during snow/ice operations. Contractor is also required to clean traffic control devices during construction to restore reflectivity and visibility to MUTCD requirements.

13. **Work Zone Safety and Mobility.** Section 104.5, "Maintenance of Work Areas", add the following: On State/Federal-aid contracts, the Contractor shall be required to provide the Project Engineer with the name of a work zone safety and mobility contact for the project, prior to beginning work. This will also include a 24-hour contact number for that person and proof that they have completed an **Advance Work Zone**

course, **ATTSA's Traffic Control Supervisor** course or an approved equivalent training course.

14. **Schedule.** Add Section 105.15 as follows:
105.15 SCHEDULE
For state/federal aid projects and any others that effect existing traffic patterns, the Contractor shall be required to submit a proposed work schedule to the Engineer, for approval, prior to beginning work. The Engineer can also request a schedule on any other type of project, if needed. The Contractor shall plan and schedule work to produce the least interference with traffic, businesses, and home owners and to minimize the use of planned detours. The Schedule shall provide enough detail so the Engineer may determine the Controlling Item of Work (CIOW) and other activities that affect the contract time. The Engineer will request the Contractor to submit a revised Schedule if the Engineer believes the Schedule is unworkable, or if the work has fallen behind. The Contractor shall notify the Engineer of Schedule changes, delays, or both regardless of whether additional time or money is being sought. The contractor shall submit an updated schedule for the following: as requested by the Engineer at any time; any contract/scope of work changes; when the sequence of activities is altered; and/or the time changes for performing an activity

15. **Reasonable Access**. Section 105.7, "Inspection", add the following: Successful Contractor must allow City Inspectors and vehicles reasonable access onto the project site.

16. **Discrepancies in Contract Documents.** Add Section 105.8 as follows:
105.8 DISCREPANCIES IN CONTRACT DOCUMENTS
If there is a discrepancy between Contract Documents, the order of precedence is:
    1. Project Addenda
    2. Project Specific Special Provisions
    3. Standard Special Provisions to the City of Wichita Standard Specifications
    4. Plans
    5. Standard Specifications

17. **Buy America Materials.** Add Section 106.15 as follows:
106.15 BUY AMERICA MATERIALS
On State/Federal-aid contracts, the Contractor shall be reminded that the current KDOT Special Provision for "Buy America" applies to all items of work on the project, including "non-participating" bid items.

18. **Revised 022315 (sm)**
Water Usage. Section 107.5, "Use of Fire Hydrants", delete the section and replace with the following: Contractors wishing to use water from a City fire hydrant shall be required to obtain a Fire Hydrant Usage Permit. The user shall contact the Public Works & Utilities Department Meter Repair Shop at (316) 219-8925 for permit and meter costs, availability, and detailed information. The Contractor shall be directly responsible for all costs associated with using City water, and the costs will not be billed to or paid for by a specific project. The cost for hydrant meter rental and for the water usage itself will NOT be tax exempt. Water usage for filling, flushing and sampling of new water lines will be excluded from this requirement, and will not require a permit. If the contractor is using a water tank that is filled by a fire hydrant or other publicly supplied water source in the water system, they are required to have the water tank inspected for required backflow protection and permitted by City personnel. Failure to get the inspection and associated annual permit will lead to a fine as defined by municipal codes 17.12.240 and 17.12.320. Construction activities associated with the project will cease until the issue is resolved. Contractors shall inquire about the inspection and annual permit when picking up the fire hydrant meter.

19. **Electronic Message Boards.** Section 107.8, "Notifications by Contractor", add part "e)" as follows: When a bid item for "Sign, Electronic Portable Message" is included in the project, the contractor shall be required to provide the same, with as many as four message boards expected to be used at any one time, unless otherwise specified. This will be a final measured quantity bid item, with the signs to be utilized as directed by the Project Engineer, prior to and during the project.

20. **Traffic Control Devices.** Section 107.9, "Work Zone Traffic Control", add the following: All traffic control devices to be used on the project shall conform to the requirements of the KDOT "General Traffic Control" detail sheet (TE700, or current version). The Contractor shall be aware of the particular requirements of the item referencing "NCHRP Report 350 Crashworthy Requirements". Certification for the same shall be received and approved by the Project Engineer prior to beginning work on the project.

21. **Added 061215 (sd)**
Working Days. Section 108.5, "Working Days", item "h)", delete the first sentence and replace with the following: Working Day reports will be available for the Contractor's review by the end of the following week in the Construction Division Field Office, located at the Central Maintenance Facility, 1801 S. McLean Blvd.

Add the following: The Working Day reports shall remain in the Field Office at all times. Copies are available upon request if the Contractor desires any for their records.

22. **Partial Payments.** Section 109.6, "Partial Payments and Retainage", add the following: The awarded Contractor shall waive all rights on all partial estimate calculations, and estimates shall be processed without the Contractor's review and authorization. However, Contractor shall review and approve the final payment at the completion of the project. The Contractor may request partial estimate review and approval by written request submitted with the signed contract.

Also in Section 109.6, replace the third paragraph with the following: Partial payments will only be made for stored materials when indicated in the "Project Specific" provisions for each project.

Also in Section 109.6, add the following: On Federal Aid contracts only, the City will release retainage on bid items installed by subcontractors upon acceptance of the work. Contractor must make payment to Subcontractor(s) for such work within 30 days of payment by the City. Proof of payment to Subcontractor(s) shall be provided to the City via Form 1010.

23. **Final Payment Requirements:** Add to Section 109.7, "Acceptance & Final Payment":
Final Payment Requirements. Time is of the essence when completing City paperwork related to the Project. Paperwork required from the Contractor for the Project, including but not limited to certification of pipe, beam, manholes or other structural materials; State of Kansas Project Completion Certification; Affidavit of paying all claims, liens and subcontractors; Statement of Subcontractors and Supplies; and any other document needed for project closeout shall be submitted within 60 days of substantial completion of any project. City shall transmit to the Contractor the Final Summary for the project as soon as reasonably possible. Failure by Contractor to submit any objection, correction, or modification within 90 days of transmittal of a Final Summary shall constitute waiver of such right to contest and will be deemed final acceptance of the City's calculations. Such waiver will be a full and final waiver of all rights to object to or contest City calculations of quantities provided, provision of lump-sum materials or payment amounts owed to Contractor and shall be binding on Contractor for purposes of any dispute or litigation. For purposes of retainage and/or compliance with the Fairness in Construction Acts, any contractual payment owed is deemed disputed until the Final Summary is expressly accepted as shown by contractor's signature on a copy returned to the City or until Contractor has waived the opportunity to contest final summary calculations by the City of Wichita.

PART 200

1. **Underground Irrigation Systems**. Section 201.3, "Sprinkler Systems", delete the section and replace with the following: Properties within the project may have underground irrigation systems (lawn sprinklers) which conflict with new construction. Contractor shall remove such components as needed during construction of the project, salvaging all sprinkler heads, valves and operators, and pertinent

controllers/equipment to the property owner, where possible. Portions of underground irrigation systems not in conflict with new construction shall be protected from damage and shall remain in place. The Contractor shall exercise caution, through communication with the property owner, to insure that work completed as part of the project does not adversely affect the operation of existing irrigation system(s) on private property, behind the right-of-way. The Contractor is to coordinate final site restoration with the property owner, such that they are afforded the opportunity to replace the irrigation system prior to sod/seed installation. All work associated with this item will not be paid for separately, but considered SUBSIDIARY to the "Site Clearing" bid item, or equivalent equal.

2. **Tree Removal.** Section 202.2, "Hedge and Tree Removal", delete the second paragraph and replace with the following: Unless otherwise indicated on the plans or in the "Project Specific" Special Provisions, all projects shall include bid items for "Large Tree Removal" and "Small Tree Removal", if applicable. Any tree 15 inches in diameter or larger, as measured 24 inches above the natural ground level shall be considered a "Large Tree" for payment purposes. Any tree less than 15 inches in diameter, as measured 24 inches above natural ground level shall be considered a "Small Tree" for payment purposes. All tree removal will be approved by the Project Engineer prior to completing the work.

PART 300

1. **Excess Excavation Disposal.** Section 301.4, "Surplus Material", delete the section and replace with the following: Unless otherwise directed by the plans, project special provisions or addenda, all excess excavation will become the property of the Contractor, to be disposed of at a location determined also by the Contractor. The Contractor shall be aware of and take responsibility for obtaining required permits to place any fill in a designated floodplain, floodway or special management areas. Special management areas would include wetlands, US Corp of Engineer's holding areas, detention ponds, etc. Contact City of Wichita at (316) 268-4498 for flood determinations within the City limits. For flood determinations outside of the City, contact Sedgwick County Code Enforcement at (316) 660-1840.

PART 400

1. **Geogrid Reinforced Aggregate Base.**

Delete Section 404.1, "Crushed Rock Base For Concrete Paver Surface".

Replace Section 404.2, "Materials", with the following:

404.2 MATERIALS
General:
Materials to be used for geogrid reinforced base construction shall consist of virgin crushed stone, recycled Portland cement concrete, or a blend of recycled Portland cement concrete and Reclaimed Asphalt Pavement (RAP). This blend is not to exceed 50% RAP and shall be tested by use of an asphalt burn off oven to ensure compliance. All materials shall meet the following gradation specification.

Stone/Concrete / Blended Aggregate:
1) Gradation

Sieve Size	% Retained (by dry weight)
2-1/2"	0
3/4"	20-60
#4	50-80
#40	80-94
#200	90-98

2) Durability
Virgin base material quality shall conform to the requirements specified by the KDOT Subsection 1102 for Durability Class 1.

3) Absorption
All virgin base material shall have a maximum absorption of four percent (4%).

Biaxial Geogrid:
The geogrid shall be a regular grid structure formed to provide tensile strength biaxially, both in the machine and cross machine directions of the grid, and shall have aperture geometry and rib and junction cross-sections sufficient to permit significant mechanical interlock with the material being reinforced. The geogrid shall maintain its reinforcement and interlock capabilities under repeated dynamic loads while in service and shall also be resistant to ultraviolet degradation, to damage under normal construction practices and to all forms of biological or chemical degradation normally encountered in the material being reinforced.

The geogrid shall be a single layer, non-bonded mat. A list of approved geogrids can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx. Unless otherwise specified in the plans or project provisions, the Contractor shall be allowed to use any geogrid or geotextile fabric on the Approved Materials List, for base reinforcement. The same product shall be used throughout a project, unless approved by the Engineer prior to installation.

Standard Biaxial Geogrid

PROPERTY	TEST METHOD	UNITS	VALUE	
			MD[1]	CMD[1]
Interlock				
Open Area	COE Method[2]	% (min)	70	
Reinforcement				
Tensile modulus				
Initial (@ 1% strain)	ASTM D 6637	lb/ft (min)	14,000	20,000
Tensile strength				
@ 2% strain	ASTM D 6637	lb/ft (min)	270	330
@ 5% strain	ASTM D 6637	lb/ft (min)	540	630
Ultimate	ASTM D 6637	lb/ft (min)	850	910
Junction strength				
Ultimate	GRI-GG2[3]	lb/junction (min)	30	
Ultimate	GRI-GG2[3]	lb/ft (min)	360	360
Material				
UV Resistance (@ 500 hours)	ASTM D 4355	% Strength Retained (min)	60	

Notes:
1. **Machine Direction (MD) is along roll length and Cross Machine Direction (CMD) is across roll width.**
2. **Percent open area measured without magnification by Corps of Engineers method as specified in CW 02215 Civil Works Construction Guide, November 1977.**
3. **Revised July, 2000.**

High Strength Biaxial Geogrid

PROPERTY	TEST METHOD	UNITS	VALUE	
			MD[1]	CMD[1]
Interlock				
Open Area	COE Method[2]	% (min)	70	
Reinforcement				
Tensile modulus				
Initial (@ 1% strain)	ASTM D 6637	lb/ft (min)	27,500	45,000
Tensile strength				
Initial (@ 1% strain)	ASTM D 6637	lb/ft (min)	275	450
@ 2% strain	ASTM D 6637	lb/ft (min)	410	620
@ 5% strain	ASTM D 6637	lb/ft (min)	810	1340
Ultimate	ASTM D 6637	lb/ft (min)	1310	1970
Junction strength				
Ultimate	GRI-GG2[3]	lb/junction (min)	30	
Ultimate	GRI-GG2[3]	lb/ft (min)	360	360
Material				
UV Resistance (@ 500 hours)	ASTM D 4355	% Strength Retained (min)	70	

Notes:

1. **Machine Direction (MD) is along roll length and Cross Machine Direction (CMD) is across roll width.**
2. **Percent open area measured without magnification by Corps of Engineers method as specified in CW 02215 Civil Works Construction Guide, November 1977.**
3. **Revised July, 2000.**

Geotextile Fabric:

The fabric shall consist of high tenacity monofilament and fibrillated polypropylene yarns. The fabric shall maintain its reinforcement, filtration, and separation capabilities under repeated dynamic loads while in service and shall also be resistant to ultraviolet degradation, to damage under normal construction practices and to all forms of biological or chemical degradation normally encountered in the material being reinforced.

The fabric shall be a single layer, non-bonded material. A list of approved fabrics can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx. Unless otherwise specified in the plans or project provisions, the Contractor shall be allowed to use any geogrid or fabric on the Approved Materials List, for base reinforcement. The same product shall be used throughout a project, unless approved by the Engineer prior to installation.

Standard Geotextile Fabric

PROPERTY	TEST METHOD	UNITS	VALUE
Characteristics			
Coefficient of Interaction Ci (Sand)	ASTM D 5321		0.8
Flow Rate	ASTM D 4491	gal/min/ft	40
Permeability	ASTM D 4491	cm/sec	0.050
Permitivity	ASTM D 4491	1/sec	.0152
AOS	ASTM D 4751	US Sieve #	30
Reinforcement			
Tensile strength			
@ 2% strain	ASTM D 4595	lb/ft (min)	540
@ 5% strain	ASTM D 4595	lb/ft (min)	1350
Ultimate	ASTM D 4595	lb/ft (min)	2700
Material			
UV Resistance (@ 500 hours)	ASTM D 4355	% Strength Retained (min)	70

High Strength Geotextile Fabric

PROPERTY	TEST METHOD	UNITS	VALUE
Characteristics			
Coefficient of Interaction Ci (Sand)	ASTM D 5321		0.8
Flow Rate	ASTM D 4491	gal/min/ft	30
Permeability	ASTM D 4491	cm/sec	0.050
Permitivity	ASTM D 4491	1/sec	0.050
AOS	ASTM D 4751	US Sieve #	30
Reinforcement			
Tensile strength			
@ 2% strain	ASTM D 4595	lb/ft (min)	960
@ 5% strain	ASTM D 4595	lb/ft (min)	2400
Ultimate	ASTM D 4595	lb/ft (min)	4800
Material			
UV Resistance (@ 500 hours)	ASTM D 4355	% Strength Retained (min)	70

Section 404.3, "Construction Requirements", replace "Placing and Overlapping Geogrids" with the following:

Placing and Overlapping Geogrids and Fabrics:

Place geogrid/fabric in position and roll out over the prepared subgrade. Geogrid/fabric should be cut to conform to manhole covers or other protrusions. Geogrid/fabric should be cut and overlapped as necessary to accommodate curves. Unless otherwise indicated in the plans or project provisions, all geogrids and fabrics shall be overlapped one foot (1') in both the longitudinal and transverse directions. Pin overlaps to secure against separation and to provide anchorage. Over very soft ground, wire, plastic ties or hog rings can be used on five to twenty-foot spacings as necessary to secure the overlaps.

2. **Revised 061215 VFA limits (sd)**

Asphalt Pavement Materials and Manufacture. Section 405.2, "Materials and Manufacture", replace from the start of the "Asphalt Cement" subsection to the end of Section 405.2 with the following:

Asphalt Cement:

Asphalt cement shall be of uniform consistency, free from water to the extent that it will not foam when heated to three hundred fifty degrees (350°) F., and it shall meet the following requirements for physical and chemical properties:

Polymer Modified Performance Grade Asphalt Cement

Original Binder:
- Flash Point (°C), 230
- Rotational Viscosity at 135 °C (Pa's), 3 max
- Dynamic Shear at grade temperature (kPa), 1.00 min
- Separation (°C max), 2 max

Rolling Thin Film Oven Residue:
- Mass Loss (%), 1.00 max
- Dynamic Shear at grade temperature (kPa), 2.20 min
- Elastic Recovery at 25 °C, 10 cm Elongation (% min), 65 min

Pressure Aging Vessel Residue:
- Dynamic Shear at test temperature (kPa), 5,000 max
- Creep stiffness at test temperature, stiffness 300 max MPa & m Value 0.300 min

Non-Polymer Modified Performance Grade Asphalt Cement

Original Binder:
- Flash Point (°C), 230
- Rotational Viscosity at 135 °C (Pa's), 3 max
- Dynamic Shear at grade temperature (kPa), 1.00 min

Rolling Thin Film Oven Residue:
- Mass Loss (%), 1.00 max
- Dynamic Shear at grade temperature (kPa), 2.20 min

Pressure Aging Vessel Residue:
- Dynamic Shear at test temperature (kPa), 5,000 max

Creep stiffness at test temperature, stiffness 300 max MPa & m Value 0.300 min

Unless otherwise shown on the plans, all asphaltic concrete pavement placed on city projects shall use PG 64-22 asphalt cement for the full thickness of non-arterial streets, with BC-I and SC-I mix designs for base and surface asphalt, respectively. Arterial streets shall utilize a BM-2 mix design with PG64-22 asphalt cement for the base and PG70-28 for surface. Mill & overlay projects using BM1-B surface mixes shall also use PG 70-28 graded oil. The contractor may substitute an alternate grade of asphalt that complies with or exceeds the upper and lower grade designations for the grade specified. Such substitutions require advanced approval by the Engineer and any additional cost will be the responsibility of the contractor.

Composition of Asphaltic Mixtures:

Aggregates, mineral filler and asphalt shall comply with the requirements, as stated previously in this subsection. The Contractor shall submit to the Engineer before December 31 of each calendar year a complete listing of Individual Aggregate Sieve Analysis, Mix Combination Sieve Analysis and any other pertinent data on the mixes to be used during the following calendar year. The Engineer may use the submitted design in whole or in part, at his discretion. The mix design shall be adjusted as necessary when a change in the source of materials is approved. Any mix design that proves to be unsatisfactory shall be adjusted by the Engineer. There shall not be less than three percent (3%) or more than twenty-five (25%) of material between any two successive sieves in the following series: No. 4, 8, 16, 30 and 50. The requirements for percent retained on the No. 200 sieve (dry screen) will be waived, provided the plasticity index of the mineral filler is four (4) or less.

Salvaged hot mix asphaltic materials may be recycled and combined with new materials to produce asphaltic base course and surface mixtures for use in construction of such base courses and surface courses as required by plans. The combination of salvaged hot mix asphaltic material with new materials shall not exceed thirty-five percent (35%) for base course mixtures or fifteen percent (15%) for surface course mixtures. Recycled materials will not be allowed in the BM-IB surface mixture. All base course mixtures containing recycled asphaltic material shall conform to the standard specification requirements for the base mix used on the project. All surface course mixtures containing recycled asphaltic material shall conform to the standard specification requirements for the surface course mix used on the project.

Gradation Requirements:

Mineral Aggregates Percentage by Weight Retained

Base Sieve Size	**Surface Course BC-I**	**Surface Course SC-I**	**Surface Course BM-2**	**Course BM-IB**
2-1/2"				
1-1/2"				
1"0	0			
3/4"	0-12		0	0
1/2"		0-8		0-10
3/8"	2-35	0-18	8-30	12-26
#4		18-39		39-56
#8	30-66	35-53	42-72	60-76
#10				
#16		50-68		72-87
#20				
#30	60-82	60-80	64-88	79-92
#40				
#50		70-88		84-95
#80				
#100		80-93		88-98
#200	89-96	90-95	90-97	92-98
P-200	4-11	5-10	3-10	2-8

The combined material for asphalt surface course, SC-I, shall contain not less than 47 percent crushed material, including the material passing the No. 200 sieve.

The combined material for asphalt surface course, BM-IB, shall contain not less than 75 percent crushed material, including the material passing the No. 200 sieve. In addition, course aggregate (#4+) used in BM-IB shall have a maximum absorption of two percent.

Design Requirements:

All asphalt mixtures shall conform to the following Marshall requirements when tested in accordance with the latest revision of ASTM D-1559.

Mix Type	**BC-I**	**SC-I**	**BM-2**	**BM-IB**
Min stability (lbs)	1000	1600	1600	1800
Voids (%)	3-7	3-5	3-5	3-5
VFA (%)	**65-78**	**65-78**	**65-78**	**65-78**

BM-IB requirements shall be for a 75-blow Marshall.

3. **Warm Mix Asphalt (WMA).**

Section 405.2, "Materials and Manufacture", add the following:

When using WMA the Contractor shall submit a mix design to the Engineer for review at the preconstruction conference or prior to starting the project. All materials used in the production of WMA

shall comply with the latest City of Wichita Engineering Standard Specifications. The following shall be submitted by the Contractor to Engineer: plant mixing temperatures, temperature range for compacting, WMA technology information and recommended rate of application.

Section 405.3, "Paving Plant", add the following:
WMA may be produced by HMA plant foaming processes and equipment in order to reduce HMA plant production temperatures. WMA chemical and organic additives shall not be allowed on City of Wichita projects. WMA foaming process additive must be on KDOT's prequalified materials list.

Section 405.4, "Paving Plant Operations", add the following:
When using WMA, the mixing temperature may be reduced no more than 30°F for WMA water foaming processes.

Section 405.7, "Placing Requirements", add the following:
All WMA surface course mixtures shall be delivered to the place of construction within a temperature range of between two hundred thirty degrees (230°) F and three hundred thirty-five degrees (335°) F. WMA base mixtures shall be delivered to the place of construction within a temperature range of between one hundred ninety degrees (190°) F and three hundred thirty-five degrees (335°) F. The temperature of the asphaltic mixtures shall be regulated within these limits in accordance with the workability of the mix and the weather conditions. It is the Contractors responsibility to keep the mixture at a suitable temperature that allows proper workability when hand spreading and raking of the material is required in order to meet density requirements.

For WMA mixes containing polymer modified asphalt mixtures with a Performance Grade of 70-28 or greater, and whether for base or surface course, the mixture shall be delivered to the place of construction within a temperature range of between two hundred forty-five degrees (245°) F and three hundred thirty-five degrees (335°) F.

Section 405.8, "Compaction of Mixtures", add the following:
When using WMA, achieve the maximum density before the temperature of the WMA falls below one hundred sixty-five (165°) F. Do not crush the aggregate. On incidental or miscellaneous work, the Engineer may waive the minimum roller requirement if conditions warrant. Roller marks may be removed with a self-propelled static roller when the pavement surface temperature falls below one hundred sixty-five degrees (165°) F for WMA.

4. **Asphalt Pavement Placing Requirements**. Section 405.7, "Placing Requirements", add the following under "Machine Spreading":

When called for in the Project Specific Special Provisions, the contractor shall be required to remix the surface asphalt material hauled to the project site prior to placement. The material transfer device shall be self propelled, capable of moving independent of the paver or attached to the paver. The material transfer device shall perform additional mixing of material and deposit the asphalt into the paver at a uniform temperature and consistency. Acceptable equipment includes a mobile conveyor, material transfer device, shuttle buggy material transfer vehicle, material transfer paver, or paver with remixer conveyor system. The contractor shall take care not to damage the asphalt below the surface course. The contractor must still achieve density requirements in Section 405.8 of the Standard Specification when using equipment listed above. The contractor will not be allowed to dump the wings of the paver receiving hopper during the paving operation.

In addition, replace from the start of the "Placing Temperature" subsection to the end of Section 405.7 with the following:

Placing Temperature:
All asphaltic surface course mixtures shall be delivered to the place of construction within a temperature range of between two hundred sixty degrees (260°) F. and three hundred thirty-five degrees (335°)F. Asphaltic base mixtures shall be delivered to the place of construction within a temperature range of

between two hundred twenty degrees (220°) F. and three hundred thirty-five (335°) F. The temperature of the asphaltic mixtures shall be regulated within these limits in accordance with the workability of the mix and the weather conditions. The temperature of the asphaltic materials shall be maintained at the above indicated maximum temperature when hand spreading and raking of the material is required.

For polymer modified asphalt mixtures with a Performance Grade of 70-28 or greater, and whether for base or surface course, the mixture shall be delivered to the place of construction within a temperature range of between two hundred seventy-five degrees (275º) F and three hundred thirty-five degrees (335º) F.

Weather Limitations for Placing Asphaltic Mixtures:
Asphaltic mixtures shall not be placed on any wet or frozen surface or when the weather conditions otherwise are detrimental to the proper handling or finishing of such mixtures. Asphaltic mixtures shall not be placed when the air temperature as measured in the shade is less than 40°F. Asphaltic base course material with thicknesses of three inches (3") or more may be placed when the air temperature as measured in the shade is 30°F or above with the approval of the Engineer if density and Marshall requirements can be obtained.

For polymer modified asphalt mixtures with a Performance Grade of 70-28 or greater, base mixtures may be placed when the air temperature as measured in the shade is 45ºF or above, and surface mixtures may be placed when the temperature as measured in the shade is 50ºF or above, with the approval of the Engineer and if density and Marshall requirements can be obtained. In addition, the asphalt surface temperature for all subsequent placement after first base lift shall be 50ºF or above.

5. **Coarse Aggregate for Portland Cement Concrete Pavement.** Section 406.2, "Materials", delete the following sentence of the "Coarse Aggregate" subsection:
   "The soundness requirement will be waived if the aggregate meets all the requirements for durability of Class I aggregate as specified in the KDOT Standard Specifications."

6. **Fly Ash Substitution of Portland Cement.** Section 406.2, "Materials", add the following:
   Fly Ash:
   All fly ash shall meet the requirements of ASTM C-618, Class C. Certificates shall be provided identifying the source of the fly ash for review and approval by the Engineer. Fly ash such as produced in furnace operations utilizing liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The maximum substitution of Portland Cement with fly ash in any fly ash-approved city concrete mix shall not exceed 15% by weight. All fly ash suppliers must submit test data from the previous 12 months and monthly reports from then on to support compliance with ASTM C-618. All concrete mix designs, including those with fly ash, shall be approved by the Engineer prior to use.

7. **Added 061215 (sd)**
   Concrete batch tickets. Section 406.2, "Mixing", add the following: Provide a batch slip issued at the batching plant including batch weights of every constituent of the concrete and time of charging of the mixer drum with cementitious material and aggregates. Include quantities, type, product name and manufacturer of all admixtures on the batch ticket for each batch delivered to the project.

8. **Immersion Vibrators.** Section 406.3, "Placing and Finishing", add the following: All concrete pavement, including streets, driveways, valley gutters, and intersections shall be vibrated with an immersion vibrator. Use of a vibrating screed as the sole source for consolidation of concrete pavement will not be allowed.

9. **Sand Cushion.** Section 407.3, "Construction Requirements", replace the first sentence of the sixth paragraph with the following: A sand cushion may be placed on the foundation prior to the construction of sidewalk, driveway approaches and wheel chair ramps when approved by the Engineer. Sand cushion is not allowed under curb and gutter and street pavement.

10. **Sidewalk Slope.** Section 407.5, "Sidewalks", replace the first sentence in the second paragraph with the following:
    Sidewalk shall have a **maximum** cross slope of one-quarter inch (1/4") per foot.

11. **Added 061215 (sd)**
Pavement Markings. Add Section 411 as follows:
411 PAVEMENT MARKINGS
Unless otherwise indicated on the plans, all pavement markings for asphalt pavement shall be thermoplastic; for concrete shall be epoxy. Pavement markings shall be installed per manufacturer's recommendations and shall meet KDOT 2007 Standard Specifications for State Road and Bridge Construction, Section 806 (for a copy of this, go to http://www.ksdot.org/burConsMain/specprov/2007/806.pdf). Full traffic may not be restored (and substantial project completion achieved) until all pavement markings are in place. Should construction timing be such that restoration of traffic becomes necessary during temperatures prohibiting the installation of permanent markings, the Contractor shall install and maintain temporary markings until such time that permanent markings may be properly installed. Except for the material requirement, temporary pavement markings shall be placed equivalent, in every manner (i.e. dimension, frequency, spacing, etc.), to the permanent marking layout. The cost for temporary pavement markings will not be paid for directly, but shall be considered subsidiary to the bid item for "Pavement Markings".

The contractor shall be required to grind off or cover any conflicting pavement markings within the traffic control limits for the project. The pavement markings shall be replaced at the conclusion of the project in accordance with this section. All costs associated with this work shall be subsidiary to the bid item for "Traffic Control". If no "Traffic Control" bid item exists, the costs shall be considered subsidiary to other bid items.

PART 700

1. **Electrical Billing.** Section 701.2, "Contractor Responsibilities", replace the fourth paragraph with the following: The Contractor shall notify the appropriate power company prior to any service connection or attachment to determine the proper type and method of hook-up or installation. The cost of any initial hook-up charge will be paid by the City of Wichita directly to the utility. Electrical service to a contractor provided field office will not be directly billed to the City, but paid for through the bid item provided for the same. The contractor shall not use any City paid utility service for their construction operations.

2. **Added 061215 (sd)**
Ownership and Maintenance of Existing Traffic Signals. Section 701.2, "Contractor Responsibilities", add the following: Upon issuance of the Notice to Proceed, the Contractor will assume all responsibilities associated with ownership and maintenance of existing traffic signals within the project when the project installs a new traffic signal or upgrades any component utilized in the operation of the existing traffic signal. Contractor will have ownership and maintenance of the existing traffic signal until released by the City's Traffic Engineer.

PART 800

- **All AWWA references shall be for the latest revision regardless of the date shown.**
- **All reference to "Appendix 1" shall be considered Appendix D".**

1. **Revised 061215 Approved quarries (sd)**
Type I Pipe Bedding Material. Section 801.2, "Pipe Bedding", item "a)", revise to read as follows: **Type I Pipe Bedding Material** will be crushed rock conforming to ASTM C-33, Gradation No. 67, and will meet all requirements for Portland Cement Concrete Pavement Coarse Aggregate, section 406.2, City of Wichita Standard Specifications.

As of June 12, 2015, approved Suppliers for Type I bedding are:

Dolese	Richard Spurs quarry	Lawton, Oklahoma
Cornejo Quality Stone	Harshman quarry	Moline, Kansas
Martin Marietta	Blake quarry	Severy, Kansas
Whittaker	Whittaker quarry	Winfield, Kansas

2. **Trench Stabilization (Improved Bedding)) for Pipes in Groundwater**. Section 801.4, "Trench Stabilization", delete the second paragraph and replace with the following: Trench stabilization must be installed when any level of groundwater or unstable soils are encountered. Trench stabilization for sanitary/storm sewer pipe will consist of over excavation and placement of Type I bedding material, a minimum of six inches under and on the sides of the pipe, up to middle of the pipe. Any trench stabilization required as a result of surface water entering the trench or to correct inadvertent over-depth trenching will be installed at the Contractor's expense. All Type I bedding material for trench stabilization must be approved by the City's Materials Testing Lab prior to use.

3. **Improved Bedding.** Section 801.5, "Improved Bedding", revise the first sentence under "General" to the following: Improved bedding shall consist of the zone from six inches (6") under the barrel of the pipe extending to a level twelve inches (12") above the top of pipe.

   "Sanitary/Storm Sewer, revise paragraph "a" as follows:

   Improved bedding for rigid pipe shall consist of Type 1 or 2 Pipe Bedding Material under the barrel of the pipe extending up to a level equal to the middle of the pipe. Type 3 Pipe Bedding Material shall be used from this level to a level twelve inches (12") above the top of the pipe.

4. **Rock Bedding for Structures**. Section 801.5, "Structures", add the following: All sanitary, storm sewer, water and traffic structures, including but not limited to Reinforced Concrete Box Culverts, Curb Inlets, Area Inlets, Manholes, Water Vaults, Air Release Vaults and Traffic Service Boxes must have a minimum of 6" of Type I bedding material placed under the structure, to the limits of excavation. Improved bedding material for these structures will not be paid for separately, but will be considered subsidiary to the bid item for the structure itself. All Type I bedding material for sewer and water structures must be approved by the City's Materials Testing Lab prior to use.

5. **Backfill Requirements.** Section 801.6, "Backfilling and Compaction", delete the fifth paragraph under "General" and replace with the following:
   Trenches to be sand backfilled as called out on the plans or in the Project Specific Special Provisions, or when the excavated material is not suitable for backfill material as determined by the Engineer, shall be consolidated by flushing as follows. The top one foot (1') of trenches to be flushed shall be earth backfill compacted to a density equal to or greater than the existing adjacent undisturbed material. Sand backfill material to be flushed shall be placed in six feet (6') maximum lifts when the trench is within alley or street right-of-way, and in twelve feet (12') maximum lifts when the trench is outside of alley or street right-of-way. Each lift shall be thoroughly consolidated by using water jets and vibrators. Consolidation of sand backfill by flushing and vibrating shall result in a final density which equals or exceeds ninety percent (90%) of the standard density. Water shall be applied so that effective settlement is obtained with a minimum amount of water. Trenches shall not be permitted to overflow. Special care must be taken during backfilling, flushing, and compacting operations to prevent pipe from floating. Water shall be introduced into the layer being flushed through a long pipe nozzle and in such a manner that the granular fill, tamped material or the previously placed layer will not be disturbed, and in no case shall the nozzle end be inserted closer than three feet (3') above the top of the pipe.

6. **Boring and Jacking Installation**. Section 802.3 "Pipe Installation by Boring and Jacking Methods", replace the first paragraph and the first two sentences of the second paragraph with the following:
   Water and sanitary sewer pipe shall not be installed by boring and jacking methods directly unless approved by the engineer. All carrier pipes within casing shall be approved restrained joint pipe that shall extend a minimum of three feet (3') past each end of the casing.

   Steel casing shall be installed by boring and jacking methods where specified by the plans. Pipe will not be allowed to be bored and jacked directly.

7. **<u>Casing End Seal.</u>** Section 802.3, "Pipe Installation by Boring and Jacking Methods", add the words "Approved flexible" before "end seals".

8. **<u>Fire Hydrants</u>**. Section 803.3, "Materials", delete the full "Fire Hydrants" subsection and replace with the following for all water projects.

A) General - The fire hydrants supplied under these specifications must meet in every way the American Water Works and New England Water Works Association Standard Specifications for Fire Hydrants for Ordinary Water Works Service, AWWA C502-54, or the latest revision thereof, except as herein specifically noted and as herein supplemented. Section number in most instances makes direct reference to the above AWWA Specification.

B) Traffic Type Fire Hydrant - The fire hydrant shall be of the traffic accident type, so that in the event of traffic accident the barrel will not become broken, nor the main operating stem become broken or bent. Only the safety flange or safety breaker bolts joining the upper and lower barrel sections can be damaged in the event of a traffic accident, which parts shall be easily and quickly replaceable.

C) Fire Hydrant Requirements - The fire hydrant must meet the following requirements:

1) Shutoff shall be with pressure by compression.
2) The inlet connection shall be a 6" mechanical joint. Required glands, gaskets, bolts and nuts required shall be supplied with the fire hydrant. Tee head bolts and nuts shall be of Corten material.
3) **Provisions shall be made for lengthening the hydrant without the necessity of excavation.**
4) All working parts of the valve shall be removable through the top of the hydrant without the necessity of excavation. Removal of parts shall be accomplished with the use of a small hydrant hand tool.
5) All parts entering into the manufacture of the fire hydrants shall be interchangeable.
6) The top of the hydrant shall be so constructed that the operating threads are immersed in a sealed oil or grease reservoir. "O" ring seals shall be used to prevent water and oil leakage. The stem shall be bronze lined where it passes through the "O" rings. The operating nut shall be provided with seal or shield.
7) The interior of the shoe shall be coated with a cement mortar lining in accordance with AWWA C-104-53, or the latest revision thereof; or with a catalyst cured or electro fused epoxy, minimum thickness 10 mils.

D) Fire Hydrant Valve - The fire hydrant valve shall meet the following requirements:

1) The main valve assembly shall be seated in a sub-seat of all bronze material so as to provide bronze to bronze engagement of the valve seat ring and to provide a drainage channel of non-ferrous material.
2) The entire valve assembly, including lower valve plate, shall be bronze or stainless steel. The lower stem, viz. that portion below the lower valve plate, shall be completely enclosed with bronze cap nut or nuts.
3) Valve facing – The main valve shall be faced with balata, hycar rubber, or approved equal.
4) The fire hydrant main valves must move from full closed to full open in not less than 12 complete turns and not more than 18 complete turns of the operating nut.
5) Any spring assembly between the stem and the main valve, used by the manufacturer to facilitate operations, shall be composed of either bronze or stainless steel.
6) The fire hydrant must open left (counter clockwise).
7) The hydrant must have two drain valves for automatic draining of the barrel when the main valve is closed. The City of Wichita Public Works and Water Utilities Material Review Board may grant exceptions to this requirement on an individual hydrant model basis.
8) The main valve shall be designed to provide for flushing at the drain valves during the first four turns of opening the main valve.
9) The main valve opening shall be 4.5 inches unless otherwise specified.

10) The operating nut and cap nuts shall be a 1.5 inch pentagon to match operating nuts on hydrants now in system.

E) Revised 052915 (jk)

Nozzles - The fire hydrant must have three nozzles:

1) Two 2.5 inch nominal nozzles with 2.5 inch national standard thread.
2) One 5 inch Storz pumper nozzle with cable attachment. Chains shall not be accepted.
3) The 2.5 inch nozzles shall be joined to the barrel by either a threaded or twist-lock type joint. The threads provided shall match threads now in service with other fire hydrants in use in the City of Wichita.
4) The hydrant pumper nozzle shall be of one-piece design compatible with 5" Storz hose coupling. The nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer. Storz adapters will not be accepted.

F) Fire Hydrant Materials - The materials used in the manufacture of the fire hydrant shall be as follows:

1) All iron castings shall be made from a superior quality iron and of even grain and must possess a tensile strength of not less than 32,000 pounds per square inch.
2) Flange bolts and nuts shall be of Everdur, stainless steel, or Corten for that type fire hydrant employing drainage between flanges of shoe and barrel.
3) Stuffing box packing must have "O" ring seals for upper stem.
4) Gasket material shall be rubber composition.
5) The epoxy coating shall be applied as follows:
   (a) The casting shall be grit or sand blasted to bare metal, blown free of dust, and then cured by heating to 135°F.
   (b) The coating shall be applied in a dust free area.
   (c) The coating shall be applied in not less than three applications of equal thickness.

G) Fire Hydrant Color - The nozzle caps and bonnet of the fire hydrant shall be red and all other parts above ground shall be aluminum color.

H) Approved Hydrants - A list of approved fire hydrants can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

9. **Separation of Water Mains and Sewers.** Section 803.4, "Separation of Water Mains and Sewers", delete subsection "a" and replace with the following subsections:

a) Gravity Sanitary Sewers. When potable water pipes and gravity sanitary sewers are laid parallel to each other, the horizontal distance between them shall be not less than 10 feet regardless of elevation difference. The distance shall be measured from edge to edge. The laying of water pipes and sanitary sewers shall be in separate trenches with undisturbed earth between them. In cases where it is not practical to maintain a 10-foot separation, equivalent protection shall be required **and approved by KDHE**.

When a water pipe and a gravity sanitary sewer cross and there is 2 feet or more of separation (clear space), no special requirements or limitations are provided herein. In cases where it is not practical to maintain a 2-foot separation, equivalent protection shall be required **and approved by KDHE**.

Joints in the sewer pipe shall be located as far as practical from the intersected water main.

b) Pressure Sanitary Sewers. When a water pipe and pressure sanitary sewer are laid parallel to each other, the same separation rules apply as for gravity pipe.

When a water pipe (including service lines) and a pressure sanitary sewer cross and the pressure sewer is 2 feet or more (clear space) below the water pipe, no special requirements or limitations are provided herein. In cases where it is not practical to maintain a 2-foot separation or the sewer is above, equivalent protection shall be required **and approved by KDHE**.

The remaining subsections under "Separation of Water Mains and Sewers" shall now be:
c) Sewer connections
d) Sewer manholes
e) Storm sewers
f) Drains

10. **Waterline Abandoned in Place.** Section 803.5 "Construction Methods", add the following:
Both ends of all pipes to be abandoned in place shall be plugged with a mechanical joint cap. Pipes abandoned in place having diameters greater than fifteen inches (15") shall be filled with sand or grout and plugged with a mechanical joint cap.

11. **Approved Water Valves**. Section 803.7, "Valves", delete the 3rd paragraph and replace with the following: A list of approved water valves can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

12. **Water Services.** Section 803.12, "Meter Service Connection", add the following:
Water Service Replacement. The Contractor shall replace all water services that are connected to the water mains being replaced. The Contractor shall be paid for the actual number of services installed at the unit price bid for the appropriate water service bid item. Water service tables shall be included in the project plan set. The tables are to be completed by the project Inspector as services are replaced. The Contractor shall provide all information necessary to complete the tables. All water services found as 1" or smaller shall be replaced using 1" service materials, unless otherwise directed by the plans. The Contractor shall provide all materials for the water service replacement bid item, including: installation of the 1" service saddle, 1" service tubing as necessary, 1" meter setter, meter box, ring, and lid. The same shall apply for relocated services – new 1" meter setter, approved meter adapters, meter box, ring, and lid.

Water Meter Replacement. All existing water meters are to be replaced where water services are replaced or relocated. The new water meter shall be located in the same proximity as the existing water meter, where possible. The new water meters are to be set into the new 1" water meter setters using approved adapters, if needed. The Public Works & Utilities Department will provide the new 1" meters at no cost. **All existing 5/8", 3/4" and 1" water meters shall be replaced with new 1" water meters**. Where an existing meter is found to have an ERT, the meter shall be reinstalled into the new 1" water service and the necessary water meter information shall be provided. The new water meters shall be provided by the Public Works & Utilities Department, at no cost to the Contractor. The new meters may be picked up at the Public Works & Utilities Department Maintenance warehouse at 1825 S. McLean Blvd.

The Contractor shall return the old water meters to the Public Works & Utilities Department Maintenance warehouse within three working days of the meter removal unless otherwise directed by the Public Works & Utilities Department as approved by the Engineer. The Contractor shall be required to pick up new water meters from the Public Works & Utilities Department Maintenance warehouse. No more than 20 water meters may be picked up at one time. To pick up the water meters, the Contractor shall contact the warehouse supervisor at (316) 219-8915, and provide the water project number and project description, and the number of which size meter is required, **24 hours in advance of picking up the new meters.** The warehouse supervisor shall record the Contractor's name, project number, water meter sizes, the meter numbers, and provide lists of the water meter numbers to the Contractor, the project Inspector, and to Public Works & Utilities Department at (316) 268-4555 and other Public Works & Utilities Department staff as necessary. When an existing water meter is found, the meter shall be replaced with a new water meter; the project Inspector shall record the address where the old meter was removed, the old meter number, the old meter reading, the new water meter number, the new water meter size, the new meter reading, and confirm the address where the new meter is installed. The project Inspector shall provide the information to the project Engineer, and to Systems Planning of the Public Works & Utilities Department

The meter installation information is to be provided within three (3) working days after the new meter is installed. All new water meters picked up from the Public Works & Utilities Department Maintenance

warehouse that are not installed, shall be returned to the Public Works & Utilities Department Maintenance warehouse. The meter numbers of the meters returned shall be recorded and a list prepared. Copies of that list shall be provided to the project Inspector, the project Contractor, and to Public Works & Utilities Department. The Contractor shall be charged directly for all new water meters that were picked up but not used or returned to the Public Works & Utilities Department warehouse. The water meter adapters to be used on this project shall be of a brand approved for use by the Wichita Public Works & Utilities Department. The adapters shall be brass, easily installed or removed, and have gaskets that may be easily removed or replaced as necessary. The water Contractor shall deliver all existing meter rings and lids that do not meet current City of Wichita standard specifications or are not in suitable condition, to the Public Works & Utilities Department material yard at 1825 S. McLean Blvd. Picking up and transporting the new water meters, the old water meters, and the meter rings and lids, shall be considered subsidiary to the water service installation bid item and not be bid or paid for separately.

ERT Installation. The Public Works & Utilities Department shall be responsible for providing the ERT with all water meters to be installed. The Contractor is responsible for installing the ERT for each water meter installation. Costs for installing the ERT at each water service installation shall be considered subsidiary to the water service installation bid items and not be bid or paid for separately.

Water Service Abandonment, 1" and Smaller: For all water service abandonments included on plans, the contractor will expose the corporation at the water main and shut it off. Water service tubing will be separated from the corporation and the meter box, ring & lid will be removed from the meter setter. The contractor will provide measurements for the corporation in relation to the center line of the nearest streets. Any services not shown on plans that are discovered during construction will require verification from the City before abandonment.

13. **Blocking.** Section 803.14, "Blocking", add the following:
All waterline pipe 20" and larger shall be restrained joint, where necessary, and thrust blocking will not be allowed. Restrained joint pipe will not be called out in the plans, but shall be required as specified by the pipe manufacturer and/or supplier. In addition to a comprehensive lay schedule, the contractor shall be required to provide complete documentation and certification to the Project Engineer from the Contractor that explicitly states in every case that those sections of pipe to be restrained meet or exceed adequate restraint for the pressure class specified.

14. **Water Line Testing.** Section 803.15, "Testing", delete the "General" and "Pressure Tests" sections and replace with the following. Also delete the "Leakage Test" section.

General:
All sizes of water lines, including fittings and connections shall be pressure tested for watertightness by subjecting each section of line to hydrostatic tests in accordance with applicable provisions of AWWA C-600, except as modified below. The contractor shall provide all equipment, material, and labor to perform the required testing.

Pressure/Leak Tests:
Water lines, including all fittings and connections to the water mains shall be tested for watertightness by subjecting each section to pressure/leak test. The pressure shall be measured at the lowest end of the section under test. The pipe is to be tested at a test pressure of 150 psi. The duration of the test is to be two hours unless otherwise directed by the Engineer. Each section of the project is to be tested separately as per AWWA C-600, or as modified by these specifications. A section of less than 500 feet may be tested with the next adjacent section, however, testing of sections longer than 1/2 mile in total pipe length shall not be allowed unless written approval from the Engineer has been provided.

Pressure/leak testing may begin only after appropriate backfilling has been completed and the last concrete thrust block has set for seven days, unless high early strength concrete was used, in which case the block must set for 36 hours prior to testing. The pipe to be tested shall be filled slowly with water and allowed to stand for 24 hours to allow for absorption. After the 24-hour period, the test may begin. Any exposed valves, fittings, pipe sections, and fire hydrants, etc., shall be examined during the pressure/leak test for cracks, leaks, or other signs of leakage. The pipe section is to be pumped to 150 psi and the

pressure gages observed for the duration of the test. The pressure shall not vary more than 5 psi during the testing period with no additional water added. The pipe sections that do not pass testing, shall be repaired or replaced with sound material as directed by the Engineer, at the expense of the Contractor. The test shall be redone after repairs have been made. Only after the section has passed the test shall the section be accepted.

15. **Tracer Wire**. Add Section 803.17 as follows:
803.17 TRACER WIRE
All water line installations shall include a tracer wire and test stations as referenced by the City of Wichita Standard Water Assembly Detail (WL-101).

16. **Ductile Iron Pipe Requirement.** Section 803.3, "Materials", add the following under "General":
e) Ductile Iron Cement Lined (DICL) pipe shall be used any time the length of pipe to be installed is 11' or less. If a change to the project occurs that requires a run of pipe less than or equal to 11' long, or the plans failed to show DICL for the same, the contractor will be compensated for additional cost, if necessary, as agreed to by the Engineer.

17. **Butterfly Valve Orientation.** Section 803.3, "Materials", add the following under section "c" of "Water Valves": Mechanical Joint Butterfly Valves shall be installed such that the operator is adjacent to the closest property line.

18. **Sanitary Sewer Couplings.** Section 804.2, "Materials", add the following: Allowed couplings for sanitary sewer connections are as follows:

PVC to VCP Connections:
- 8" pipe connections – non-shear repair couplings will be required.
- Greater than 8" pipe connections – Fernco couplings (concrete encased) are allowed.

Private Laterals, Schedule 40 PVC to VCP Connections:
- 4" & 6" pipe connections - non-shear repair couplings will be required.

PVC to PVC Connections:
- When connecting plastic pipe to plastic pipe, a gasketed plastic coupling of the same material and schedule or SDR as the pipe shall be used, for 8" diameter pipe or larger. For 4" and 6" diameter pipes, the coupling may be gasketed or solvent welded.

Approved Non-Shear Couplings for 4", 6" and 8" pipes:
- **Cascade Couplings**
- **Shear Guard Couplings by Indiana Seal**

The Contractor is to supply and install additional laminated gaskets as may be needed due to variances in outside diameter of existing materials. Cost of additional gaskets shall be subsidiary to the installation of the pipe.

Fernco Coupling Specifications:
Fernco couplings shall be banded with two stainless steel bands on each side of the coupling and each band shall be sealed in position at the junction of the band screw and band thread with a two part epoxy. The coupling shall be encased in concrete.

All Cascade and Fernco style couplings of any style shall be wrapped with 8-mil polyethylene wrap (polywrap) to prevent corrosion. The polywrap shall be continuous, securely taped and provide a continuous barrier between the coupling and surrounding pipe bedding or concrete. All couplings, regardless of the material, shall be bedded with Type I bedding a minimum of 6" on all sides.

19. **Sanitary Sewer Pipe – Ductile Iron.** Section 804.2, Stormwater/Sanitary Pipes, remove part "e", "Ductile Iron Pipe (Sanitary)" from the specifications. Ductile iron pipe is not allowed for sanitary sewer construction on City of Wichita projects.

20. **Corrugated High Density Polyethylene Pipe.** Section 804.2, "Materials", add the following:
Storm Water Pipe:
Corrugated High Density Polyethylene Pipe -

1. Material

Corrugated High Density Polyethylene (HDPE) pipe for storm water shall conform to ASTM F2306 and AASHTO M294, or the latest revisions thereof, and shall be Type S or Type SP (Perforated – only when specified) only. All HDPE pipe joints shall consist of integral bell and spigot with rubber gasket that meets specification requirements of ASTM F477. Bell shall span over three (3) spigot corrugations. All joints shall be soil tight, per ASTM F2306, paragraph 6.6.3.1, and AASHTO M294.

2. Size

HDPE pipe shall have an I.D. equivalent to the pipe size specified by the project plans. **The maximum allowable inside diameter for HDPE pipe shall be thirty (30").**

3. Connections and Fittings

Fittings/connections will only be allowed in repair situations, and as approved by the City's Construction Engineer. No fittings will be allowed between dissimilar materials. Connection to an existing pipe, regardless of the existing pipe material, shall be by means of a structure, to be designed into the project. All fittings to be used for HDPE to HDPE connections shall not reduce or impair the overall integrity or function of the pipeline and shall meet the requirements of AASHTO M294 and ASTM F2306. Fittings may be either molded or fabricated, and shall be soil tight. Common corrugated fittings include in-line joint fittings such as couplers and reducers, and branch assembly fittings such as bends, tees, wyes and end caps. Only fittings supplied or recommended by the manufacturer, and as approved by the Construction Engineer, shall be used. The cost of such fittings, adapters, and connections shall be considered subsidiary to the HDPE pipe bid item, and will not be bid or paid for separately.

4. Allowable Use

HDPE pipe will only be allowed when specified on the plans or in project specific provisions. HDPE pipe placement within the street right-of-way, including under pavement, shall only be permissible for roadways that carry less than 3,000 vehicles per day.

The last run of pipe to an end section, headwall, ditch or other such facility must be concrete. HDPE pipe shall always terminate at a manhole or other type structure, and no exposed pipe will be permitted. The use of HDPE pipe as a road or driveway culvert will only be allowed as approved by the City Engineer's office.

5. Installation

Pipe bedding shall be improved Type 1 or Type 2 per Section 801.2 and 801.5 (Flexible Pipe) of the Standard Specifications, with the following modification. Improved bedding shall be placed a minimum of six inches (6") under the barrel of the pipe to twelve inches (12") above the pipe, or to within two feet (2') of final grade, whichever is higher.

There is to be a minimum of thirty-six inches (36") of cover above the top of pipe, as measured from the top of curb in street right-of-way, and from proposed ground level in side and back lot easements.

The minimum trench width shall be 1-½ times the pipe diameter plus twelve inches (12").

Installation of HDPE pipe shall be by methods approved by the Construction Engineer, and per the manufacturer's recommendation. Methods other than approved shall not be allowed. Any installation of HDPE pipe by methods that are not approved shall be removed and reinstalled at the expense of the Contractor.

6. Testing

The Contractor shall televise and mandrel the HDPE pipe thirty (30) days after construction. Any barrel deflection of the pipe (reduction of the barrel base inside diameter) greater than 5% will require the reinstallation or replacement of the pipe by the Contractor. Any penetration of the pipe that is encountered during televising will also be reinstalled or replaced by the Contractor, at no additional cost to the project. Repairs will be made per the manufacturer's recommendation and as approved by the Construction Engineer. The cost of all testing shall be considered subsidiary to the HDPE pipe bid item, and will not be bid or paid for separately.

Mandrel testing shall be completed per City of Wichita Standard Specifications. Televising of HDPE pipe shall be per the following.

HDPE Storm Sewer Pipe – Televising Specifications

All HDPE storm sewer pipe being televised by private companies shall conform to the following set of standards:

Videos may be submitted by Compact Disc (CD) or DVD. CD's and DVD's shall be of high quality and clarity.

Videos and written logs shall be clearly labeled with project name, project number and clear reference to the location of storm sewer work.

The camera operator shall provide an audio description to clearly identify the segment being televised. They shall locate the line being televised from the closest north-south street and east-west street. Beginning and Ending structures shall be called out using the stationing and line number references as shown on the construction plans.

Televising will begin at the center of the upstream manhole and will run continuously to the center of the downstream manhole. The center of the upstream manhole shall be set at 0 ft and the video shall show the complete footage of each line. Any breaks or incontinuities in the video recording will result in the video being rejected and a new and complete video will need to be submitted.

Approximately one inch simulated flow shall be added to show flow grade.
Camera shall be pulled in the same direction as the flow, unless approved in writing by the City Engineer's office.

Camera travel must be slow enough that the reviewer can easily have three seconds to view the entire circumference of the pipe before the camera passes by any location.

Contractor shall identify on the video and on the written log, each feature observed. Any specials features shall be identified by station, left or right. The operator shall pause the camera at each feature such that it will be clearly visible on the screen for review, and pan/tilt/rotate the camera head to obtain a clear view of the entire outside perimeter of the pipe.

For any potential defect, such as a gapped joint, the camera shall stop, pan/tilt/rotate and observe the entire defect. This means left, right and top shall be clearly visible for review.

The camera operator will provide an audio description of every feature viewed.

If a cleaner head is pulled ahead of the camera, it shall not be operated unless it is necessary to lower the flow level to view taps, risers and other features. When a cleaner head is used in front of camera it shall be positioned no closer than three feet to the camera. If necessary to pressurize the cleaner nozzle to view a defect or connection while the camera is stationary, the simulated flow level must be re-established prior to the televising continuing after the pressure is removed from nozzle. If the nozzle must be pressurized for a length of pipe where the camera is not stationary, after the nozzle pressure is off, the camera must be returned to the starting point where the cleaner was pressurized and travel through the same area with simulated flow.

The Project Construction Engineer shall be notified in advance when the televising is to take place (specification requires televising to be completed a minimum of thirty days after completion of the project), and the video and written logs shall be submitted to the Construction Engineer's office within one week of completion.

21. **Manholes/Inlets Manhole Coatings and Joint Wraps.** Section 804.4, "Manholes/Inlets", item "Precast Concrete Manholes Type P",

Replace Section f) with the following:

All interior surfaces of precast manholes shall receive a troweled or broomed grout finish to fill any voids and irregularities prior to applying epoxy paint. All inside surfaces of the manhole that will be exposed to sewer gases shall be coated with two coats of approved epoxy paint. A list of approved epoxy paints can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

Add the following sections:

i) Exterior manhole walls shall be coated with an approved waterproofing membrane system. A list of approved waterproofing membrane systems can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

j) All manholes with a pipe size greater than or equal to 15" shall have an approved epoxy lining system applied to interior surfaces in lieu of the epoxy paint listed in section (f). A list of approved epoxy lining systems can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

k) All manhole section joints that will be in groundwater or installed at a depth greater than 12ft shall be wrapped with an approved External Joint Seal. A list of approved External Joint Seals can be found on the City of Wichita website at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

22. **Sanitary Sewer Testing.** Section 804.5, "Testing", replace the second sentence under "Pipeline Testing and Inspection", regarding sanitary sewer air testing, with the following:

All sanitary sewers constructed, regardless of size or pipe type, will be air tested by the contractor, per the specifications in this section. If a bid item is not included for testing, all costs associated with air testing shall be considered SUBSIDIARY to other items of work.

Also replace the entire fifth paragraph, regarding deflection testing, with the following:
Unless otherwise directed by the plans or Project Specific Special Provisions, all flexible and semi-rigid pipe shall be tested for deflection after installation and backfill. Deflection may be tested by a mandrel or by direct measurement of the vertical diameter of the pipe. Pipe that has deflected more than five percent (5%) of its nominal dimension shall be reconstructed, repaired or reconstructed by the Contractor at his expense. The reconstructed pipe shall also be tested for deflection. All deflection testing shall be completed by the contractor, including necessary equipment and labor, regardless of the number of tests required to achieve acceptance. All new sanitary sewer pipe will be televised by the City one time. If corrections/repairs are necessary for any reason, re-televising will be the responsibility of the contractor.

23. **Added 061215 (sd)**
Sediment Removal for Storm Water Treatment Devices. Add to Section 804.6 as follows:
Storm Water Treatment Device Sediment Removal
Upon completion of all permanent seeding and sod placement, the Contractor shall remove all sediment and trash from any Storm Water Treatment Devices installed on the project. Final Acceptance of the project will not be given until the Contractor completes the required cleaning. All sediment and trash removed shall be disposed of properly in accordance with all City, State, and Federal regulations.

24. **Pressure Sanitary Sewer.** Add Section 804.7 as follows:
804.7 PRESSURE SANITARY SEWER
Locating and Testing
a) **Tracer Wire/Signage.** All pressure sanitary sewer installation shall include tracer wire and signage as shown on the City of Wichita Standard Detail (SS-106).

b) **Testing.** All pressure sanitary sewer shall be tested similar to waterlines per section 803.15

25. **Form High Modulus PVC Liner Pipe.** Delete Section 806. Folded and expanded PVC pipe is not allowed.

26. **Pipe Lubrication.** Section 808.3, "Pipe Lubrication System", add the following: All pipe lubrication shall be required to be a non-toxic lubricant.

PART 900

1. **Landscape Specifications.** Part 900 has been revised and is available at QuikPrint (217 Pennsylvania (316) 942-2208) or online at http://www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx (November, 2011). The Contractor shall take special note of the revised "Maintenance/Acceptance" and "Payment" specifications for seeding and sodding.

2. **Turf Restoration/Temporary Erosion Control.** Section 901, "General", replace the second and third paragraph with the following, to reflect a change in payment of temporary erosion control blanket:

> All areas disturbed by construction that are adjacent to developed properties shall be restored with sod to match the existing turf type, as shown on the plans. A property shall generally be considered developed if occupied by a residential or commercial structure, parking lot, or other facility used on a regular basis. Restoration of disturbed areas shall include, but not be limited to, top soil preparation, fertilizer and sod installation. All sodding work shall be in accordance with the specifications in this section and City of Wichita Administrative Regulation 6.5 or the current version. The regulation governs cleanup and restoration or replacement following construction. The plans shall indicate the estimated square yards of disturbed area to be sodded, within the projected construction limits for the project. The contractor shall be responsible for restoring all areas **disturbed** by construction, including those outside construction limits shown on the plans. When the weather/season prevents the installation of sod the Contractor shall be responsible for installing approved erosion control blanket at the back of curb (8' minimum width) where all drainage goes to the street; and through full ditch/swale/slope sections where drainage goes elsewhere. The temporary erosion control blanket is to be removed before the sod is placed. All costs for installation of temporary erosion control blanket shall be paid for through the final measured bid item for the same. All costs for sod installation, including removal of the temporary erosion control blanket, shall be considered subsidiary to the bid item "Sodding", or equivalent. In the absence of a bid item for sod installation, all associated work shall be considered subsidiary to other bid items.
>
> All areas disturbed by construction that are adjacent to non-developed properties shall be restored by seeding with a mixture of Ryegrass (applied at a rate of 50 lbs per acre) and Buffalo grass (applied at a rate of 200 lbs per acre). A property shall be considered non-developed if vacant land and/or is used primarily for agricultural purposes. Restoration of disturbed areas shall include, but not be limited to, topsoil preparation, fertilizer, and seeding. All seeding work shall be in accordance with the specifications in this section and City of Wichita Administrative Regulation 6.5 or current version. The regulation governs cleanup and restoration or replacement following construction. The plans shall indicate the estimated square yards of disturbed area to be seeded,

within the projected construction limits for the project. The contractor shall be responsible for restoring all areas **disturbed** by construction, including those outside construction limits shown on the plans. When the weather/season prevents the placement of seed the Contractor shall be responsible for installing approved erosion control blanket at the back of curb (8' minimum width) where all drainage goes to the street; and through full ditch/swale/slope sections where drainage goes elsewhere. The temporary erosion control blanket is to be removed before the permanent seed is planted. All costs for installation of temporary erosion control blanket shall be paid for through the final measured bid item for the same. The Contractor shall be responsible for installing approved permanent erosion control blanket over all seeded areas. All costs associated with permanent seeding and permanent erosion blanket, including removal of the temporary erosion control blanket, shall be considered subsidiary to the bid item "Seeding", or equivalent. In the absence of a bid item for seeding, all associated work shall be considered subsidiary to other bid items.

3. **Erosion Control Blanket for Permanent Seeding.** Replace Section 902.7, "Erosion Control Blanket", with the following:
When permanent seeding is specified but weather or seasonal limitations prevent the planting of the permanent seed, an approved erosion control blanket shall be installed at the back of curb (8' minimum width) where all drainage goes to the street; and through full ditch/swale/slope sections where drainage goes elsewhere. The temporary erosion control blanket is to be removed before the permanent seed is planted. All costs for installation of temporary erosion control blanket shall be paid for through the final measured bid item for the same.

   When permanent seeding is specified, an approved control blanket shall be installed over the entire seeded area, unless otherwise indicated in the plans or provisions. All costs for the erosion control blanket shall be subsidiary to the bid item "Seeding", or equivalent.

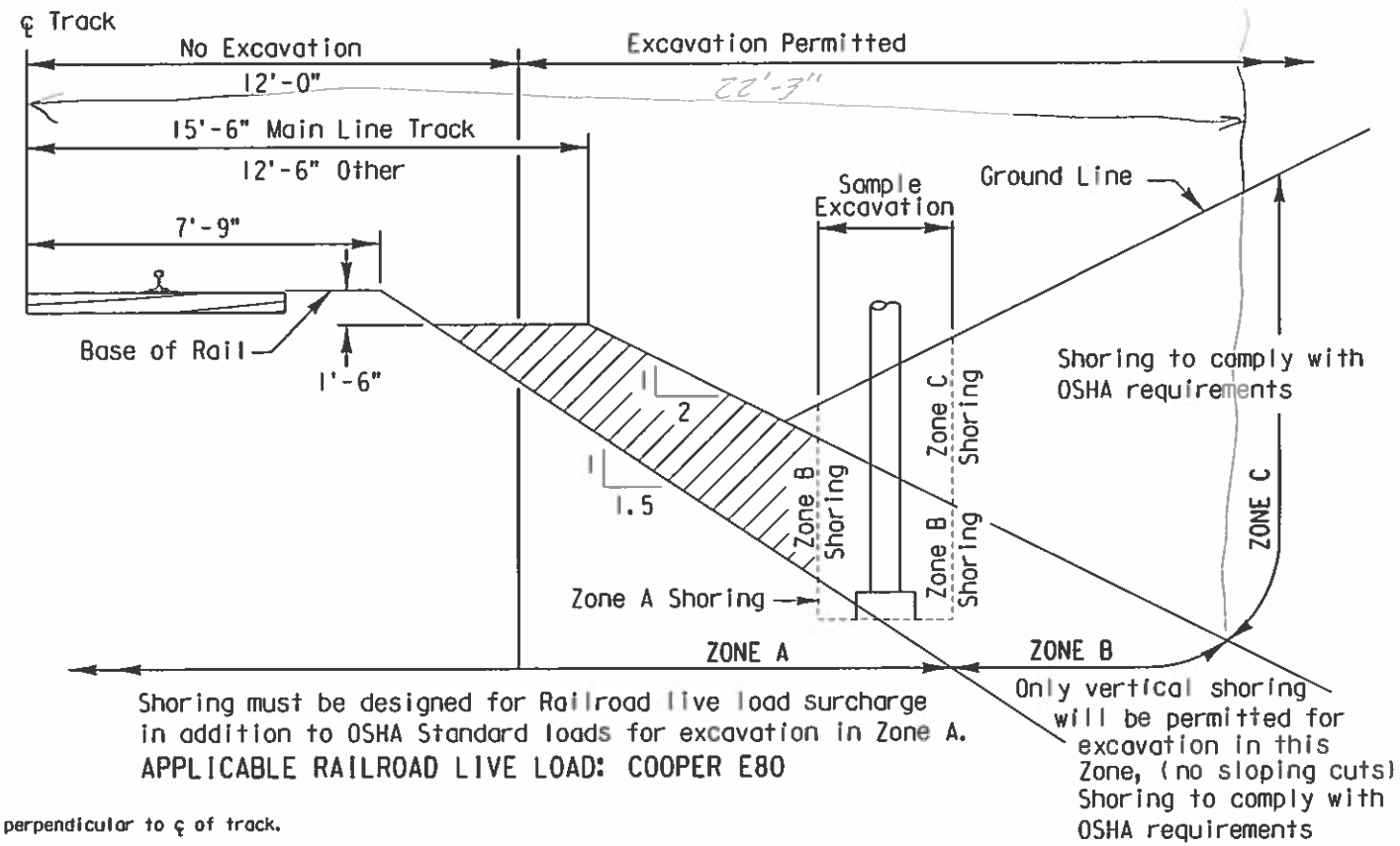
4. **Erosion Control Blanket for Temporary Seeding.** Section 902.8, "Temporary Seeding", replace the last paragraph with the following:
When temporary seeding is placed, an approved erosion control blanket shall be installed at the back of curb (8' minimum width) where all drainage goes to the street; and through full ditch/swale/slope sections where drainage goes elsewhere. The erosion control blanket is to be removed before the permanent seed is placed. All costs for installation of temporary erosion control blanket shall be paid for through the final measured bid item for the same.

5. **Erosion Control Blanket for Sodding.** Section 903.6, "Erosion Control Blanket", replace with the following:
When sodding is specified but weather or seasonal limitations prevent installation of the same, an approved erosion control blanket shall be installed at the back of curb (8' minimum width) where all drainage goes to the street; and through full ditch/swale/slope sections where drainage goes elsewhere. The temporary erosion control blanket is to be removed before the sod is installed. All costs for installation of temporary erosion control blanket shall be paid for through the final measured bid item for the same.

Appendix 1

1. **Appendix 1 - "Water Main Disinfection Procedures"**
   Delete Appendix 1 and replace with Appendix D from the KDHE minimum design standards.

Exhibit A



GENERAL EXCAVATION ZONES

SCALE: (NOT TO SCALE)

GENERAL NOTES:

All dimensions are measured perpendicular to ℄ of track.

Prior to commencing any work, the contractor shall submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed. The contractor shall install the temporary shoring system per the approved plans. Design of the temporary shoring system to comply with **GUIDELINES FOR TEMPORARY SHORING.**

For excavations which encroach into zone A or B, shoring plans shall be accompanied by design calculations. Plans and calculations must be signed and stamped by a Professional Engineer registered in the state where the work will be performed.

REVISIONS		
DATE	LTR.	DESCRIPTION
5/03	1	FORMERLY UPRR C.E. 109613
/		
/		
/		
/		
/		

DESIGN BY: PGP | DRAWN BY: JFB | CHECKED BY: AA

APPROVED:

K.H. Jennison
BNSF - ASSISTANT DIRECTOR STRUCTURES DESIGN

Greg J. Mayer 8-1-04
UPRR - MGR SPECIAL PROJECTS STRUCTURES DESIGN

BRIDGE STANDARDS

GENERAL SHORING REQUIREMENTS

FILE OWNER: UPRR | DATE: 5-8-03
PLAN NO.: 710000 | SHEET: 1 OF 1

Figure 1

REQUIRED CONTRACT PROVISION

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT
K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

NONCOLLUSION
I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT
I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

The exceptions, if any, are:

_____
_____
_____
_____

REQUIRED CONTRACT PROVISION

DECLARATION
LIMITATIONS ON USE OF FEDERAL FUNDS FOR LOBBYING
PURSUANT TO 31 U.S.C. 1352

The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Declaration and the certifications contained therein.

DEFINITIONS:

1. Designated Entity: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the Federal government. (Federal Aid Highway Program is considered a grant program.)
3. Influencing (or attempt): making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of a Federal contract or Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State, or local government.
5. Recipient: All contractors, subcontractors, subgrantees, at any tier, and other persons receiving funds in connection with a Federal grant.

EXPLANATION:

As of December 23, 1989, 31 U.S.C. Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this law, recipients of Federal grants shall not use appropriated funds to pay any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant or the extension, continuation, renewal, amendment or modification of a Federal grant. These restrictions apply to contracts and grants exceeding $100,000.00. Federal law requires submission of this declaration. If a recipient fails to file the declaration or amend a declaration, the recipient shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure. If the recipient uses appropriated Federal funds to influence or to attempt to influence a designated entity contrary to this provision, the recipient shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such payment.

CERTIFICATIONS:

I certify that the Contractor recipient (including its owners, partners, directors, officers, or principals) has not paid and will not pay federally appropriated funds to any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant, or the extension, continuation, renewal, amendment or modification of a Federal grant.

The following person(s) if any, is registered under the Lobbying Disclosure Act of 1995 (Registrant) and has made lobbying contacts on the Contractor recipient's behalf with respect to this contract.

_____

_____

_____

I certify that the Contractor recipient will report payments made to a person for influencing or attempting to influence a designated entity, that come from funds other than appropriated Federal funds. The Contractor recipient shall report such payments on Form LLL "DISCLOSURE FORM TO REPORT LOBBYING" according to the instructions and may obtain Form LLL from the KDOT Bureau of Construction and Materials.

I certify that, if information contained in this DECLARATION changes, the Contractor recipient will amend the DECLARATION within 30 days of the change(s).

I certify that the Contractor recipient will provide to and require subcontractors to sign a like DECLARATION, if the subcontract work exceeds $100,000.

The Contractor recipient understands that this declaration is a material representation of fact and the Local Public Authority will have relied upon this declaration in entering into a contract with the Contractor recipient.

_____

NOTE: This Reporting requirement does not apply to payments made to the recipient's regular employees and contracts, subcontracts, and grants less than $100,000.

REQUIRED CONTRACT PROVISION
DBE CONTRACT GOAL

The percentage goal to be subcontracted to KDOT-Certified DBE firms on this contract is __10% _____.

List all KDOT-Certified DBE subcontractors to be utilized. For each DBE subcontractor, identify the line item(s) of work from the Unit Prices List and the dollar value of the work to be subcontracted to the DBE.

IDENTIFICATION OF DBE PARTICIPATION

Name of KDOT-Certified DBE Subcontractor & Associated NAIC Code	Line Item Number	$ Value of work (including DBE Mobilization, if any)	$ Value of DBE Mobilization (even if $0.00)
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____

Total KDOT-Certified DBE $ _____

Total KDOT-Certified DBE Mobilization $_____

_____
(Bidder Number and Name)

(Note: Total Dollar Value of DBE Mobilization, if any, shall equal the bid amount for Bid Item "MOBILIZATION (DBE)". Also include the Dollar Value of DBE Mobilization in the Dollar Value of Work column above. If additional sheets are needed, attach to this sheet. However, show the contract total on this sheet. A list of KDOT-Certified DBEs can be found in the Directory of Disadvantaged Business Enterprises at KDOT's website: http://www.ksdot.org/divAdmin/DBEConstruction/dbedir.aspx.

Rev. 04/15

REQUIRED CONTRACT PROVISION

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 “SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY CONTRACTUAL REQUIREMENT” (11-15-96, latest revision) set forth in this Contract, and the following "Equal Opportunity Clause":

> "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, age, sex, disability, color, or national origin. 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, and on-the-job training."

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

COVERED AREAS IN STATE OF KANSAS	TIMETABLE	TRADE	% GOALS MINORITY	% GOALS WOMEN
All Counties	Until Further Notice	Aggregate Work Force		6.9
Johnson and Wyandotte	Until Further Notice	Aggregate Work Force	12.7	
Anderson, Atchison, Brown, Doniphan, Franklin, Leavenworth Linn, and Miami	Until Further Notice	Aggregate Work Force	10.0	
Jefferson, Osage and Shawnee	Until Further Notice	Aggregate Work Force	9.0	
Butler and Sedgwick	Until Further Notice	Aggregate Work Force	7.9	
City of Lawrence in Douglas County	Until Further Notice	Aggregate Work Force	7.2	
Clay, Coffey, Geary, Jackson, Lyon, Marshall, Morris, Nemaha, Pottawatomie, Riley, Wabaunsee and Washington	Until Further Notice	Aggregate Work Force	8.5	
Barber, Barton, Chase, Chautauqua, Clark, Comanche, Cowley, Edwards, Elk, Finney, Ford, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, McPherson, Marion, Meade, Morton, Ness, Pawnee, Pratt, Reno, Rice, Rush, Scott, Seward, Stafford, Stanton, Stevens, Sumner and Wichita	Until Further Notice	Aggregate Work Force	5.7	
Allen, Bourbon, Cherokee, Crawford, Labette, Montgomery, Neosho, Wilson and Woodson	Until Further Notice	Aggregate Work Force	2.3	
Cheyenne, Cloud, Decatur, Dickinson, Ellis, Ellsworth, Gove, Graham, Jewell, Lincoln, Logan, Mitchell, Norton, Osborne, Ottawa, Phillips, Rawlins, Republic, Rooks, Russell, Saline, Sheridan, Sherman, Smith, Thomas, Trego and Wallace	Until Further Notice	Aggregate Work Force	1.5	

3. These goals are applicable to all the Contractor's construction work (whether or not it is federal or federal 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.

4. The Contractor's compliance with the Executive Order and the regulations in 41 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 women 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 hours worked by women and minorities to fulfill “Bid Item Trainee” do not count toward the Contractor’s employment goals. The transfer of minority or women 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 in each craft utilized.

5. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, Two Pershing Square Building, 2300 Main St, Suite 1030, Kansas City, Missouri 64108, within ten working days of award of any construction subcontract in excess of $10,000, at any tier, for construction work under the Contract resulting from this solicitation. In addition to the estimated dollar amount of the subcontract, the estimated starting and completion dates of the subcontract, and the geographical area (city, county, and state), in which the subcontract is to be performed. The notification shall list the name, identification number, address, and telephone number of the subcontractor.

01-26-09 OCR (DW)
Format alterations
Jul-09 Letting

REQUIRED CONTRACT PROVISION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY CONTRACTUAL REQUIREMENT

1. General:

Equal employment opportunity requirements to NOT discriminate and to take affirmative action to assure equal employment opportunity shall apply to all Contractors, subcontractors and suppliers who have a contract, subcontract or purchase order that equals or exceeds $10,000.

A. Federal Aid Projects
The specific affirmative action requirements for these contracts are imposed pursuant to 41 CFR Part 60-1, 60-250, 60-741, 23 CFR Parts 633 and 230, FHWA Form 1273 and the Americans With Disabilities Act of 1990.

B. State Funded Projects
The specific affirmative action requirement for these contracts are imposed pursuant to the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq. as amended and the rules and regulations promulgated thereunder.

The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.); the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.)(ADA) and to not discriminate against any person because of race religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are bind upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements set forth herein or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the Kansas Department of Transportation (KDOT) or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the KDOT or the Kansas Department of Administration. The provisions of this paragraph, with the exception of those relating to the ADA, are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with KDOT cumulatively total $5,000 or less during the fiscal year.

2. Equal Employment Opportunity (EEO) Policy:

A. The Contractor will accept as a minimum 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, age, sex, color, disability, national origin, or veteran status. Such action shall include: employment, upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, wages, benefits, and selection for training including preapprenticeship, apprenticeship and on the job training."
All other EEO requirements will need to be incorporated by each Contractor into their policy.

B. Annually the Contractor will send to the KDOT Office of Civil Rights (OCR) one copy of the company's EEO policy signed and dated by the company's Policy Officer. The EEO Policy must be approved by the KDOT before the award of a contract, subcontract or purchase order over $10,000. Contractors are encouraged to submit their policies for approval before bidding projects so as not to delay contract or subcontract award. Firms with more than 50 employees must also submit an Affirmative Action (AA) plan.

C. To comply with requirements of TEA 21, all Contractors and subcontractors must annually provide information on the firm's age, gross receipts, and work type. This information will be due on the same date as the EEO policy, and is required before a Contractor can perform work.

3. Contents of EEO Policy/AA Plan:

A. The minimum operating statement listed in 2.A and additions designated by the company to comply with all relevant laws.

B. The designation of the EEO Officer responsible and capable of effectively administering and promoting an active EEO program and the designation of the full authority to do so.

C. The company's recruitment policy with specific actions to be taken for the coming year, relevant to the current work force.

D. Certification that the Contractor does not maintain or permit any segregation of its facilities and that no employee will be denied access to any facility based on sex or disability.

E. The company's training and promotion policy to upgrade the skills of minorities and women.

F. The Company's personnel actions in regard to job site inspection, wages, benefits, transfers, demotions, layoffs, terminations, promotions, new hires and upgrades, and the company's complaint procedure.

4. Dissemination of EEO Policy /AA Plan:

A. 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 equal employment opportunity in each grade and classification of employment. To confirm that the above agreement will be met, the following actions will be taken and documented as a minimum:

(1) 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 or other knowledgeable company official.

(2) All new supervisory or personnel employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following reporting for duty with the Contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

B. In order to make the Contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) 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.

(2) The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by meetings, employee handbooks, and other appropriate means. Meetings should be conducted periodically and documented to confirm new employees are included.

5. Unions:

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use best efforts to obtain the cooperation of such unions to increase opportunities for minorities 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 equal employment opportunity 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, age, sex, disability, national origin, or veteran status.

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 KDOT 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 female 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, age, sex, disability, national origin, or veteran status; making full efforts to obtain qualified and/or qualifiable minority group members and women. (The U.S. Department of Labor 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, for federal or federal-aid construction projects, and these special provisions, such Contractor shall immediately notify the KDOT.

6. Subcontracting:

The Contractor, when seeking to subcontract a portion of the work on this project, is required to take affirmative action to consider DBEs as potential subcontractors. In the event assistance is needed to locate or obtain a list of potential DBEs, the KDOT's Plans and Proposals Section and the OCR may be contacted.

"Disadvantaged Business Enterprises" are businesses which have been certified as disadvantaged by the OCR and are listed in the current DBE directory which is also available at www.ksdot.org.

The Contractor will certify on DOT Form 260 that all EEO provisions applicable to this contract are included in all subcontracts.

The Contractor will exert concerted efforts to train and develop DBEs by providing direct assistance in such areas as preparing quotations, understanding highway construction plans and standard specifications applicable to the portion(s) of the work to be subcontracted, and familiarizing DBEs with business practices and other actions which will facilitate their development into viable highway construction Contractors.

By making systematic written and verbal contact with DBEs likely to have an interest in highway construction work, the Contractor will make every effort to solicit DBE subcontractor quotes. Additionally, the Contractor will not restrict DBEs in the furnishing of subcontractor quotes to any other bidder/Contractor who may be preparing bid proposals for submission on this Contract.

In order to afford DBEs an opportunity to participate as subcontractors on portions of the work to be subcontracted, it is required that itemized quantities and particular incidentals to such work be furnished to DBEs in order to solicit quotes for prospective subcontractors. Bid solicitation should be directed only to those Contractors whose specialties and skills encompass those bid quantities for which bids are being solicited.

The Contractor will affirmatively solicit the interest, capabilities, and prices of DBEs and document results of such solicitation in detail. The Contractor fully understands that requests for Approval of Subcontractor (DOT Form 259) submitted to the KDOT for approval may be denied if such affirmative action cannot be demonstrated when requested. When requested to establish evidence of affirmative action being taken, the prime Contractor shall provide:

A. Copies of letters and requests for bids sent to potential DBEs and of certified mail receipts.

B. Copies of letters and bid quotes received from DBEs. Copy of the letter and bid quote received from the subcontractor for whom the Request for Approval is submitted, if the subcontractor is not a DBE.

7. Required Notices and Posters:

A. Required on State Funded and Federal-Aid Projects:
1. Unemployment Insurance Notice K-CNS 405
2. Workers Compensation Law K-WC 40
3. Kansas Equal Opportunity
4. Child Labor K-ESLR 100

B. Required on Federal-Aid Projects Only:
1. Contractor's EEO Policy and Contact Number for EEO Officer
2. Wage Rate Information FHWA 1495 and 1495A
3. Wage and Hour Posters WH 1321 and WH 1088
4. Fraud Notice FHWA 1022
5. Equal Opportunity Poster
6. Job Safety and Health Poster OSHA 3165 and 3167
7. Contract Wage Rates
8. Family Medical Leave Act WH 1420
9. Polygraph WH 1462
10. Government Contracts WH 1313

8. Noncompliance with EEO/AA Requirements:

A. KDOT will not award a contract, approve a subcontract or sign a purchase order until the required EEO/AA policy has been submitted to and approved by the KDOT Civil Rights Administrator in the OCR.

B. If discrimination, harassment or a hostile work environment exists on any project, the KDOT will take every action needed to confirm the problem is corrected in a timely manner. KDOT will also monitor the project to determine if retaliation is taken against any employee who files a complaint.

C. Contract Compliance reviews are conducted by OCR on selected federal aid contracts. A Contractor can expect to be reviewed once every three years or more often if any deficiencies had been previously found. During a Compliance Review all areas listed previously in items 2-7 will be verified for compliance. *The compliance review is the Contractor's ONLY opportunity to provide documentation of ALL efforts undertaken to meet or exceed all EE0/AA requirements of the contract. It is IMPORTANT that all relevant documentation be provided at this time. During any subsequent appeal process new documentation not previously submitted to the OCR will NOT be considered in the appeal.* A deficiency occurs when the Contractor fails to comply with a requirement and/or fails to document every good faith effort to comply. A Voluntary Corrective Action Plan (VCAP) is required to correct certain deficiencies that do not directly affect a protected group or result in discrimination. A follow up review is conducted to confirm that the VCAP was enacted and determine if it is effective.

D. When a Contractor's action or inaction adversely affects a protected group member (discrimination) or when a Contractor has failed to provide written documentation of every good faith effort to provide equal opportunity and to take affirmative action, these procedures will follow:

(1) For the first documented occurrence of such a deficiency the OCR will discuss the deficiency with the Contractor's representative during the compliance meeting or at an exit conference held shortly after the compliance meeting. Within 15 days a written notice of a show cause hearing is sent to the Contractor. The show cause hearing is an informal hearing providing the Contractor's opportunity to submit a Corrective Action Plan (CAP) for the immediate correction of the noted deficiency and to eliminate any future reoccurrence. The hearing is chaired by the Chief of the Bureau of Construction and Maintenance

and attended by a staff of OCR and an FHWA representative. KDOT (the Chief of the Bureau of Construction and Maintenance and the Civil Rights Administrator) must approve and the FHWA representative must concur that the CAP will achieve compliance before it is accepted.

(2) For the second documented occurrence of the same deficiency within 3 years the OCR will discuss the deficiency with the Contractor's representative during the compliance meeting or at an exit conference held shortly after the compliance meeting. Within 15 days the KDOT Compliance Review Committee consisting of the Chief of the Bureau of Construction and Maintenance, the Director of Operations and the District Engineer will review the Contractor's documentations and the findings of the OCR and either concur or disagree with those findings. Upon concurrence by the Compliance Review Committee a notification of monetary assessment will be sent to the Contractor with a copy to KDOT's Prequalification Committee and the field office, and the assessment will begin on the date of the letter. As noted above, *the Contractor's opportunity to document every good faith effort is during the compliance review.* The applicable monetary assessments are listed in Table 1. The assessment will be collected for a minimum of five days or so long as the Contractor remains in non compliance.

(3) For the third documented occurrence of the same deficiency within 3 years of the second deficiency the OCR will discuss the deficiency with the Contractor's representative during the compliance meeting or at an exit conference held shortly after the compliance meeting. Within 15 days the KDOT Compliance Review Committee consisting of the Chief of the Bureau of Construction and Maintenance, the Director of Operations and the District Engineer will review the Contractor's documentations and the findings of the staff of OCR and either concur or disagree with those findings. Upon concurrence the Compliance Review Committee sets a debarment period of up to six months and notification is sent to the Contractor, KDOT's Prequalification Committee and other interested agencies. During the debarment period the Contractor will not be eligible to request KDOT plans, submit a bid as prime or subcontractor or otherwise acquire new work on KDOT projects. Any work currently in progress can be completed.

(4) For the fourth documented occurrence of the same deficiency within 3 years of the third deficiency the OCR will discuss the deficiency with the Contractor's representative during the compliance meeting or at an exit conference held shortly after the compliance meeting. Within 15 days the KDOT Compliance Review Committee consisting of the Chief of the Bureau of Construction and Maintenance, the Director of Operations and the District Engineer will review the Contractor's documentations and the findings of the OCR and either concur or disagree with those findings. Upon concurrence the Compliance Review Committee sets a debarment period of one year and notification is sent to the Contractor, KDOT's Prequalification Committee and other interested agencies. During the debarment period the Contractor will not be eligible to request KDOT plans, submit a bid as prime or subcontractor or otherwise acquire new work on KDOT projects. Any work currently in progress can be completed.

(5) The Contractor may request an appeal to the KDOT Compliance Appeal Board (CAB) within five days of the receipt of the notice of assessment or debarment (2, 3 or 4 above). The request is made to the Deputy Secretary for Engineering & State Transportation Engineer (Deputy Secretary) who chairs the CAB. The two other members include one member named by the Deputy Secretary and one member named by the Contractor within 5 days of the appeal request. A date and time will be set by the Deputy Secretary for hearing the appeal and will notify the Contractor, FHWA, KDOT's Civil Rights Administrator and the CAB members. The CAB reviews the documents previously submitted by the Contractor and the previous decision of the Compliance Review Committee. The Contractor presents verbal or written statements to the CAB as to why they disagree with the finding of noncompliance. *The CAB cannot consider any new documentation at this time because its purpose is to concur or disagree with the findings previously made.* The Deputy Secretary will advise the Secretary of' Transportation of the decision of the CAB and the final administrative decision will be issued by the Secretary and made known to all concerned parties. During the appeal process the Contractor is not relieved from taking corrective action to eliminate noted deficiencies and the sanction imposed remains in place pending the decision.

TABLE 1		
SCHEDULE OF DAILY MONETARY ASSESSMENTS		
Original Contract Amount Range		**Amount of Assessment to be Deducted for Each Day of Non-Compliance**
$0.00	$100,000.00	$200.00
$100,000.01	$500,000.00	$400.00
$500,000.01	$1,000,000.00	$800.00
$1,000,000.01	$2,500,000.00	$1,000.00
$2,500,000.01	$5,000,000.00	$1,500.00
$5,000,000.01	$10,000,000.00	$2,000.00
$10,000,000.01	$25,000,000.00	$2,500.00
Over $25,000,000.01		$3,000.00

NOTICE TO CONTRACTORS

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE

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.

Rev. 04/95

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1)) The number and work hours 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; and

(3)) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) he proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2)) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3)) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4)) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2)) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) hat each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3)) 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 3.b.(2) of this section.

(4)) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1)) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2)) the prime contractor remains responsible for the quality of the work of the leased employees;
(3)) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4)) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1)) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;

(3)) 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 (a)(2) of this certification; and

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

b. Where the prospective 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 Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, EDITION 2015

CARGO PREFERENCE ACT

The Cargo Preference Act (CPA) establishes certain requirements for the use of privately owned United States-flag commercial vessels in transporting equipment, materials, and commodities by ocean vessel. Comply with the CPA requirements and 46 CFR 381. Include this Special Provision in all subcontracts to ensure that subcontractors are aware of and bound by the obligation to comply with the CPA and 46 CFR 381. The implementing regulations for required contract and subcontract provisions are located in 46 CFR 381.7(a)-(b), and included in this Special Provision below:

Title 46 - Shipping
Volume: 8
Date: 2014-10-01
Original Date: 2014-10-01
Title: Section 381 .7- Federal Grant. Guaranty, Loan and Advance of Funds Agreements.
Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.FLAG
VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in§ 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development. Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

REQUIRED CONTRACT PROVISION

FEDERAL AID CONTRACTS
UTILIZATION OF DISADVANTAGED BUSINESSES
SUPPLIERS/REGULAR DEALERS

This Special Provision modifies the provisions contained in Section III.C. of Required Contract Provision 07-18-80(latest revision).

I. Aggregate Suppliers. KDOT has been made aware that the U.S. Department of Transportation, Office of Inspector General has concerns regarding KDOT's policy as to when DBE aggregate suppliers may be counted toward goal. Until these concerns have been addressed, KDOT will not allow the use of DBE aggregate suppliers to be counted toward the DBE goal.

II. Regular Dealers. KDOT has also received informal guidance from the U.S. Department of Transportation, Office of Inspector General regarding when the use of a DBE regular dealer may be properly counted toward the DBE goal. Unless a DBE regular dealer ships materials from its own inventory, the contractor cannot count 60% of the costs toward the DBE goal.

These changes are interim only, and will be incorporated into 07-18-80(latest revision) after KDOT receives formal guidance from the Federal Highway Administration.

09-01-09
Oct-09 Letting

REQUIRED CONTRACT PROVISION

FEDERAL AID CONTRACTS
UTILIZATION OF DISADVANTAGED BUSINESSES

I. INTRODUCTION.

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

A. ASSURANCE.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as the Kansas Department of Transportation deems appropriate.

B. DEFINITIONS.

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

(1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.

(2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of $ 22,410,000 over the previous three fiscal years.

(3) Owned and controlled means a business:

(a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and

(b) Whose management and daily business operations are controlled by one or more such individuals.

(4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(an):

(a) Black American (a person having origins in any of the black racial groups of Africa);

(b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);

(c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);

(d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

(e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);

(f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or

(g) Women.

(5) Economically disadvantaged means an individual who has a personal net worth of less than $1,320,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.

(6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.

(7) Race and gender neutral measure means one that is used to assist any small business.

II. DBE CONTRACT GOALS.

A. KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.

B. An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: http://www.ksdot.org/divadmin/civilrights/ . KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered non-responsive.

C. Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.

D. Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.

E. When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:

(1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.

(2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.

(3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

III. MEETING DBE CONTRACT GOAL CRITERIA.

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

A. REQUIRED DBE PARTICIPATION INFORMATION.

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described below on the form provided in the proposal.

(1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);

(2) A description of the work each named DBE firm will perform (if none, so indicate);

(3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except

(4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);

(5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.

(6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

B. GOOD FAITH DETERMINATION.

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

(1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.

(2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.

(3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder’s efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

(a) The bidder negotiated in good faith with interested DBEs. It is the bidder’s responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder’s responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)

(b) The bidder selected portions of work for which KDOT has capable, certified DBE's to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)
(c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)
(d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)
(e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)
(f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)
(g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)

(4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.

(5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq*. Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.
NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.

(2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. *Example: A DBE contractor bids as a prime contractor. The contract specifies a $10,000.00 DBE goal. The DBE prime contractor performs $50,000 of the work with its own forces. The DBE prime contractor has met the $10,000 goal.*

(3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture.
Example: A contract specifies a $5,000.00 DBE contract goal. Prime contractor bids $100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for $20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count $5,000.00 ($20,000.00 x .25; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.

(4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE participant in the joint venture.
Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is $10,000.00. The DBE participant in the joint venture performs $50,000 of the work with its own forces. The joint venture has met the $10,000 goal.
Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is $100,000.00. The DBE participant in the joint venture performs $80,000 of the work with its own forces. The joint venture must obtain the remaining $20,000 in goal through use of another certified DBE firm, or show good faith efforts if the joint venture fails to meet the $100,000 goal.

(5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

(a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.

(b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.

(6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.

(b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.

(7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.

(a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.

(b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.

(c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

(d) DBE Trucker – Count 100% of the amount paid to the DBE trucking company when the trucking company follows these guidelines:

1. Use trucks owned by the certified DBE trucking company using drivers it employs;
2. Use trucks leased from another DBE firm, including an owner/operator who is certified as a DBE;
3. Use trucks leased from a non-DBE firm as long as transportation services provided by the non-DBE lease does not exceed the value of the transportation services provided by DBE-owned trucks on the contract. Prior written permission required.

The guidelines are listed in order of preference of utilization. KDOT written permission from the Office of Civil Rights is required before #3 is allowed. The DBE owner must be in charge of all trucks utilized, have exclusive use of and control over the trucks. The DBE will be considered a broker only, if there are no DBE trucks or employees and the DBE does not exercise full control. A broker arranges or expedites transactions only. 100% of the broker fee or commission received by the DBE broker can be counted toward the goal. Only the broker fee is eligible to count toward goal, no materials or labor related to the work.

The DBE must provide a list of trucks and truck drivers to be utilized for the duration of the project and updated throughout the duration of the project. The list will include the VIN, truck and tag numbers and/or other vehicle identification. The prime contractor for the project will maintain this information.

The prime contractor will submit to the KDOT field office, a spread sheet or list which contains all trucks hauling on the project and the dates and tons hauled which count toward DBE goal. This will be submitted monthly.

Note: To count towards DBE goal credit, DBE trucking must be monitored by KDOT field personnel and hauled to a dedicated project stock pile. If the trucking activity cannot be monitored, it will not count toward DBE goal.

When a separate, dedicated aggregate stockpile is designated at a commercial batch plant for a specific KDOT project, the prime contractor must submit a written request to the KDOT field office if the prime contractor is requesting permission to count the DBE trucking for this stockpile to count for DBE goal credit. To ensure fulfillment of the project goal, the prime should make this request as soon as possible when considering project bid. The KDOT field office should make a consistent effort to provide monitoring of DBE participation at commercial plants per this request.

D. COMMERCIALLY USEFUL FUNCTION.

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

(1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.

(2)The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below.

(a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.

(b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.

(c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.

(3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.

(4) KDOT will not count towards goal or give DBE contract goal credit for the following:

(a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.

(b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.

(c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement. .

(d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly.

(e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.

(5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq*. Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

E. BUSINESS INTEGRITY

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

(1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,

(2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

F. TWO PARTY CHECKS.

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

(1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.

(2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.

(3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. *For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31*.

(4) Two party checks shall be issued only long enough to establish credit for the DBE firm.

(5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

IV. SANCTIONS.

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.

(2) Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.

(3) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.

(4) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.

(5) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.

(6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.

(7) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

V. USE OF MINORITY OWNED FINANCIAL INSTITUTIONS (49 CFR 26.27).

KDOT encourages prime contractors to use the services of institutions owned and controlled by socially and economically disadvantaged persons. All eligible institutions are certified by KDOT and are listed on the internet at http://www.ksdot.org/divadmin/civilrights/.

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, EDITION 2015

07-18-80, latest revision

FEDERAL AID CONTRACTS
UTILIZATION OF DISADVANTAGED BUSINESSES

Sheet 2, delete subsection II.E. and replace with the following:

E. When projects are State or Contractor tied, the assigned DBE Contract Goals must be met for each project. To check DBE participation on tied projects the following method will be used:

(1) If the dollar amount actually subcontracted to DBEs on each contract is equal to or greater than the minimum dollar amounts assigned to each contract, it will be determined that the DBE goals have been met.

(2) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

06-01-15 C&M
Jul-15 Letting

REQUIRED CONTRACT PROVISION

CERTIFICATION - CONTRACTUAL SERVICES WITH A CURRENT LEGISLATOR OR A CURRENT LEGISLATOR'S FIRM

Please indicate below whether this contract is with a legislator or a firm in which a legislator is a member. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

Kansas Law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The Contractor certifies that:

If this contract is with a legislator, that legislator is:

Name: _____

Address: _____

_____ _____ _____

(City) (State) (Zip Code)

Business Telephone: _____

Rev. 07/05

REQUIRED CONTRACT PROVISION
TAX CLEARANCE CERTIFICATE

(1) Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue (KDOR) at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Contractor's Proposal will be rejected as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

(2) To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at http://www.ksrevenue.org/taxclearance.htm. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate which includes the "Tax Clearance Confirmation Number". Decisions on on-line applications are generally available the following business day.

If the Contractor possesses a current Tax Clearance Certificate at the time of the letting, provide the following information:

1. Tax Clearance Confirmation Number:_____and

2. Contractor's FEIN number: _____

(3) If the Contractor does not have the information in section 2 at the time of the letting, the Contractor shall submit a copy of the Tax Clearance Certificate to the Local Public Authority (LPA) by hand delivery, mail, or fax before the award of contract so it can be forwarded to KDOT. Before authorizing the LPA to award a contract, KDOT will authenticate the Certificate through the Confirmation Number inserted in section 2 on this Required Contract Provision or contained on the Certificate submitted after the letting.

(4) If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

(5) Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

(6) Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the LPA approves them for subcontract work. The Contractor shall submit to the LPA the Subcontractor's Tax Clearance Certificate so the LPA can authenticate their Tax Clearance Confirmation Number.

REQUIRED CONTRACT PROVISION
FEDERAL AID CONTRACTS

"BUY AMERICA" MATERIALS

(1) Current federal regulations require the use of domestic iron and steel on federal-aid projects with limited exceptions. On federal-aid projects, use only iron and steel that have been manufactured, produced and processed in the United States. This includes any federally non-participating items.

(2) On all federal-aid projects, all iron or steel shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used).

(3) Obtain the Engineer's written approval before using any iron or steel that has not been manufactured, produced, and processed in the United States as permitted in this subsection (3). With the Engineer's written permission, foreign iron and steel may be used if:

(a) The combined total cost of all the foreign iron used, steel used, or the cost of both iron and steel used when both are required does not exceed 0.1% of the total cost of the project or $2,500.00 dollars, whichever is greater. The cost of the foreign iron used, steel used, or both includes material costs, manufacturing costs, assembly costs, transporting costs, and testing costs associated with the foreign iron, steel, or both.

(b) The Federal Highway Administration has waived specific products or processes according to 23 CFR 635.410, for the duration of that waiver.

The Contractor:

- Assumes the risk of including any foreign iron or steel in the Contractor's bid.
- Incurs any costs needed to remove and replace with domestic iron and steel the amount of foreign iron, steel, or both that exceeds 0.1% of the total project costs or $2,500.00, whichever is greater.
- Has the obligation to remove and replace foreign iron and steel that exceeds 0.1% of the total project costs or $2,500.00 whichever is greater. The obligation is regulatory and is not excused by:
    - Errors the Contractor, subcontractors, suppliers, fabricators, or other third parties make in determining the costs of foreign iron and steel as defined above.
    - The Engineer's approval under this subsection (3). The Contractor shall have no claim for additional time, money, or both because of the use of foreign iron or steel.

(4) Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Local Public Authority, the Contractor, or both. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act.

(5) The requirements of this contract provision and “Buy America” do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer’s approval.

(6) After work is completed on the project, submit to the Engineer a certification stating the dollar amount of foreign iron used, steel used, or both. Include material costs, manufacturing costs, assembly costs, transporting costs, and testing costs in the dollar amount. Identify a zero dollar amount if no foreign iron or steel was used on the project.

(7) The requirements of this contract provision and “Buy America” do not apply to 100% state funded projects.

(8) If the contract references the 2015 Edition of the KDOT Standard Specifications this contract provision replaces subsection 106.1c. in the Standard Specifications.

07/15

General Decision Number: KS160020 01/08/2016 KS20

Superseded General Decision Number: KS20150020

State: Kansas

Construction Type: Highway

Counties: Butler, Doniphan, Franklin, Geary, Harvey, Jackson, Jefferson, Linn, Osage, Pottawatomie, Riley, Sedgwick, Sumner and Wabaunsee Counties in Kansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUKS2013-002 08/02/2013

	Rates	Fringes
CARPENTER (ROUGH)		
Butler, Harvey, Sedgwick, Sumner	$ 13.75	0.00
Doniphan, Franklin, Geary, Jackson, Jefferson, Linn, Osage, Pottawatomie, Riley, Wabaunsee	$ 13.73	0.00
CARPENTER		
Butler, Harvey, Sumner	$ 15.44	0.00
Doniphan, Franklin, Jackson, Jefferson, Linn, Osage, Wabaunsee	$ 17.04	0.00
Geary, Pottawatomie, Riley	$ 18.29	4.70
Segdwick	$ 15.45	0.00
CONCRETE FINISHER	$ 15.31	0.00
ELECTRICIAN		
Butler, Harvey, Sumner	$ 24.07	9.32
Doniphan, Franklin, Geary, Jackson, Jefferson, Linn, Osage, Pottawatomie,		

Riley, Wabaunsee	$ 21.89	6.58
Sedgwick	$ 24.36	8.18
IRONWORKER, REINFORCING		
Butler, Harvey, Sumner	$ 14.80	0.00
Doniphan, Franklin, Geary, Jackson, Jefferson, Linn, Osage, Pottawatomie, Riley, Sedgwick, Wabaunsee	$ 15.48	0.00
IRONWORKER, STRUCTURAL	$ 26.56	0.00
LABORER (ASPHALT RAKER)		
Butler	$ 12.26	0.00
Doniphan, Franklin, Geary, Jackson, Jefferson, Linn, Osage, Pottawatomie, Riley, Wabaunsee	$ 12.08	0.00
Harvey, Sedgwick, Sumner	$ 11.16	0.00
LABORER (COMMON or GENERAL)		
Butler	$ 12.27	0.00
Doniphan	$ 17.06	0.00
Franklin	$ 15.81	0.00
Geary	$ 11.43	0.00
Harvey	$ 12.43	0.00
Jackson	$ 17.61	0.00
Jefferson	$ 15.92	6.93
Linn	$ 15.59	0.00
Osage	$ 15.24	0.00
Pottawatomie	$ 11.78	0.00
Riley	$ 12.99	0.00
Sedgwick	$ 12.48	0.00
Sumner	$ 11.83	0.00
Wabaunsee	$ 14.03	0.00
LABORER (FLAGGER)		
Butler	$ 11.87	0.00
Doniphan, Franklin, Jackson, Jefferson, Linn, Osage, Wabaunsee	$ 10.00	0.00
Geary, Pottawatomie	$ 10.84	0.00
Harvey, Sedgwick, Sumner	$ 11.07	0.00
Riley	$ 10.75	0.00
POWER EQUIPMENT OPERATOR: (ASPHALT PAVER SCREED)		
Butler	$ 14.87	2.64
Doniphan, Franklin, Jackson, Jefferson, Linn, Osage, Wabaunsee	$ 14.35	0.00
Geary, Pottawatomie, Riley	$ 13.90	0.00
Harvey	$ 14.62	0.00
Sedgwick, Sumner	$ 14.16	0.00
POWER EQUIPMENT OPERATOR: (ASPHALT PAVING MACHINE)		
Butler	$ 14.26	2.52
Doniphan, Franklin, Linn	$ 19.36	0.00
Geary, Pottawatomie	$ 17.51	0.00

Harvey, Sedgwick, Sumner....	$ 14.18	0.00
Jackson, Jefferson, Wabaunsee.....	$ 16.44	0.00
Osage.....	$ 15.77	0.00
Riley.....	$ 17.50	0.00

POWER EQUIPMENT OPERATOR:
(BACKHOE)

Butler.....	$ 15.89	0.00
Doniphan, Franklin, Linn....	$ 18.34	8.07
Geary, Pottawatomie, Riley..	$ 16.16	1.99
Harvey, Sedgwick, Sumner....	$ 15.73	0.00
Jackson, Jefferson, Wabaunsee.....	$ 18.50	9.83
Osage.....	$ 17.63	0.00

POWER EQUIPMENT OPERATOR:
(BULLDOZER)

Butler, Harvey, Sedgwick, Sumner.....	$ 19.27	0.00
Doniphan, Franklin, Linn....	$ 16.51	5.39
Geary, Pottawatomie, Riley..	$ 17.78	0.00
Jackson, Jefferson, Osage, Wabaunsee.....	$ 16.20	5.41

POWER EQUIPMENT OPERATOR: (CONCRETE SAW).....	$ 13.18	0.00

POWER EQUIPMENT OPERATOR:
(CRANE)

Butler, Harvey, Sumner.....	$ 19.03	0.00
Doniphan, Franklin, Jackson, Jefferson, Linn, Osage, Wabaunsee.....	$ 20.34	0.00
Geary, Pottawatomie, Riley..	$ 22.41	4.86
Sedgwick.....	$ 18.61	0.00

POWER EQUIPMENT OPERATOR:
(DISTRIBUTOR-BITUMINOUS)

Butler.....	$ 14.79	0.00
Doniphan, Franklin, Jackson, Jefferson, Linn, Osage, Wabaunsee.....	$ 16.21	0.00
Geary, Pottawatomie, Riley..	$ 14.50	0.00
Harvey, Sumner.....	$ 14.55	0.00
Sedgwick.....	$ 14.76	0.00

POWER EQUIPMENT OPERATOR:
(EXCAVATOR)

Butler.....	$ 15.39	0.00
Doniphan, Franklin, Linn....	$ 16.77	0.00
Geary, Pottawatomie.....	$ 17.64	4.31
Harvey, Sumner.....	$ 15.84	0.00
Jackson, Jefferson, Osage, Wabaunsee.....	$ 17.61	9.30
Riley.....	$ 16.41	2.27
Sedgwick.....	$ 16.90	0.00

POWER EQUIPMENT OPERATOR:
(FRONT END LOADER)

Butler.....$ 15.41 0.00
Doniphan, Franklin, Linn....$ 17.57 4.13
Geary, Pottawatomie, Riley..$ 12.50 0.00
Harvey, Sumner.....$ 14.97 0.00
Jackson, Jefferson, Osage,
Wabaunsee.....$ 17.73 4.26
Sedgwick.....$ 15.19 0.00

POWER EQUIPMENT OPERATOR:
(MATERIAL TRANSFER VEHICLE)
Butler, Harvey, Sedgwick,
Sumner.....$ 13.45 0.00
Doniphan, Franklin, Geary,
Jackson, Jefferson, Linn,
Osage, Pottawatomie,
Riley, Wabaunsee.....$ 14.65 0.00

POWER EQUIPMENT OPERATOR:
(MECHANIC)
Butler, Harvey, Segwick,
Sumner.....$ 19.24 0.00

POWER EQUIPMENT OPERATOR:
(MOTOR GRADER/FINISH)
Butler.....$ 17.50 0.00

POWER EQUIPMENT OPERATOR:
(MOTOR GRADER/ROUGH).....$ 17.22 2.31

POWER EQUIPMENT OPERATOR:
(MOTOR SCRAPER)
Butler.....$ 13.31 0.00
Doniphan, Franklin, Geary,
Harvey, Jackson,
Jefferson, Linn, Osage,
Pottawatomie, Riley,
Sedgwick, Sumner, Wabaunsee.$ 15.50 0.00

POWER EQUIPMENT OPERATOR:
(ROADBED REMIXER).....$ 14.30 0.00

POWER EQUIPMENT OPERATOR:
(ROLLER/COMPACTOR)
Butler.....$ 13.63 2.45
Doniphan, Franklin, Linn....$ 16.39 2.94
Geary, Jackson, Jefferson,
Pottawatomie, Wabaunsee.....$ 13.65 0.00
Harvey.....$ 13.22 0.00
Osage.....$ 14.05 0.00
Riley.....$ 14.01 0.00
Sedgwick.....$ 12.70 0.00
Sumner.....$ 13.48 0.00

POWER EQUIPMENT OPERATOR:
(ROTARY BROOM)
Butler.....$ 11.96 0.00
Doniphan, Franklin,
Jackson, Jefferson, Linn,
Osage, Wabaunsee.....$ 14.88 0.00
Geary, Pottawatomie, Riley..$ 12.47 0.00

Harvey, Sedgwick, Sumner....$ 11.85 0.00

POWER EQUIPMENT OPERATOR:
(ROTOMILL)
GROUNDMAN
Butler.....$ 12.74 0.00
Harvey, Sedgwick, Sumner...$ 12.64 0.00
OPERATOR
Butler.....$ 14.88 0.00
Doniphan, Franklin,
Geary, Harvey, Jackson,
Jefferson, Linn, Osage,
Pottawatomie, Riley,
Sedgwick, Sumner,
Wabaunsee.....$ 19.28 0.00

POWER EQUIPMENT OPERATOR:
(SKIDSTEER LOADER)
Butler.....$ 14.22 0.00
Doniphan.....$ 18.27 6.22
Franklin, Linn.....$ 18.95 3.20
Geary.....$ 15.04 0.00
Harvey, Sedgwick, Sumner....$ 14.69 0.00
Jackson, Jefferson, Osage,
Wabaunsee.....$ 17.32 10.43
Pottawatomie.....$ 14.47 0.00
Riley.....$ 15.20 0.00

POWER EQUIPMENT OPERATOR:
(TRACTOR)
Butler.....$ 13.31 0.00
Doniphan, Jackson,
Jefferson, Linn, Osage,
Wabaunsee.....$ 14.78 0.00
Franklin.....$ 15.21 0.00
Geary, Pottawatomie, Riley..$ 13.43 0.00
Harvey.....$ 12.92 0.00
Sedgwick.....$ 13.19 0.00
Sumner.....$ 12.39 0.00

Traffic control service driver...$ 11.00 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
(GROUNDMAN)
Butler, Harvey, Sedgwick,
Sumner.....$ 13.02 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
(LINEMAN)
Butler, Harvey, Sumner.....$ 22.47 3.17
Sedgwick.....$ 22.15 3.22

TRUCK DRIVER (HEAVY
DUTY/OFF-ROAD).....$ 12.86 0.00

TRUCK DRIVER (SINGLE AXLE)
Butler.....$ 13.87 0.00
Doniphan, Franklin, Linn....$ 17.50 0.00

Geary, Pottawatomie, Riley..	$ 14.17	0.00
Harvey.....	$ 15.38	0.00
Jackson, Jefferson, Osage, Wabaunsee.....	$ 14.02	0.00
Sedgwick.....	$ 16.73	0.00
Sumner.....	$ 14.91	0.00

TRUCK DRIVER (TANDEM)

Butler, Harvey, Sedgwick....	$ 13.64	0.00
Doniphan, Franklin, Linn....	$ 14.60	0.00
Geary, Pottawatomie.....	$ 14.03	0.00
Jackson, Jefferson, Osage, Wabaunsee.....	$ 14.87	0.00
Riley.....	$ 13.98	0.00
Sumner.....	$ 12.79	0.00

TRUCK DRIVER (TRIPLE AXLE and SEMI)

Butler.....	$ 14.06	1.87
Doniphan, Franklin, Linn....	$ 18.19	3.31
Geary, Pottawatomie.....	$ 14.94	0.00
Harvey.....	$ 14.15	0.00
Jackson, Jefferson, Wabaunsee.....	$ 17.61	0.00
Osage.....	$ 18.34	0.00
Riley.....	$ 14.78	0.00
Sedgwick, Sumner.....	$ 14.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

REVISIONS TO FHWA-1273 (PAYROLL INFORMATION)

Page 10, subsection V.2.b. Delete the first sentence of this subsection and replace with the following:
The payroll record maintained by the contractor and each subcontractor shall contain the name, social security number, and address of each 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. The contractor and subcontractor shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the SHA. The required weekly payroll provided to the SHA resident engineer shall include all the information required to be maintained except that full social security numbers and home address shall not be included. The employee shall be identified in the required weekly payroll by an individual identifying number (e.g., the last 4 digits of the employee's social security number).

Page 10, subsection V.2.c. Delete the second sentence of this subsection and replace with the following:
The payroll submitted shall set out accurately and completely all of the information required to be provided under paragraph 2b of this Section V.

Page 10, subsection V.2.c. Delete the fourth sentence of this subsection and replace with the following:
Optional Form WH-347 is available from the Wage and Hour Division Web site at http://www.dol.gov/esawhdforms2h347.instr.htm or its successor site.

Page 10, subsection V.2.c. Add the following after the fourth sentence of this subsection:
The employee's address and full social security number shall not be included if an Optional Form WH-347 is used. The employee shall be identified by an individual indentifying number (e.g., the last 4 digits of the employee's social security number).

Page 11, subsection V.2.d.i. Delete the subsection and replace with the following:
that the payroll for the payroll period contains the information required to be provided under paragraph 2b of this Section V; that the appropriate information is maintained as required under paragraph 2b of this Section V; and that such information is correct and complete.

Payments to Subcontractors and Suppliers is covered in **Subsection 109.6** of the 2007 Standard Specifications and Special Provisions included in this contract.

Sanctions for Failure to Pay Promptly is covered in **Subsection 109.7** of the 2007 Standard Specifications and Special Provisions included in this contract.

INSTRUCTIONS FOR KDOT FORM 1010

Each prime Contractor should make a master Form 1010 for each KDOT contract listing the name of each subcontractor and 1st tier suppliers.

After the receipt of funds for each KDOT estimate payment, the prime Contractor shall pay each subcontractor and 1st tier supplier who has work items on the estimate, within 10 days. The prime Contractor shall record payments made each estimate, running total of payments made to date, moneys withheld for good cause or retainage each estimate, running total of moneys withheld for good cause or retainage, anticipated date of payment of good cause or retainage money, and reason for holding money.

Specifications require that "No subcontract provision shall permit the Contractor to delay subcontractors' retainage payments until the project's final acceptance or final payment." Therefore the prime contractor is certifying that they have no subcontract provision that states otherwise.

The signed, dated Form 1010 must be received at the KDOT Construction Office within 15 days of the date the prime Contractor received payment from KDOT.

CLARIFICATIONS FOR KDOT FORM 1010

List only 1st Tier Subcontractors on Form 1010.

List only 1st Tier Suppliers who provide an item/material to the prime Contractor that is a bid item and not a component of a bid item.

Example: Bid item is for pipe. The prime Contractor installs the pipe. The pipe supplier should be listed on Form 1010. If a subcontractor installs the pipe, the pipe supplier should not be listed on the Form 1010.

Example: Bid item is for cast-in-place manhole built by the prime Contractor. The manhole has multiple components and no supplier should be listed on Form 1010.

It is important that all 1st tier suppliers be listed, as the submittal of this form is the basis for not requiring paid invoices for stored materials.

For any material or supplied item that is paid on a monthly billed account and has not yet been billed or paid, write the date it is to be paid next to the name on the Form 1010.

As always, every prime Contractor is responsible for ensuring that all lower tier subcontractors and suppliers are paid by their respective subcontractors within 10 days of when that subcontractor received payment. KDOT does not want any Form 1010 from lower tier subcontractors or suppliers, but a prime Contractor may choose to use Form 1010 as a way of ensuring that all entities involved in the project are paid.

Rev. 1/2011

KDOT FORM 1010

Kansas Department of Transportation

Certificate of Subcontractor Work Payment
Certificate of 1st Tier Supplier Payment

_____ (KDOT Project Number)

_____ (KDOT Contract Number)

I certify that _____ (The Prime Contractor) received payment from Secretary on _____ (Date check received) for Payment Voucher Number _____

and, within 10 calendar days after this date, paid the subcontractors and 1st tier suppliers named below for the work completed on or before the payment voucher "Paid to Date" in compliance with Standard Specifications and Special Provisions included in this contract.
I also certify that we have no subcontract provision that delays subcontractors retainage payments until the project's final acceptance or final payment in compliance with Standard Specifications and Special Provisions included in this contract.

_____ Date

_____ Signature of Contractor or Representative

(Completed forms are to be submitted to the KDOT Construction Office administering this contract, within 15 calendar days after receiving payment from the Secretary.)

Subcontractors / 1st Tier Suppliers	Amount Paid this Payment Voucher	Amount Paid to Date	Amount Held this Payment Voucher for Good Cause or Retainage	Amount Held to Date for Good Cause or Retainage	Anticipated Date Amount Held will be Paid - Good Cause or Retainage	Reason for withholding part or all of money due to Subcontractor or 1st Tier Supplier

Kansas Department of Transportation

Certificate of Subcontractor Work Payment
Certificate of 1st Tier Supplier Payment

Subcontractors / 1st Tier Suppliers	Amount Paid this Payment Voucher	Amount Paid to Date	Amount Held this Payment Voucher for Good Cause or Retainage	Amount Held to Date for Good Cause or Retainage	Anticipated Date Amount Held will be Paid - Good Cause or Retainage	Reason for withholding part or all of money due to Subcontractor or 1st Tier Supplier

REQUIRED CONTRACT PROVISION
CERTIFICATION - FINANCIAL PREQUALIFICATION AMOUNT

Select the appropriate response below to indicate whether this Proposal exceeds the Contractor's financial prequalification amount. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

I understand that I may be required to identify the outstanding contract and subcontract work of my firm, association or corporation on DOT From 284 prior to an award of contract. Unless I obtain prior approval, I understand that the Secretary may reject this Proposal if the dollar value of work on this Contract combined with unearned amounts on our unfinished contract and subcontract work exceeds our prequalification amount.

I certify that the amount of this Proposal plus the total unearned amount of other contracts with the Kansas Department of Transportation plus the unearned amount of all other contracts in this state or other states (exceeds)/(does not exceed) the financial prequalification amount of our firm, association or corporation. I also certify that our firm, association, or corporation has the financial ability to perform the work.

If this Proposal exceeds the financial prequalification amount, I certify that I obtained approval to submit this bid from the KDOT representative I have listed below. (Prior approval to exceed the prequalification limit may be made by telephone or personal contact).

KDOT Approval Granted By: _____
Date: _____

Rev. 01/11

City of Wichita

CONSTRUCTION POLLUTION PREVENTION PLAN

SITE DESCRIPTION			
Project Name and Location		**Owner Name and Address**	City of Wichita 7th Floor, City Hall 455 North Main Wichita, KS 67202
Project Description: Purpose and Type of Activity			
Site Area & Disturbed Area			
Sequence of Major Activities			
Feature Discharged To			
CONTROL MEASURES			
Erosion and Sediment Control			
Stabilization Practices			

Structural Practices

Stormwater Runoff Management

OTHER CONTROL MEASURES
Waste Material Disposal

Offsite Vehicle Tracking Control

Concrete Truck Washout
Hazardous Waste
Sanitary Waste
TIMING OF CONTROL MEASURES

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control and Maintenance Practices

Non-Storm Water Discharges

Inventory for Pollution Prevention Plan

Spill Prevention

Material Management Proctices

The following are the material management proctices that will be used to reduce the risk of spills and other accidental exposure of materials and substances to storm water runoff.

Good Housekeeping:	The following good housekeeping practices will be followed onsite during construction of the project:

Hazardous Products:	The following practices will be used to reduce the risks associated with hazardous materials:

Spill Control Practices

IMPORTANT BID INFORMATION

TO: All prospective bidders

This project is financed in part with federal funds. This contract requires that a portion of the work be subcontracted to a KDOT certified Disadvantaged Business Enterprises (DBE) firm. All bidders are required to take aggressive and affirmative action to seek KDOT certified disadvantaged businesses to be subcontractors or suppliers on this project to meet the established goal.

Please note the included DBE goal sheet to list the DBE subcontractors. The only acceptable DBE's are those currently on KDOT's web page or in the published DBE directory dated the month prior to this bid letting.

In the event the DBE goal is not met at the time of the bid submittal, the contractor will have to submit all documents regarding attempts to solicit quotes to meet the goal ("good faith efforts"). This will include faxes, phone calls, advertisements or any means utilized by the contractor to obtain DBE quotes and all quotes received. Please refer to the DBE special provision for further details. KDOT DBE web page: www.ink.org/public/kdot/offengsupp/direct1.htm.

To request a printed directory call (785)296-7940.

I certify I have read this information and the contract DBE Special Provision and understand this requirement.

_____

Signature and Title

REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

1. Designated Entity: An officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this certification is required for participation in this project by Federal Law. For each failure to file a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: 09/21/12

CITY OF WICHITA

BY: Gary Janz

REQUIRED CONTRACT PROVISION
FEDERAL-AID CONTRACTS

PAYMENT TO SUBCONTRACTORS

1. For purposes of this Contract Provision, the following definitions shall apply:
   a) "Subcontract" means a contract for supplies, services or both supplies and services between a Contractor and subcontractor at any tier.
   b) "Subcontractor" means an entity that provides the Contractor supplies, services or both to complete the Contract at any tier.

2. **Progress Payments.** The Contractor shall pay Subcontractors for their work within ten (10) calendar days after receiving payment from the City for approved subcontract work.
Within fifteen (15) calendar days after receiving payment from the City and for each subcontract, submit to the City certification containing the following representations:
"I certify that the Contractor received payment from the City on _____ and, within ten (10) calendar days after this date, paid the Subcontractors named below for work completed on or before the payment voucher's 'Paid to Date' ". (Signed by the Contractor's representative)

3. **Retainage.**
   a) BONDED SUBCONTRACTORS. Withhold from bonded Subcontractors no greater percentage of retainage that the City withholds from the Contractor. If retainage is a lump sum amount, calculate the percentage the lump sum amount bears to the contract amount earned to date and use this percentage for Subcontractor's retainage. Pay reductions in bonded subcontractor's retainage within twenty (20) calendar days after receiving retained funds form the City. Pay each bonded Subcontractor the balance of its retainage within twenty (20) calendar days after receiving payment form the City for the balance of all that subcontractor's work. Thus, a subcontract shall contain no provision allowing the Contractor to delay subcontractors' retainage payments until the project's final acceptance or final payment.
   b) UNBONDED SUBCONTRACTORS. Withhold from unbonded Subcontractors the percentage of retainage the Contractor feels is necessary to protect itself. Withhold this percentage until the unbonded subcontractor has completed all its subcontract work and has furnished an affidavit that the subcontractor has paid all indebtedness for supplies, materials and labor used in performing its subcontract work. After the unbonded subcontractor has furnished this affidavit, pay all retainage within the next seven (7) calendar days. Thus, a subcontract shall contain no provision allowing the Contractor to delay subcontractors' retainage payments until the project's final acceptance or final payment.

4. **Good Cause Exception.** If the Contractor has "good cause" **to** delay or withhold a Subcontractor's progress payment or retainage, the Contractor shall identify the cause for delayed or withheld payment, the payment amount and the anticipated payment date, providing this information in the certification of payment letter. If the Engineer determines the Contractor has "good cause" for delayed or withheld payment, the Engineer will not impose sanctions on the Contractor. A Contractor's lack of funds to pay is **not** "good cause" for delayed or withheld payment.

SANCTIONS FOR FAILURE TO PAY PROMPTLY

1. If a Contractor fails to comply with the payment requirements of "Payment to Subcontractors", without "good cause", the Contractor shall pay an interest penalty to the affected subcontractor. The interest penalty shall be computed at the rate of 1.5% per month on the amount of money owed the Subcontractor. The interest assessment will begin on the day after payment is due under "Payment to Subcontractor" and will continue until the Contractor has paid the amount of money owed the Subcontractor.
2. If the Contractor fails to comply with the certification requirements of "Payments to Subcontractors", the City may impose liquidated damages of $50.00 per calendar day per subcontractor for each day the certification is late.
3. If a Contractor fails to comply with the payment requirements, without good cause, or repeatedly fails to comply with the certification requirements, the KDOT may adjust a Contractor's qualification rating, suspend a Contractor from bidding or debar a Contractor from bidding.
4. For each violation of "Payments to Subcontractors" a Contractor may receive one or more of the sanctions provided.

City of Wichita

Non-NHS Project

DBE Payment Affidavit

DBE Subcontractor:_____

Prime Contractor:_____

KDOT Project No.:_____

Month:_____ Year:_____

Bid Item	Quantity	Amount

Total Received this Month: $_____

Date Payment Received: _____

Signature: _____

INSTRUCTIONS:

This form is to be completed each month by the DBE subcontractor. It must be received in the City Engineer's Office by the 15th of each month. It should reflect payments received from the 1st to the 31st of the preceding month.

CITY OF WICHITA

DATE

Contractor

Address
City

RE:

Dear Contractor:

The City of Wichita received bids on <Project> on <Date>. <Contractor> was the Low Bidder on the Project. <Contractor> indicated in his bid that your firm would be a DBE Sub-contractor on this project. The Contractor indicated that your firm would perform <Type of Work> in the amount of <$xxxx.xx>.

Please indicate your firm's intention of completing this work on the project by signing on the line below and returning this letter to the City Engineer's Office within three days.

If you have any questions you can contact the City Engineer's Office at 316-268-4501.

You may return this letter by Fax at 316-268-4114.

Sincerely,

Gary Janzen, P.E.
City Engineer

Concurrence _____
<DBE Firm>