



RECEIVED
FEB 25 2010

Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number: 2022

Revision:	0
Date:	24-FEB-10

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

<p>Mark envelope with Bid Number, Reply By Date and Address to:</p> <p>Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202</p>

Reply By: 04-MAR-10

Description

- | |
|--|
| 1 A price contract for a portion of Louisville Metro Government's need for the 2010 CDBG Louisville Metro Road Improvements for a period of twelve (12) months, per the attached specifications. |
|--|

No Pre-Bid.

Original

DELIVERY TIME: _____ (# of days A.R.O.)	FIRM NAME: Flynn Brothers Contracting,
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: _____ ADDRESS: 1213 Outer Loop Louisville, KY 40219
UNSIGNED BIDS WILL NOT BE CONSIDERED	PHONE: 502-364-9100 DATE: 03/04/10



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Bid#: 2022

Louisville/Jefferson Co Metro Government

Standard Text

All bidders are required to furnish a Bid Bond in an amount of not less than five percent (5%) of their base bid. This may be in the form of a Bid Bond, Certified Check or Cashier's Check. No personal checks will be accepted. The Bid Bond shall be supplied at the time of the bid opening. The successful bidder will be required to furnish a Performance and a Labor & Materials Payment Bond in the full amount of the contract.

All work to be performed in a neat and workmanlike manner conforming to all existing codes governing same and be approved by the Louisville/Jefferson County Metro Government. SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND TWO BOUND COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

RENEWAL OPTION:



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Louisville/Jefferson Co Metro Government

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.
If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-363-1646.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

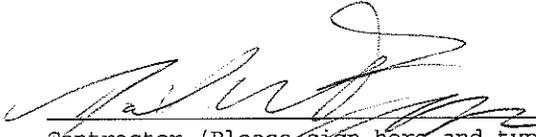
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE


Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Flynn Brothers Contracting, Inc.
Company Name

Craig A. Bowen / H
Director of Purchasing

Contract Term:
Effective: 3/16/10
Expires: 3/15/11

Items Covered:
All: Bid 2022

See Attached: ✓

The Invitation for Bid and response will become part of the contract

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT (“GFE”) REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBEs”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD



Louisville Jefferson County
Metro Government

Public Works and Assets

BID #2022

2010 CDBG LOUISVILLE METRO ROAD IMPROVEMENTS

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- 2. Pay Estimate Work Sheet**
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- 4. Federal Wage Rates**
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SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.1 INVITATION: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **2010 CDBG LOUISVILLE METRO ROAD IMPROVEMENTS**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding (CSB). Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM, March 4, 2010, 611 West Jefferson Street - Mezzanine Level, Louisville, Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on Thursday, March 4, 2010 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bid shall be directed to:

Andrew Metcalfe, EIT
444 S. 5th Street Suite 400
Louisville, KY 40202
Email: Andrew.Metcalfe@louisvilleky.gov
Phone: 574-6789

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this CSB. Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.2 **BID OPENING:** Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

Louisville Metro Public Works and Assets, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with the following may result in a bid not being considered responsive and thus not eligible to be considered for award:

IRREGULAR BID PROPOSALS – Metro Public Works will consider Bid Proposals irregular and will reject them when the bidder either:

- A. Omits both a unit price for any pay item and an amount for the entire quantity of the same pay item, except when the Bid Proposal allows a choice of authorized pay items; or
- B. Submits zero as a unit price for any pay item or as an amount for the entire quantity of the same pay item except when the Bid Proposal form allows a choice of authorized pay items; or
- C. Submits unauthorized additions, conditional, or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.

BID PROPOSAL GUARANTY – Metro Public Works will reject and will not read any Bid Proposal that is not accompanied by a guaranty in the form of a cashier's check, certified check, or bid bond and in an amount no less than the amount indicated on the Bid Proposal form. Make the cashier's check, certified check, or bid bond payable to Louisville Metro Government.

DISQUALIFICATION OF BIDDERS – Metro Public works may consider any of the following reasons sufficient for the disqualification of a bidder and the rejection of the bidder's Bid Proposal(s):

- A. More than one Bid Proposal for the same work submitted by an individual, firm, or corporation under the same or different name;
- B. Evidence of collusion among bidders. Metro Public Works will not recognize participants in such collusion as bidders for any future Metro Public Works work until Metro Public works reinstates such participant as a qualified bidder. Collusive bidding is a violation of the law and may result in criminal prosecution, civil damage actions, and State and federal administrative sanctions.

1.3 PUBLIC WORKS ACT

- A. Wage and Hour Acts. In performing the work, the Contractor and Subcontractors are required to comply with the wage and hour requirements prescribed by KRS 337.505- 337.550.
- B. Payment. The Contractor and Subcontractor shall pay all laborers, workmen and mechanics performing work under this contract not less than the wages set forth in the prevailing wage schedule, incorporated as part of the Bid and Contract Documents, as determined by the Kentucky Department of Labor in accordance with provisions of KRS 337.505 through KRS 337.550. The designated wage rates represent minimum allowable rates of pay and shall not be construed to mean that higher rates may not have to be paid in order to secure labor. Thus, differences between designated wage rates and actual wage rates shall not be an appropriate basis for adjustment of the contract sum.
- C. Prevailing Wage Rates. The current version of the applicable prevailing wage rates have been issued with this Bid Document. The prevailing wage rates, set forth in the wage determination, are determined by the Kentucky Department of Labor in accordance with provisions contained in KRS 337.505 through KRS 337.550. Any Contractor or Subcontractor found to be in violation of any provisions of KRS 337.505 to 337.550 by the Commissioner of the Department of Labor and upon notification to the Vice President for Administrative Services Fiscal Affairs and the Secretary of the Finance and Administration Cabinet, the Secretary of the Finance and Administration Cabinet shall declare the offending Contractor ineligible to bid on public works until such time the Contractor is in substantial compliance as determined by the Commissioner of Labor.

1.4 CIVIL RIGHTS ACT OF 1964

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

1.5 NOTICE TO ALL BIDDERS

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

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

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

SECTION II

SCHEDULE OF PAY ITEMS

The following unit prices are based on estimated quantities. Final payment quantities shall be based on actual in-place quantities.

	<u>SAMPLE</u>			
	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>ITEM 1</u> ASPHALT PAVEMENT SURFACE	5,500	TONS	@ <u>50.25</u> =	<u>276,354.10</u>
<u>ITEM 2</u> ASPHALT TEXTURING AND MILLING	65,000	S.Y.	@ <u>.01</u> =	<u>650.00</u>
<u>ITEM 3</u> ADJUSTING MANHOLE/ DRAINAGE STRUCTURE	10	EACH	@ <u>250.00</u> =	<u>2,500.00</u>
<u>ITEM 4</u> EDGE KEY (INCLUDING C.B. OR M.H.)	1,000	L.F.	@ <u>5.00</u> =	<u>5,000.00</u>
<u>ITEM 5</u> ADJUST LWCO VALVE BOX	10	EACH	@ <u>50.00</u> =	<u>500.00</u>
<u>ITEM 6</u> PAVEMENT MARKINGS – 4” WIDE (WHITE & YELLOW PAINT)	100,000	L.F.	@ <u>.15</u> =	<u>15,000.00</u>
<u>ITEM 7</u> PAVEMENT MARKINGS – 6” WIDE (WHITE THERMOPLASTIC)	1,000	L.F.	@ <u>2.75</u> =	<u>2,750.00</u>
<u>ITEM 8</u> PAVEMENT MARKINGS – 8” WIDE (WHITE THERMOPLASTIC)	1,000	L.F.	@ <u>2.00</u> =	<u>2,000.00</u>
<u>ITEM 9</u> PAVEMENT MARKINGS – 12” WIDE (WHITE THERMOPLASTIC)	1,000	L.F.	@ <u>3.95</u> =	<u>3,950.00</u>
<u>ITEM 10</u> PAVEMENT MARKINGS – “TURN ARROWS” (WHITE THERMOPLASTIC)	25	EACH	@ <u>85.00</u> =	<u>2,125.00</u>
<u>ITEM 11</u> PAVEMENT MARKINGS – RAIL ROAD CROSSING (ALL REQUIRED MARKINGS) (WHITE THERMOPLASTIC)	6	EACH	@ <u>425.00</u> =	<u>2,550.00</u>
<u>ITEM 12</u> HANDICAP CURB CUT RAMP <u>Type 1</u> -RAMP ONLY (cut in existing walk) With concrete pavers warning surface	25	EACH	@ <u>650.00</u> =	<u>16,250.00</u>



Type 2
-RAMP ONLY (cut in existing walk) 25 EACH @ 650.00 = 16,250.00
With concrete pavers warning surface

Type 3
-RAMP ONLY (cut in existing walk) 25 EACH @ 1,000.00 = 25,000.00
With concrete pavers warning surface

Type 4
-RAMP ONLY (cut in existing walk) 25 EACH @ 1,000.00 = 25,000.00
With concrete pavers warning surface

ITEM 13
CONCRETE SIDEWALK 100 S.Y. @ 45.00 = 4,500.00

ITEM 14
BASE FAILURE RECONSTRUCTION
OPTION (1) 100 S.Y. @ 80.00 = 8,000.00

OPTION (2) 100 S.Y. @ 98.00 = 9,800.00

ITEM 15
REFLECTIVE RAISED PAVEMENT MARKERS 2,500 EACH @ 18.95 = 47,375.00

ITEM 16
BUS PADS 2 EACH @ 8,000.00 = 16,000.00

PROJECT TOTAL \$481,554.10



SECTION III

GENERAL PROVISIONS

- 1.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 1.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.
- 1.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.
- 1.4 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.
- 1.5 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".
- 1.6 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.
- 1.7 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 1.8 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid. The Metro Government shall not use this information in determining award of a contract hereunder.
- 1.9 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 1.10 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the

same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

- 1.11 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

1. Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
2. If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
3. A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - a. Failure to perform the contract according to its terms, conditions and specifications;
 - b. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - c. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - d. Failure to diligently advance the work under a contract for construction services;
 - e. The filing of a bankruptcy petition by or against the contractor; or
 - f. Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 1.12 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 1.13 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.

- 1.14 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 1.15 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 1.16 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

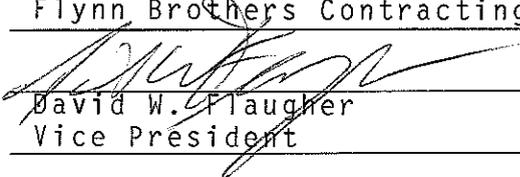
VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**COMPETITIVE SEALED BID
SUBMITTED BY:**

**By signing below you are agreeing to all Louisville-Jefferson County Metro
Government Terms & Conditions that are a part of this Request for Bid.**

Include this page in your response to this bid.

Firm: Flynn Brothers Contracting, Inc.
By: 
Title: David W. Flaughner
Vice President
E-Mail Address: dflaughner@flynnbrothers.com
Address: 1213 Outer Loop
Louisville, KY 40219
Telephone: 502-364-9100
Fax: 502-363-1646
Date: March 4, 2010
Metro Louisville Revenue
Commission Number: 

Bidder's DUNS Number: 
If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to
<http://fedgov.dnb.com/webform/displayHomePage.do>

Bidder must be registered as a vendor in the federal Central Contractor Registration (CCR). The online
registration is at www.ccr.gov. Is the bidder registered in CCR? Yes No

Non-collusion Statement: By my signature below, I, individually and as an agent for the bidder
responding to this Request for Bids, certify that neither I, nor the
business entity for which I am an agent, nor any other agent for that
business entity, have entered into any agreement, participated in any
collusion, or otherwise taken any action, in restraint of free competitive
bidding in connection with this submitted bid. I understand that failure to
submit this statement as part of the bidding documents shall make this
bid nonresponsive and therefore not eligible for award consideration.

Please include a copy of your W-9 with your submitted bid.

This must be submitted prior to the award of a contract.

I acknowledge receipt of the following Addendum:

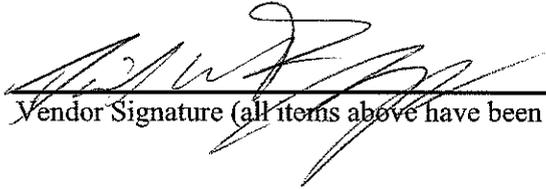
Addendum #1: _____

Addendum #2: _____

N/A

Addendum #3: _____

Any Additional Addendum (write in numbers): _____



Vendor Signature (all items above have been read and completed)

SECTION IV

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division).** The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:
 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
 1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. AUTOMOBILE LIABILITY, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Division of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Division of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for no later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION V

GENERAL SPECIFICATIONS

PART I GENERAL

1.1 DESCRIPTION

This work shall consist of improving the profile, cross-section, and surface texture of an existing roadway (asphaltic concrete) and shall include all labor, materials, equipment, and incidentals necessary to complete the work, including clean-up and disposal of all resultant cuttings. All sidewalk ramps abutting the approved list of roads will be required to be upgraded to meet ADA standards. Roads to be resurfaced will be provided upon award of the contract.

1.2 QUALITY ASSURANCE

- A. ALL CONTRACTORS AND SUB-CONTRACTORS MUST BE PREQUALIFIED WITH THE KENTUCKY TRANSPORTATION CABINET.
- B. All work is to be in accordance with the current editions of the Louisville-Jefferson County Metro Government Standard Drawings, KYTC Standard Specifications for Road and Bridge Construction, Supplemental Specifications, KYTC Standard Drawings, MSD Specifications, Louisville Water Company Standard Specifications, Louisville Water Company Service Rules and Regulations and Standard Drawings, and the Manual on Uniform Traffic Control Devices; unless otherwise specified in the Contract Documents. Where any conflicts exist between Division 100 of the Standard Specifications concerning contract administration and metro government procedures, Division 100 of the standard specifications shall apply.

1.3 CONSTRUCTION METHODS

- A. Construction methods for this work shall comply with the current Kentucky Standard Specifications except where modified herein. All signs and marking will be in accordance with the current Manual on Uniform Traffic Control Devices, as practical in an urban setting.
- B. All silt control should be in place prior to construction and meet the standards set forth by the Metropolitan Sewer District (MSD).
- C. All work should take place inside of the existing right-of-way. Public Works will not be responsible for any work the contractor may engage in outside of the specified limits.
- D. All required ramp and sidewalk repairs adjacent to the roadway shall be completed prior to applying the tack coat.
- E. A Notice to Proceed from the Engineer, with specific job requirements for each road, will be given before work will be allowed to begin.

1.4 UTILITY COORDINATION

- A. Prior to beginning work on the project, the Contractor shall notify all utility companies and the Fire and Police Departments of anticipated scheduling for work. It is the Contractor's responsibility to ensure that the utility companies raise any necessary valve covers, meter covers, etc. The following persons shall be notified:

Louisville Water Company
Phone: 569-3600

Louisville Gas and Electric Company
Phone: 627-3061

Bell South
Phone: 423-6098

Metropolitan Sewer District
Rick Watkins
Phone: 540-6000

AT&T
Phone: 561-3858

Louisville Fire Department
Phone: 587-3731

Louisville Police Department
Phone: 581-3450

Western Union Tele. Co.
Phone: (404) 653-3266

1.5 EQUIPMENT STORAGE

- A. If approved by the Engineer in writing, permits for on-street overnight parking of the Contractor's equipment may be issued providing such equipment, including barricades, cones, and any other safety devices, will be entirely contained within one traffic lane. Otherwise, during non-working hours of each day, all equipment and signing devices required during the working hours shall be placed off the right-of-way. Personal vehicles will not be permitted to park within the right-of-way except in specific areas designated by the Engineer.

1.6 SITE CONDITIONS

- A. The Contractor shall visit each road and the area(s) designated for sidewalk repairs issued by Public Works and note any variations from Public Works' estimate due to: necessary additional work to insure smooth transitions of the walk; deteriorated curb abutting the sidewalk which is to be replaced; addition of handicap ramps at intersections; and, removal of stumps or roots, etc.. Public Works will respond to the Contractor's request for approval within seven (7) days of receipt. A memo will be prepared with recommended corrections to document all needed measures. The sidewalks that are listed above may be expanded by Public Works at the time of construction. All changes to be approved in writing by Public Works prior to construction.
- B. Prior to starting of milling, the Contractor shall prepare scaled drawings showing the locations of existing centerlines, turning lanes and lane markings and submit to the Engineer before existing markings are obliterated.
- C. Differing site conditions.
 - 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 - 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

1.7 TRAFFIC CONTROL

- A. Twenty-four (24) hours before any part of the work is started, the Contractor shall post "NO STOPPING" signs as required by the Department of Public Works and remove the same as soon as work is completed and open for use by the public. The Contractor is required to keep record of Time & Date of the streets posted with the signs and notify the Department of Public Works 24 hours in advance of posting these signs.
- B. Except as provided herein, traffic shall be maintained in accordance with the current edition of the KYTC Standard Specifications and current Manual on Uniform Traffic Control Devices. All traffic control including, but not limited to Signage, Arrow Boards, and Dedicated flaggers will be considered incidental to the project. Do not leave lane closures in place during non-working hours, unless prior approval has been made by the engineer. Construction on major thoroughfares should be minimized during the hours of 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. as to limit the number of lane closures to aid traffic flow.

1.8 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

- A. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- B. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- D. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

1.9 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

- A. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

- D. The term "significant change" shall be construed to apply only to the following circumstances:
1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; OR
 2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

1.10 INSPECTION

- A. Metro retains the right to perform volumetric and density core testing of asphalt mixtures at each job site. For acceptable performance ranges, refer to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. Materials not meeting required standards will be replaced at no additional cost.
- B. Metro retains the right to perform slump, air content and strength testing of concrete mixtures at each job site. For acceptable performance ranges, refer to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. Materials not meeting required standards will be replaced at no additional cost.
- C. NOTICE OF DEFECT TIME - The contractor and Metro shall give each other prompt notice of all defective work of which either party has actual knowledge. All defective work may be rejected, corrected, or accepted as provided in this Article.
- D. UNCOVERING, INSPECTING, AND CORRECTING DEFECTIVE WORK
1. As per the Technical Specifications, the work shall not be covered until inspection has occurred for any work requiring Inspection.
 2. If a portion of the work is covered contrary to the requirements of the Contract Documents, the Contractor must, at the request of the Project Manager, immediately uncover the work for Metro's inspection, and replace it after inspection, all at the Contractor's expense.
 3. If the Project Manager wants to inspect a portion of the work that is covered and which is not specifically required to be inspected before being covered, the Project Manager may require to see such work and the Contractor must immediately comply and uncover the work for inspection. If, upon inspection and testing after uncovering, the work fully complies with the requirements of the Contract Documents, the costs of uncovering and replacement shall be at Metro's expense.
 4. The Contractor shall be responsible for all costs of correcting defective or rejected work, including the cost of additional testing and inspections and for Metro's services and other expenses incurred because of the defective or rejected work.
 5. The Contractor shall promptly correct work that is discovered to be defective or is rejected by Metro, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed
- E. STOP WORK
1. If the work is defective, or if the Contractor fails to supply a sufficient number of workers, sufficiently skilled workers, or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the Contract Documents, Metro may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated or remedied.
 2. In the event Metro observes or becomes aware of the Contractor, its employee, its agent, or its subcontractor violating a safety requirement of this Contract or violating any applicable law, rule, or regulation, any Metro representative may give a verbal order to stop work until the safety violation has

been cured. Such verbal order will be followed, within 2 business days, by a written order from Metro to the Contractor confirming the reasons Metro stopped work.

3. The right of Metro to stop the work under paragraphs A and B of this section shall not give rise to a duty on the part of Metro to exercise this right for the benefit of the Contractor or any other person or entity.
4. If Metro stops the work under Section A, Contractor shall not be entitled to an extension of the Contract Time or an increase in the contract price.

1.11 CLEAN UP

- A. Before final acceptance of the work, the Contractor shall clean all streets, alleys, walks, private property, rights of way and structures, leaving them in a neat, clean, useable condition to the satisfaction of Metro Public Works. At no time during construction shall the roads be allowed to become muddy or in any other way dangerous to the public. The Contractor shall sweep the roads and walkways as required or at the direction of the Engineer to prevent an accumulation of dust and trash.

1.12 GENERAL WARRANTY

- A. The Contractor warrants to Metro that materials and equipment furnished by the Contractor under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Metro the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:
 1. Observations by the Project Manager
 2. Payment by Metro
 3. Use or occupancy of any part of the work by the Metro
 4. Any inspection, test or approval by others; or
 5. Any correction of defective Work by Metro
- C. Failure on the part of Metro to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of Metro's rights and/or remedies, nor shall it relieve the contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- D. Metro may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both Metro and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein, and shall not be deemed a waiver of any other provisions. The written waiver shall not constitute a continuing waiver unless it states otherwise.
- E. All work shall be warranted for two (2) years form the date of Final completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for five (5) years.

1.13 PAYMENT

- A. Payment shall be full compensation for all labor, materials, equipment, traffic control, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification.
- B. BASIS – The bid items listed on the bid proposal sheet will be measured and paid for in the units designated for the individual items. Such payment shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work. Final payment quantities shall be based on actual in-place quantities; however, the award of the Contract shall be on the basis of the lowest total evaluated bid.
 - 1. EXTRA WORK – The Contractor shall perform extra work for which there is no quantity or price in the contract, only when directed to do so, in writing by the Department. This extra work will be paid for at a unit price or lump sum to be agreed upon by both parties.
 - 2. OVERTIME – If the contractor decides to work outside of Public Works and Assets normal workday, the contractor will be responsible for reimbursing for all overtime for inspection of the project. Standard overtime will be \$50 an hour; holiday pay will be \$100 an hour. Inspectors will have forms for approval of the overtime and documentation of times and dates worked.
- C. The Contractor shall invoice at 30-day intervals. Invoices shall be broken down by address and shall be billed according to unit prices of work in place.

PART 2. ASPHALT TEXTURING AND MILLING

2.1 DESCRIPTION

Remove existing pavement by milling and texturing.

2.2 MATERIALS & EQUIPMENT

- A. Provide a power-operated, self-propelled milling machine capable of:
 - 1. removing asphalt pavement to the required depth, profile, cross slope, and surface texture;
 - 2. accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control;
 - 3. controlling cross slope;
 - 4. applying sufficient down-pressure to plane the milled surface; and
 - 5. effectively removing cuttings from the pavement and preventing dust from escaping into the air.

Provide supplemental equipment as necessary to remove material adjacent to curbs, railroad crossings, and other areas that cannot be removed by the milling machine. Additionally, provide a mechanical sweeper and, when the Engineer deems necessary, a water truck to control dust.

2.3 CONSTRUCTION

- A. The existing pavement shall be milled to a depth of one and one half (1.5) inches. Unless otherwise specified, cutting from the milling operation shall be disposed of by the contractor.
- B. Adjusting utility covers/drainage structures
 - 1. Manholes, round tops and other utility facilities will be adjusted by the responsible utility company, with the exceptions noted herein. The contractor will be responsible for notification to appropriate Utility Companies of construction schedule and the number and location of structures that need to be

adjusted. MSD manholes and Louisville Water Company (LWC) valve boxes shall be adjusted as directed by the Engineer. When the Engineer directs that manholes be adjusted, construction methods will be as specified in the current MSD standards. When valve boxes must be adjusted, construction methods will be as specified per current LWC Standards. Top of manholes and/or valve boxes shall be flush with the final surface of asphalt.

2. Small drainage structures such as catch basins, etc. shall be adjusted as required to match the finished pavement, or to provide proper drainage, in accordance with current Louisville Metropolitan Sewer District (MSD) standards. Any areas around structures that have sunk or have had base failure around them should have area reconstructed using the Base Failure Repair Methods listed in this contract, prior to the placement of the final surface. Adjusting small drainage structures will be measured and paid per each structure.
 3. Adjusting utility covers, manholes, and valve boxes will be measured and paid for at the contract unit price per each, regardless of size
- C. EDGE KEYS - Normal edge key shall consist of a cut two (2) feet wide by two (1.5) inch deep, and will extend to the length necessary for each site, as determined by the Inspector. A two foot width of edge key around the manhole and catch basin castings will be used to the maximum extent deemed feasible by the Inspector. The Inspector will determine the casting to be physically raised or lowered. Manholes or other utilities raised as part of the work left exposed during hours of darkness shall be protected by a wedge of asphalt as directed by the Inspector.
- D. Private entrances shall be transitioned to provide a smooth approach to the roadway. When property owners have placed asphalt, concrete, or some other type of ramp over curb and gutter, the ramp shall be removed unless specifically exempted by the engineer. The contractor is responsible to notify the Metro Inspector of the locations of the ramps on a daily basis. Intersections and alley entrances will generally be required to the back edge of each radius, unless otherwise directed by the Engineer or the Inspector
- E. Removal of any and all raised pavement markers will be considered incidental to the milling operation. Removal of the markers can occur up to a day before milling occurs, but no more than a day. Disposal of the markers will be the sole responsibility of the contractor at no expense to Metro.
- F. Where utility cuts are encountered, milling and texturing P.C.C. Concrete shall be performed so as to provide a smooth finished surface, having uniform texture, at the required grade and cross-section.
- G. Approaches and tapers shall be acceptably textured when required by the Engineer. Length, width, and depth of cut on approaches and tapers will be determined by the Engineer or inspector. The approaches and tapers shall match the finished cut on the main line and shall be transitioned to the existing surface to approximately 1/8 inch.
- H. BASE FAILURE REPAIRS - Actual base failure repair locations and repair options will be determined by the Engineer before the resurfacing begins. Following are the options for repair:

Option 1 Sawcut the existing pavement, asphalt surface, base, DGA, and/or PCC pavement (if present). Excavate to an approximate depth of 12 inches below the existing pavement surface level. Remove and dispose of all materials. Use all possible care to avoid damaging existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional costs to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor.

Backfill the excavated area with 12 inches of Class 2 Asphalt Base 1.5D PG64-22 wrapped in Table III geotextile fabric on the bottom and sides of the excavated area in 4-inch maximum courses up to the existing pavement surface. Compact each course of asphalt base to the proper compaction as required by the Section 403 of KYTC Standard Specifications. Seal the asphalt base with leveling and wedging. Perform all base failure repairs in such a manner that removal and replacement are completed on the same day. Perform this work as one of the Contractor's first operations in order to allow further compaction of traffic. Prior to constructing the new asphalt surface, level and wedge any settlement of the required areas.

Payment at the Contract unit prices per Square Yard for "Base Failure Repair" and shall be full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement, excavating and disposing of all materials, furnishing, placing asphalt base wrapped in Table III geotextile fabric, backfilling the trench up to the pavement boundary.

Option 2 In larger areas, sawcut the existing pavement, asphalt surface, base, DGA, and/or PCC pavement (if present). Excavate to an approximate depth of 24 inches below the existing pavement surface level. Remove and dispose of all materials. Use all possible care to avoid damaging existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional costs to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor.

Backfill the excavated area with 12 inches of #3 stone compacted in 4" lifts. The #3 stone will be capped by 6" of compacted DGA, which should be placed in two lifts. The rock shall be capped with 4" of Class II Asphalt Base 1.5D PG64-22. Perform all base failure repairs in such a manner that removal and replacement are completed on the same day. Perform this work as one of the Contractor's first operations in order to allow further compaction of traffic. Prior to constructing the new asphalt surface, level and wedge any settlement of the required areas.

2.4 PAYMENT

- A. All material removed from areas acceptably milled and textured will be measured in square yards. There shall be no separate pay item for the hauling of cuttings and shall be considered incidental to Asphalt pavement milling and texturing.
- B. When the Engineer requires additional milling to correct deficiencies in the finished grade, cross section, or texture, no measurement or payment will be made for additional material removed, when the deficiencies are due to unsatisfactory workmanship by the contractor.
- C. Where sound pavement has been gouged, torn, or otherwise damaged during the milling operations, or damage is done to any other property of any kind including utility frames, grates, and covers, repairs shall be made by the Contractor at no cost to Louisville Metro when so directed by the Engineer.
- E. Removal of any and all raised pavement markers will be considered incidental to the milling operation. Disposal of the markers will be the sole responsibility of the contractor at no expense to Metro.
- F. Payment for "Base Failure Repair" will be paid per square yard and shall be full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement, excavating and disposing of all materials, furnishing, placing asphalt, backfilling the trench up to the pavement boundary.

PART 3 ASPHALT PAVEMENT SURFACE

3.1 DESCRIPTION

Installation of 1.5" asphalt surface course on the prepared surface.

3.2 MATERIALS AND EQUIPMENT

- A. All materials and equipment used in the performance of this work shall comply with the requirements of the current KYTC Standard Specifications. Asphalt Mixing Plants shall conform to Section 401 of these specifications. Asphalt concrete surface mix shall conform to Section 402 and 409 for mixtures utilizing reclaimed materials. Special attention should be given to sections 804 and 805 of the KYTC Standard Specifications. Asphalt Binders: Furnish PG64-22 conforming to Section 806 of the KYTC Standard Specifications
- B. It is absolutely mandatory that the paver be equipped with extendomat hydraulic extension arms or approved equal.
- C. Substitutions: By written approval of the engineer.

3.3 CONSTRUCTION

- A. All work performed under this item shall conform to the typical sections shown in the Drawings, "Asphalt Materials" in the Special Requirements, and the Kentucky Department of Highways Standard Specifications, Section 403 - "Production and Placement of Asphalt Mixtures".
- B. TACK COAT – The description, materials, general requirements, weather limitations, equipment, preparation of surface, application and method of measurement of the tack coat shall be in accordance with Section 406 of the KYTC Standard Specifications.
 - 1. It shall be the total responsibility of the Contractor to clean the streets immediately before the application of the tack coat material. In some cases, the Contractor is required to scrape the old asphalt along the shoulders as part of the project. Prime and tack coats shall not be applied to wet surfaces. In all instances, the Contractor will use whatever means necessary, including mechanical brooms, vacuum sweepers and such hand work as necessary to thoroughly clean the existing pavement before applying the Asphalt tack coat materials. The cleaning shall be performed so as not to violate Air Pollution regulations. Disposal of the debris cleaned from the streets and sidewalks will be the responsibility of the Contractor. Excessive debris shall be loaded and hauled away from one location before cleaning may continue on the next location.
 - 2. The Contractor shall be responsible for careful planning and timing for the placement of the tack coat, especially in areas of heavy pedestrian and vehicular traffic, and shall have the approval of the Metro Engineer before applying the tack coat. On projects over which public traffic is being maintained, the tack coat shall be applied over one-half of the pavement width not to exceed one-half days work in advance of the construction of the Asphalt cover course; provided, that at no time shall the tack coat application end at a location hazardous to traffic. Tack coat application requiring an overnight lane closure will not be allowed, unless approved in writing. The work shall be arranged so that at the end of runs all tack shall be covered with the Asphalt mat or a sand blotter course. At road intersections or other traffic crossings, the Engineer may require the application of a sand blotter course over the tack coat. The coat of the sand used for the blotter shall be incidental to the project cost. The Description, Materials, General Requirements, Weather Limitations, Equipment, Preparation of Surface, Application and Method of Measurement for the Tack Coat shall be in accordance with Section 406 of the KYTC Standard Specifications.
 - 3. SS-1H emulsified asphalt, or other material approved by the Metro Engineer, shall be applied to the cleaned pavement as a tack coat for the new surface course. The SS-1H shall be diluted with water on a ratio of one to one (1 to 1) or as otherwise directed by the Engineer, and shall be applied at a rate of 0.8 lbs (0.10 gallon) per square yard. The diluted SS-1H shall be allowed to cure to a dark color after application to pavement (a brownish color indicated this water is still present) before the surfacing mixture is applied. Payment for this item shall be considered incidental to the paving operation.
- C. After the tack coat has cured sufficiently, it shall be overlaid with the new surfacing mixture, as directed by the project inspector. When required, Asphalt mixture shall be applied over the entire area of the existing pavement prior to construction of the final surface course. The screed shall be set to a minimum thickness as directed with the intent to correct rutting, adverse warping, dipping and other imperfections in the existing pavement and to provide a smooth level surface for the final surface course.
- D. The new surface shall be placed at the specified depth. The rate will be 110 lbs per square yard inch compacted weight for each street or portion thereof as directed by the Metro Engineer. A working tolerance of 10 lbs. per square yard will be permitted from the specified rate. The mixture shall be thoroughly and uniformly compacted with tandem rollers weighing at least eight (8) and not more than ten (10) tons to provide a smooth, even riding surface.
- E. For pertinent asphalt temperature requirements and equipment practices, refer to Sections 401 and 403 of the current KYTC Standard Specifications.

3.4 PAYMENT

- A. The asphalt placed on site will be measured in tons and placed at a depth of one and one half (1.5) inches.
- B. When the Engineer requires additional asphalt to correct deficiencies in the finished grade, cross section, or texture, no measurement or payment will be made for the additional material placed, when the deficiencies are due to unsatisfactory workmanship by the Contractor.
- C. The Engineer reserves the right to increase the depth of asphalt beyond 1.5 inches. Any request to increase the depth shall be documented in writing.
- D. Metro will honor the Price Adjustments for the liquid asphalt in accordance to Section 109.07.01 of the KYTC Standard Specifications.

PART 4 PAVEMENT MARKINGS

4.1 DESCRIPTION

Installations of pavement markings as sections of the roadway are completed.

4.2 MATERIALS

- A. Temporary pavement markings shall be furnished and applied in accordance with Section 112.03.11 KTC Standard Specifications, 2008 Edition if needed.
- B. Permanent paint shall conform to Section 842 KTC Standard Specifications.
- C. Thermoplastic pavement markings shall conform to Section 837 KTC Standard Specifications. Type 1 Tape markings shall conform to Section 836 KTC Standard Specifications.
- D. Reflective raised pavement markers shall conform to section 840 KTC Standard Specifications. All markers shall be plowable.

4.3 CONSTRUCTION

- A. All markings and materials shall be installed in accordance with the manufacturer's specifications and comply with 2008 KYTC Standard Specifications and the current Manual of Uniform Traffic Control Devices (MUTCD).
- B. Striping will be installed as sections of the road are completed. The contractor shall not leave the site unattended without proper markings in place. All markings and materials shall be installed to comply with 2008 KYTC Standard Specifications. Markings will be reinstalled to match the pre-approved drawing prepared by the contractor before the milling operation begins, unless changes have been made and approved by the Engineer. All changes will be provided to the contractor prior to the start of the paving operation. All stop bars, cross walks, directional arrows, and parking T's shall be reinstalled at the completion of the paving operations and shall comply with the current KYTC Standard Specifications.
- C. Louisville Metro reserves the right to change the striping layout to accommodate the addition of bike lanes in areas meeting warrants.
- D. Any projects requiring the removal of reflective raised pavement markers will have them reinstalled when approved by the engineer after the completion of the striping. Other areas may be designated for installation of reflective raised pavement markers, however all areas will be approved in writing by the Engineer.
- E. Any projects requiring the removal of mid-block crosswalks will have them reinstalled only when approved by Louisville Metro Traffic Engineering.

4.4 PAYMENT

- A. Payment for all striping and pavement markings shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification.
- B. All striping will be measured and paid per linear foot and will be itemized per width of stripe and composition.
- C. Installation of reflective raised pavement markers will be measured and paid per each.
- D. All other pavement markings will be measured and paid per each installed.

PART 5 CONCRETE SIDEWALKS AND HANDICAP CURB CUT RAMP: TYPE 1,2,3 & 4

- A. Payment at the Contract unit prices per each for "Handicap Curb Cut Ramp" and shall be full compensation for removal of existing sidewalk (where necessary for ramp installation), excavation, compaction, utility cap adjustment, forming, installation of concrete, installation of detectable warning surfaces (pavers or rubberized), finishing, and curing, backfilling, saw cutting (where necessary), seeding or sodding of all disturbed areas, clean up, and incidental items, all work complete. All sidewalk ramps require detectable warning surfaces which comply with the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. (Drawings attached to the end of this document).
- B. All sidewalks shall be constructed as indicated in the Standard Drawings.
- C. All Forms shall be a minimum of 4" in height. Scores and edges shall be neatly tooled and the surface shall be checked with a 10-foot straight edge and any irregularities of more than 1/4 inch shall be eliminated. All edges shall be rounded to a 1/4 inch radius. The edges of the sidewalk at all expansion joints shall be rounded with an approved edging tool to a 1/4 inch radius.
- D. Contraction joints will be placed at a maximum spacing of 5 feet. The joint groove shall have a minimum depth of not less than one (1) inch.
- E. Expansion joints shall be placed to separate the sidewalk from walls, columns, concrete driveways, light poles and other points of restraint.
- F. After the concrete has set sufficiently, forms, when used, shall be removed and areas adjacent to the concrete shall be backfilled. The earth shall be compacted and graded in a satisfactory manner.
- G. Payment at the Contract unit prices per square yard shall include removal of existing concrete sidewalk, any additional excavation or preparation necessary to ensure stability and continuous slope with existing sidewalk, any cutting of tree roots, sodding or seeding of all disturbed areas, utility cap adjustment, saw-cutting, addition of 4" of #57 stone-base, forming, installation of 4" of concrete, finishing, curing, backfilling, installation of expansion material, job clean up, traffic control, relocating signs (when needed) and any other items not listed which are incidental to the work, all complete
- G. All concrete shall be "ready mix" Class A 3500 PSI. The following is a clarification of how "Ready Mix" concrete is defined. These methods of "Ready Mixed" concrete are the only methods that will be accepted for this program.
 - 1. Ready Mixed concrete is proportioned and mixed off the project site and is delivered to the construction area in a freshly mixed and unhardened state. It can be manufactured by any of the following methods:
 - a. Central mixed concrete is mixed completely in a stationary mixer and is delivered

either in a truck agitator, a truck mixer operating at agitating speed, or a special non-agitating truck.

- b. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer.
- c. Truck-mixed concrete is mixed completely in a truck mixer, which can usually hold 7 to 10 cubic yards of concrete.

2.14 BUS PADS

- A. Bus Pads will be installed per the attached Metro Specification 606 in locations designated by the Engineer.
- B. Bus Pads will be measured and paid per Each that are installed. Such payment shall be full compensation for all labor, materials, equipment, traffic controls, project signs and all incidentals which may be required to satisfactorily complete the work according to the specification.

SECTION VII

SPECIAL PROVISIONS

1.1 BILLING

- A. Contract shall provide itemized billing, separated by completed work item and roadway section. These bills shall be submitted monthly for all work performed during that month. Bills should be submitted by the 1st of each month. Certified Payroll documents should be submitted with each bill, these documents should be itemized per site as to show the day, hours worked, per site per employee.

1.2 RETENTION OF DOCUMENTS

- A. The Contractor shall maintain throughout the term of the Contract, and retain for not less than four years after completion thereof, complete and accurate records of all Contractor's costs which relate to the work performed, including the extra work, under the terms of the Contract. Metro, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.
- B. Business records to be maintained/retained by the Contractor shall include, but not be limited to:
 - 1. Payroll records accounting for total time distribution of the Contractor's employees working full- or part-time on the work;
 - 2. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;
 - 3. Paid invoices and canceled checks for materials purchased, subcontractors, and any other third parties' charges;
 - 4. Original estimate and change order estimate files and detailed worksheets;
 - 5. All project-related correspondence including email or electronic communication by any individual of Metro. This includes the ability to maintain, recover, and reproduce, all emails sent or received concerning this project; and including any attachments to said emails
 - 6. Subcontractors and supplier change order files (including detailed documentation covering negotiated settlements).
- C. Metro shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this contract (both direct and indirect costs, including overheard allocations as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. The Contractor shall also be required to include the right to audit provision in the contracts (including those of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.

1.3 SUBCONTRACTORS

- A. List below all Subcontractors intended to be used on this scope of work. All Subcontractors must be pre-qualified with the Kentucky Transportation Cabinet OR Louisville Metro Government. Changes to Subcontractors utilized for this work must be approved in writing by the Engineer.

TRADE

Concrete
Pavement Markings
Millings

SUBCONTRACTOR

Solid Construction
Atlantic Construction
Asphalt Concrete Specialist

1.4 COMPLETION OF THE WORK

Within ten (10) days from the date of "Notice of Acceptance" of the Proposal, the undersigned agrees to execute the Contract, as defined therein, and to furnish a satisfactory contract bond. The undersigned also agrees to begin work within five (5) days after Contract is executed and to prosecute said work in such a manner as to complete the Contract by 04/01/10

1.5 CONTRACT DURATION

This bid will be submitted to provide Road improvement services for the Louisville Metro Department of Public Works. The department of Public Works reserves the right to renew the contract, provided the Contractor agrees, per terms of this bid.

1.6 BREAKDOWN PAYMENT

All Payments will be made to the Contractor based on Work Completed utilizing the attached Public Works schedule of values and pay estimate work sheets. Estimates will be prepared and submitted by the Contractor to the on site inspector for Approval of Quantities. Attachments: 1) Pay Estimate work Sheet; 2) Continuation sheet.



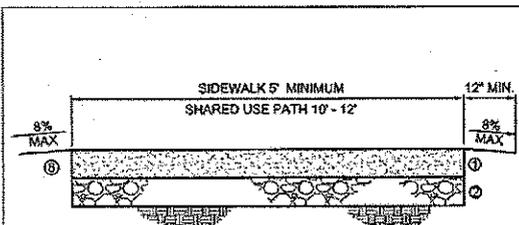
SECTION VIII
EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

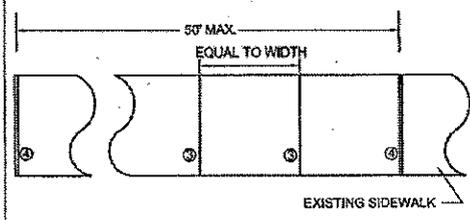
Lowest Conforming Bid

Proposals will be reviewed by a committee consisting of representatives from:

LOUISVILLE/JEFFERSON COUNTY METRO PUBLIC WORKS DEPARTMENT



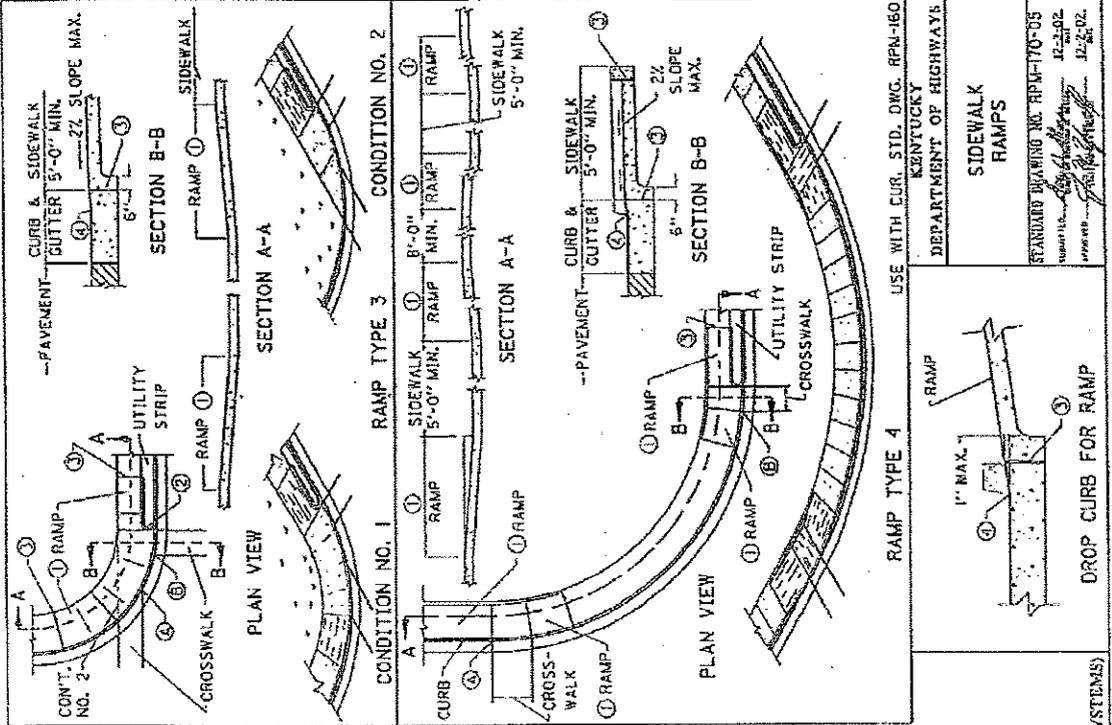
TYPICAL SECTION



JOINT DETAIL

- ① SIDEWALKS, SHARED-USE PATHS (WITHIN RIGHT-OF-WAY), RAMPS AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF KYTC CLASS A (9,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS) CONCRETE REINFORCED WITH POLYPROPYLENE FIBERS (2 LBS. PER CY) HAVING A SLUMP BETWEEN 2 AND 4 INCHES. SIDEWALKS SHALL HAVE A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SHARED-USE PATHS SHALL HAVE A UNIFORM THICKNESS OF 6 INCHES. MAXIMUM CROSS SLOPE SHALL BE 2% AND MAXIMUM LONGITUDINAL SLOPE SHALL BE 5%, UNLESS APPROVED BY METRO.
- ② MINIMUM 4 INCHES THICKNESS KYTC NO. 57 STONE PLACED OVER COMPACTED SUBGRADE. MAY BE REPLACED WITH 4 INCHES COMPACTED DGA WITH METRO APPROVAL.
- ③ CONTROL JOINTS SHALL BE CONSTRUCTED PERPENDICULAR TO THE SURFACE OF THE SIDEWALK OR BIKEPATH. JOINTS ARE TO BE TO A DEPTH OF $\frac{1}{2}$ THE SLAB THICKNESS WITH $\frac{1}{2}$ " ROUND OVER OR SAWED $\frac{1}{2}$ THE SLAB THICKNESS WITHIN 24 HOURS. MAXIMUM SPACING BETWEEN CONTROL JOINTS IS THE WIDTH OF THE SIDEWALK OR BIKEPATH, NOT TO EXCEED 10 FEET.
- ④ FULL DEPTH TRANSVERSE EXPANSION JOINTS SHALL BE CONSTRUCTED PERPENDICULAR TO THE SURFACE OF THE SIDEWALK AT INTERVALS NOT TO EXCEED 50 FEET. EXPANSION JOINT MATERIAL $\frac{1}{2}$ " SHALL BE PROVIDED WHERE THE NEW CONSTRUCTION ABUTS AN EXISTING STRUCTURE OR DRIVEWAY. SIMILAR EXPANSION MATERIAL SHALL BE PLACED AROUND OBSTRUCTIONS PROTRUDING THROUGH THE SIDEWALK.
- ⑤ SIDEWALKS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE AND SHOULD BE LOCATED A MINIMUM OF 6 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS APPROVED BY METRO.
- ⑥ THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
- ⑦ THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL METRO ACCEPTS OR APPROVES THE WORK, AFTER WHICH TIME THE OWNER OF THE ADJOINING PROPERTY SHALL BE RESPONSIBLE FOR THE WORK IN ACCORDANCE WITH METRO CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED.
- ⑧ ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SEED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

LOUISVILLE METRO PUBLIC WORKS
TYPICAL CONCRETE SIDEWALK
STANDARD DRAWING NO. 701
<i>Paul H. [Signature]</i> APPROVED BY
DATE



<p>SECTION A-A</p> <p>SECTION B-B</p> <p>RAMP TYPE 1</p>	<p>PLAN VIEW</p> <p>SECTION A-A</p> <p>SECTION B-B</p> <p>RAMP TYPE 2</p>	<p>SECTION A-A</p> <p>SECTION B-B</p> <p>RAMP TYPE 3</p>	<p>PLAN VIEW</p> <p>SECTION A-A</p> <p>SECTION B-B</p> <p>RAMP TYPE 4</p>
<p>COMPT. NO. 2</p>		<p>CONDITION NO. 2</p>	
<p>USE WITH CUR. STD. DWG. RPN-160</p>		<p>USE WITH CUR. STD. DWG. RPN-160</p>	
<p>KENTUCKY DEPARTMENT OF HIGHWAYS</p>		<p>KENTUCKY DEPARTMENT OF HIGHWAYS</p>	
<p>STANDARD DRAWING NO. RPN-170-05</p>		<p>STANDARD DRAWING NO. RPN-170-05</p>	
<p>DATE 12-2-02</p>		<p>DATE 12-2-02</p>	

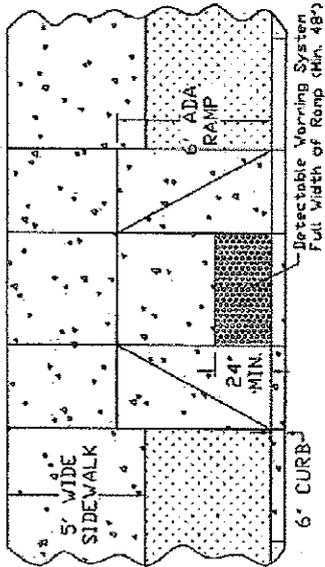
NOTES:

- RAMPS SHALL BE PAID PER SQ. YARD OF 4" CONC. SIDEWALK AND THE UNIT PRICE SHALL INCLUDE ALL MATERIALS, FORMS, AND INCIDENTALS NECESSARY FOR CONSTRUCTION.
- THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE. A BROOM FINISH OR EQUAL NON SKID FINISH IS REQUIRED.
- THE NORMAL CUTTER LINE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP.
- RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.
- USE RAMP TYPE 3 WHEN POINT A TO B IS LESS THAN 20 FEET.
- USE RAMP TYPE 4 WHEN POINT A TO B IS 20 FEET OR LESS.
- ① MAX. RAMP SLOPE IS: 1.
- ② CURB RETURN REQUIRED WHEN UTILITY STRIP IS 4 FEET OR GREATER. FOR UTILITY STRIPS LESS THAN 4 FEET, THE AREA IS TO BE SURFACED WITH SIDEWALK WITHIN THE RAMP.
- ③ 1/2" EXPANSION JOINT AT BACK OF CURB LINE AND AT SIDEWALK LINE.
- ④ NO BUMP PERMITTED. SAME SLOPE AS RAMP AND NOT TO EXCEED 1" IN HEIGHT.
- ⑤ ALL SIDEWALK RAMPS REQUIRE DETECTABLE WARNING.

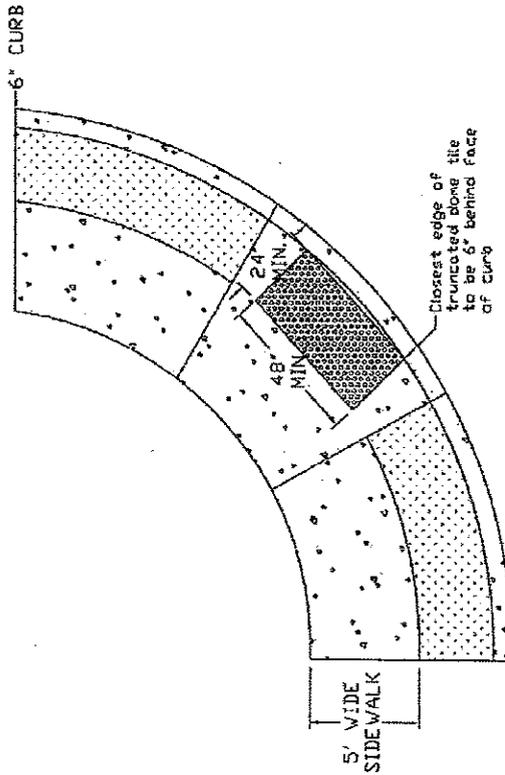
***SEE LOUISVILLE METRO PUBLIC WORKS STANDARD DRAWING (DETECTABLE WARNING SYSTEMS)

DETECTABLE WARNING SYSTEM FOR NEW CONSTRUCTION

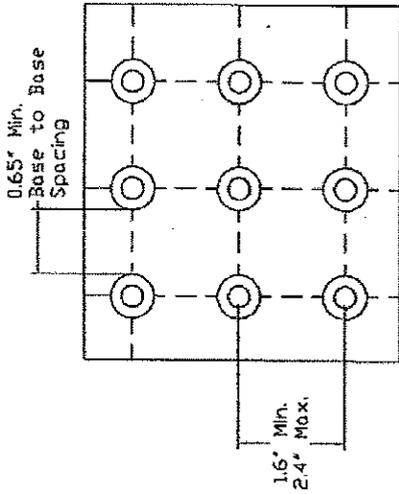
- 1) The system shall be designed to meet accessibility guidelines for the American Disabilities Act for Detectable Warning (Paragraph 4.28) and Loading Ramps (Paragraph 4.7)
- 2) The system shall be a cast in place product approved by Louisville Metro prior to usage. Follow manufacturer's installation instructions.
- 3) Color and texture to be approved by Louisville Metro.



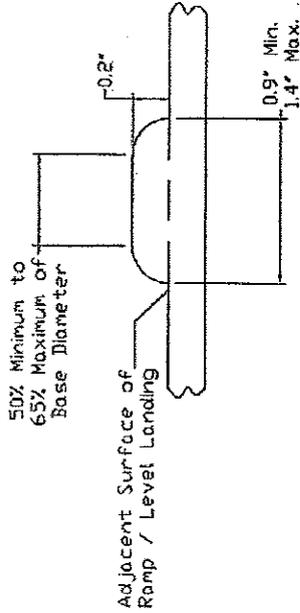
DETECTABLE WARNING PLACEMENT PERPENDICULAR RAMP



DETECTABLE WARNING PLACEMENT PARALLEL RAMP



SQUARE PATTERN, PARALLEL ALIGNMENT



TRUNCATED DOME DETAIL

 <p>LOUISVILLE METRO PUBLIC WORKS 444 5th Street, Louisville, Kentucky 40202</p>	REVISIONS
	<p>DATE</p>
<p>DETECTABLE WARNING SYSTEMS</p>	
<p>PREPARED BY: [Blank]</p>	

METRO LOUISVILLE PUBLIC WORKS AND ASSETS CONTRACTOR PAY ESTIMATE WORKSHEET

CONTRACT NAME: _____ CONTRACT NO: _____ BUDGET ID NUMBER _____
 ESTIMATE FOR PAYMENT NUMBER: _____ GENERAL CONTRACTOR: _____

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on the face of Sheets of this application for Payment are correct, and that all work covered by the Application has been completed and materials supplied in full accordance with the terms and conditions of the corresponding Construction Contract Documents and all authorized changes thereto; that the following is a true and correct statement of the Contract accounting up to and including the last day of the period covered by the Application for Payment and that no part of the "Total Amount Due" has been received. I further certify that all amounts have been paid for labor, materials, and equipment and other items employed in the performance of said Contract for which previous Certificates for Payment were issued and payments received from Public Works and Assets.

	PREVIOUS INVOICE	AMOUNT INCREASE	TOTALS TO DATE
A. Amount Earned - Original Contract	\$ _____	\$ _____	\$ _____
B. Amount Earned - Change Orders	\$ _____	\$0.00	\$0.00
C. Total	\$ _____	\$ _____	\$ _____
Less Previous Payments			
D. Total Paid to Contractor (D+L from Previous Payment)			\$ _____
E. Retainage (As Allowed by the Contract) - (E+K from Previous Payment)		10%	\$ _____
F. Liquidated Damages (F+H from Previous Payment)			\$ _____
G. Amount Due this Estimate			\$ _____
Less Current Activity:			
H. Liquidated Damages			\$ _____
I. Mechanics Liens			\$ _____
J. Claims			\$ _____
K. Retainage (As Allowed by the Contract)		10%	\$ _____
L. AMOUNT DUE THE CONTRACTOR			\$ _____

TOTAL Value of Change Orders to Total Evaluated Bid: _____

By: _____ Title: _____ Certification _____ State of _____ County of: _____
 Subscribed and Sworn Before Me this _____ day of _____, 20____ Notary Public _____ My Commission Expires _____

Inspector's approval of Quantities: Signature _____ Print Name _____ Date: _____
 Contractor Field Representative: Signature _____ Print Name _____ Date: _____

Signature _____ Approved for Payment _____ Date: _____
 Print Name _____

CONTINUATION SHEET

Metro Public Works & Assets
 APPLICATION AND CERTIFICATE FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED
 CERTIFICATE IS ATTACHED.
 IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.
 USE COLUMN I ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

APPLICATION NUMBER: _____
 APPLICATION DATE: _____
 PERIOD TO: _____

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (not in store)	G Completed and Stored to Date (d+e+f)	H Percent Completed (g/c)	I Balance to Finish (c - g)	J Retainage 10%
			From Previous Application (d+e)	This Period						
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00

Prevailing Wage Rates

GENERAL DECISION: KY20080027 12/04/2009 KY27

Date: December 4, 2009

General Decision Number: KY20080027 12/04/2009

Superseded General Decision Number: KY20070027

State: Kentucky

Construction Types: Heavy and Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	02/08/2008
1	03/07/2008
2	04/04/2008
3	05/02/2008
4	06/06/2008
5	07/04/2008
6	08/01/2008
7	08/15/2008
8	09/05/2008
9	10/03/2008
10	12/05/2008
11	01/02/2009
12	02/06/2009
13	03/06/2009
14	04/03/2009
15	06/05/2009
16	07/03/2009
17	07/24/2009
18	08/07/2009
19	09/04/2009
20	09/11/2009
21	10/16/2009
22	12/04/2009

BRIN0004-003 06/01/2009

BRECKENRIDGE COUNTY:

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.28

BRKY0001-005 06/01/2009

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

BRKY0002-006 06/01/2009

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.12	9.73

BRKY0007-004 06/01/2009

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.82	15.30

BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER ((Layout Men)).....	\$ 24.36	9.97
BRICKLAYER.....	\$ 24.11	9.97
Refractory (Refractory/Acid Brick/Glass).....	\$ 24.61	9.97

CARP0064-001 07/01/2008

	Rates	Fringes
CARPENTER.....	\$ 24.84	10.23
Diver.....	\$ 37.64	10.23
PILEDRIVERMAN.....	\$ 25.09	10.23

CARP1031-008 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT & WOODWARD COUNTIES:

	Rates	Fringes
MILLWRIGHT.....	\$ 22.95	13.50

CARP1031-009 06/01/2009

BOYD, CARTER, ELLIOTT, FLEMING, GREENUP, LEWIS, MASON,
ROBERTSON & ROWAN COUNTIES:

	Rates	Fringes
MILLWRIGHT.....	\$ 30.60	13.78

CARP1031-010 06/01/2009

BRECKINRIDGE, BULLITT, CARROLL, GALLATIN, GRAYSON, HARDIN,
 HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
 SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
MILLWRIGHT.....	\$ 24.18	15.64

 CARP1066-004 09/01/2009

BRACKEN & GRANT COUNTIES:

	Rates	Fringes
MILLWRIGHT.....	\$ 27.55	15.39

 ELEC0212-008 06/01/2009

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	13.32

 ELEC0212-014 01/01/2006

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 20.45	6.95

 ELEC0317-012 06/01/2009

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 31.12	18.08

 ELEC0369-007 05/27/2009

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
 CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
 JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
 MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
 SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 28.30	12.55

 * ELEC0575-002 12/01/2009

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.79	11.88

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 24.60	12.65
GROUP 2.....	\$ 22.18	12.65
GROUP 3.....	\$ 22.56	12.65
GROUP 4.....	\$ 21.92	12.65

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurrries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2009

BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);

CARROLL (Eastern third, including the Township of Ghent);

FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) &

BRACKEN, GALLATIN, GRANT, HARRISON & ROBERTSON COUNTIES:

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.55	16.72
Structural.....	\$ 26.17	16.72

IRON0070-006 06/01/2009

BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);

CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);

CLARK (Western two-thirds, including Townships of Becknerville,

Flanagan, Ford, Pine Grove, Winchester & Wyandotte);

OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);

SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 24.78	17.04

IRON0372-006 06/01/2009		

BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);

CARROLL (Eastern third, including the Township of Ghent);

FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall);

BRACKEN, GALLATIN, GRANT, HARRISON & ROBERTSON COUNTIES:

	Rates	Fringes
IRONWORKER		
Beyond 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.45	16.70
Up to & including 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.20	16.70

IRON0769-007 06/01/2009

CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout); BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN COUNTIES:

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 28.38	17.37
ZONE 2.....	\$ 28.78	17.37
ZONE 3.....	\$ 30.38	17.37

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

LABO0189-003 07/01/2009

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.36	9.90
GROUP 2.....	\$ 20.61	9.90
GROUP 3.....	\$ 20.66	9.90
GROUP 4.....	\$ 21.26	9.90

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler;

Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
 Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

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

 LABO0189-008 07/01/2009

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
 MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
 WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.51	9.75
GROUP 2.....	\$ 20.76	9.75
GROUP 3.....	\$ 20.81	9.75
GROUP 4.....	\$ 21.41	9.75

LABORERS CLASSIFICATIONS

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

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

Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

LABO0189-009 07/01/2009

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.76	9.50
GROUP 2.....	\$ 21.01	9.50
GROUP 3.....	\$ 21.06	9.50
GROUP 4.....	\$ 21.66	9.50

LABORERS CLASSIFICATIONS

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

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

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;

& Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

 PAIN0012-017 06/14/2008

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.49	6.83
Brush & Roller.....	\$ 23.10	6.83
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.10	6.83
Sandblasting & Water Blasting.....	\$ 23.85	6.83
Spray.....	\$ 23.60	6.83

 PAIN0118-004 05/01/2009

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	9.84
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	9.84

 PAIN1072-003 12/01/2008

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

Rates	Fringes
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Painters:

Bridges.....	\$ 27.83	10.00
All other work.....	\$ 24.83	10.00

 PLUM0248-003 06/01/2009

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.45	14.57

 PLUM0392-007 06/01/2008

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.39	14.30

 PLUM0502-003 08/01/2009

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 30.00	14.17

 SUKY2001-002 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

 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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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



REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

Laura Dixon
Compliance Officer
(502) 574-7308
Laura.Dixon@louisvilleky.gov

Louisville Metro Government
Department of Housing and Family Services
Grants Planning, Compliance and Monitoring
745 West Main Street, Suite 450
Louisville, KY 40202
Telephone (502) 574-7308
Fax (502) 574-4336

Notice to Bidders:

You are bidding on a project to be funded by either Community Development Block Funds or HOME Investment Partnership Funds. These funds are provided to Louisville Metro Government by the U.S. Department of Housing and Urban Development and are administered by the Louisville Metro Department of Housing and Family Services (LMHFS). As such, federal requirements apply to this project.

Section A contains an explanation of the federal regulations that may be applicable to your contract. The applicability of certain regulations depends on the amount of the contract, so please read through them carefully and contact the LMHFS staff listed below if there are any questions.

Section B contains language that may be required to be placed in your contract with Louisville Metro. Again, the applicability of this language depends on the amount of each contract.

Section C contains forms that may be a requirement of the contract award or may be required to be submitted during the project.

Section D contains the applicable wage decision for this project.

Please contact the staff member listed below with any questions regarding the Federal Requirements section.

Sincerely,

Laura Dixon, Compliance Officer
Phone: 502-574-7308
Fax: 502-574-4336
Email: Laura.Dixon@louisvilleky.gov

**SECTION A:
EXPLANATION OF FEDERAL REGULATIONS**

1. Bonds

For those contracts or subcontracts less than \$100,000, the Louisville-Jefferson County Metro Government requirements for bid guarantee, performance bond and payment bonds shall apply.

For contracts exceeding \$100,000, the following requirements for bonds shall apply.

- A. 24 CFR Part 85.36 (b) requires 5% bid guarantee from each bidder equivalent to 5% of the bid price.
- B. 24 CFR Part 85.36 (h) requires a performance bond on the part of the contractor for 100% of the contract price.
- C. 24 CFR Part 85.36 (h) requires a payment bond on the part of the contractor for 100% of the contract price.

2. Remedies

Contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

3. Termination

All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

4. Equal Employment

All contractors and subcontractors receiving contracts in excess of \$10,000 must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity." As amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (regulations 41 CFR chapter 60).

The Equal Employment regulations include the following forms that must be completed under certain circumstances, which are listed below. The forms are located in Section C.

- A. EEO-1: Annual report required for any contract and subcontract over \$50,000 and contractor has 50 or more employees
- B. OFCCP Subcontract Notification: Required for all subcontracts over \$10,000
- C. Section 3: Applies to all contracts and subcontracts over \$100,000. Section 3 language must be included in contract. Sample language is included in Section B. The required Section 3 form is included in Section C.
- D. Affirmative Action Plan: Must be submitted for contracts and subcontracts over \$50,000 and having 50 or more employees.

5. Labor Standards

Labor Standards Clauses contained in form HUD 4010 must be included in all construction contracts. This language is included in Section B. Payroll reporting requirements are detailed in the HUD 4010. The form used for payroll reporting, WH-347, is attached in the Section C. Labor interviews may be conducted by LMHFS staff at any time during the project. A sample interview

form is included in the Section C. Restitution will be required if payrolls are inaccurate. If a wage decision applies, it is included in Section D.

A. Copeland Anti-Kickback Act

All contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

B. Davis-Bacon Act

The applicable wage decision is included in Section D.

1. CDBG Funded Contracts: Construction contracts in excess of \$2,000 or construction of 8 or more residential units must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

2. HOME Assisted Contracts: Contracts relating to construction of 12 or more HOME assisted residential units must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

C. Contract Work Hours and Safety Standards Act

Construction contracts in excess of \$2,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers must comply with Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

6. Record Access

Access by LMHFS, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must be granted to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

7. Record Retention

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years after final payment is received and all other matters are closed,

8. Environmental

Contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

9. Energy Efficiency

Contractors shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

10. Debarment and Suspension

All prime and subcontractors must not be currently excluded from Federal Procurement and Non-Procurement programs at the time of contract award. Clearance will be checked by Louisville Metro Department of Housing & Family Services prior to contract award.

11. Anti-Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The form required is included in Section C.

**SECTION B:
CONTRACT LANGUAGE**

Per 24 CFR 85.36, the bidder or proposer agrees to bind itself to the following conditions:

1. Contractor agrees to provide the Purchaser, the Secretary of the United States Department of Housing and Urban Development, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the United States Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
6. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
8. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the United States Department of Housing and Urban Development and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Housing and Urban Development.
9. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the United States Department of Housing and Urban Development and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Housing and Urban Development.
10. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.

11. Copyrights –

- a. The United States Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

12. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Housing and Urban Development is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Housing and Urban Development, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided the United States Department of Housing and Urban Development.

13. The Contractor agrees that the reporting requirements contained in 10 CFR 600.240 and 600.241 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.

This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the United States Department of Housing and Urban Development. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the United States Department of Housing and Urban Development, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period

of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 I(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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 29 CFR Part 3;

(3) That 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) Apprentices. 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.

(ii) **Trainees.** 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 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. 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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 3 CONTRACT CLAUSE
24 CFR 135.38

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covering housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**SECTION C:
FORMS**

FORMS

The following forms must be submitted before a contract can be awarded on this project.

1. Prime Contractor Use Form
2. Subcontractor Use Form
3. Anti-lobbying Form

The following forms may require submission before contract award, based on applicability. Please see Section A to determine applicability.

1. Request for EEO-1 report with sample form
2. OFCCP Subcontract Notification
3. Section 3: Economic opportunities for low and very low income persons
4. Affirmative Action Plan (no form provided, contractor must submit plan)

The following payroll forms are required to be submitted during the project duration. The labor interview form is provided for review only. This form will be used solely by LMHFS staff.

1. Payroll Report (WH-347)
2. Payroll Report (WH-347) Instructions
3. Labor Interview Form



Louisville-Jefferson County Metro Government
 Louisville Metro Housing & Family Services
 Grants Planning, Compliance, and Monitoring Unit

PRIME CONTRACTOR USE FORM

Prime Contractor information:

Business Name: Flynn Brothers Contracting, Inc.

Business Address: 1213 Outer Loop

City: Louisville State: KY Zip Code: 40219

Phone Number: 502-364-9100 Fax Number: 502-363-1646

Email Address: dfletcher@flynnbrothers.com

Project Name: CDBG 2010 Louisville Metro Road Improvements

Project Bid Number: 2022

Is your company certified minority? Yes No (Please circle one)
 If yes, list certification: _____

Female Owned? Yes No (Please circle one)

Are you a Section 3 Business Concern (as defined by 24CFR135.38)? Yes No (Please circle)

Type of work to be performed: All Paving Related Work

Estimated Start Date: _____ Estimated End Date: _____

Contract Amount: \$ _____ Federal ID or SSN Number: [REDACTED]

Kentucky Tax Remittance Number _____

Kentucky Unemployment Insurance Number [REDACTED]

Louisville Metro Revenue Commission Number [REDACTED]

Please return to:

Louisville Metro Department of Housing and Family Services
 745 W. Main Street, Suite 450
 Louisville, KY 40202
 ATTN: GARY ROCKNE
 Phone: 502-574-5134
 Fax: 502-574-4336
 EMAIL: Gary.Rockne@louisvilleky.gov



Louisville-Jefferson County Metro Government
Louisville Metro Housing & Family Services
Grants Planning, Compliance, and Monitoring Unit

SUBCONTRACTOR USE

(Each subcontractor used for this project must complete a Subcontractor Use Form. Make copies when necessary.)

List all Subcontractors and Suppliers that will be used on this project. This list must include: non-minority owned, non-female owned or Handicapped owned business as well as MBE's, FBE's and HBE's.

Subcontractor information:

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Project Name: _____

Project Bid Number: _____

Is your company certified minority? Yes No (Please circle one)

If yes, list certification: _____

Are you a Section 3 Business Concern (as defined by 24CFR135.38)? Yes No (Please circle)

Female Owned? Yes No (Please circle one)

Type of work to be performed: _____

Estimated Start Date: _____ Estimated End Date: _____

Contract Amount: \$ _____ Federal ID or SSN Number: _____

Kentucky Tax Remittance Number _____

Kentucky Unemployment Insurance Number _____

Louisville Metro Revenue Commission Number _____

Please return to:

Louisville Metro Department of Housing and Family Services
745 W. Main Street, Suite 450
Louisville, KY 40202
ATTN: GARY ROCKNE
Phone: 502-574-5134
Fax: 502-574-4336
EMAIL: Gary.Rockne@louisvilleky.gov



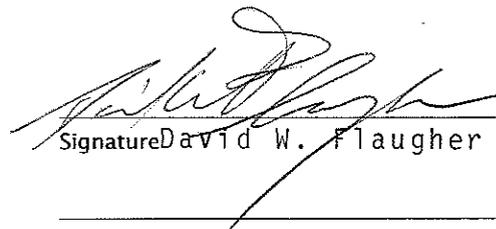
Louisville-Jefferson County Metro Government
 Louisville Metro Housing & Family Services
 Grants Planning, Compliance, and Monitoring Unit

ANTI-LOBBYING CERTIFICATION FOR
 CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 modifications of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee influencing or attempting to influence an officer or 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," and in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	03/04/10
Signature David W. Flaugh	Date
_____ Signature	_____ Date
_____ Signature	_____ Date

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

WASHINGTON, D.C. 20507

EQUAL EMPLOYMENT OPPORTUNITY

STANDARD FORM 100, REV. January 2006, EMPLOYER INFORMATION REPORT EEO-1

INSTRUCTION BOOKLET

The Employer Information EEO-1 survey is conducted annually under the authority of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et. seq., as amended. All employers with 15 or more employees are covered by Title VII and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 report on an annual basis.

See the Appendix for the applicable provisions of the law, Section 709(c) of Title VII, and the applicable regulations, Sections 1602.7-1602.14, Chapter XIV, Title 29 of the Code of Federal Regulations. State and local governments, school systems and educational institutions are covered by other employment surveys and are excluded from Standard Form 100, Employer Information Report EEO-1.

In the interests of consistency, uniformity and economy, Standard Form 100 has been jointly developed by the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs of the U. S. Department of Labor, as a single form which meets the statistical needs of both programs. In addition, this form should be a valuable tool for companies to use in evaluating their own internal programs for insuring equal employment opportunity.

As stated above, the filing of Standard Form 100 is required by law; *it is not voluntary*. Under section 709(c) of Title VII, the Equal Employment Opportunity Commission may compel an employer to file this form by obtaining an order from the United States District Court.

Under Section 209(a) of Executive Order 11246, the penalties for failure by a federal contractor or subcontractor to comply may include termination of the federal government contract and debarment from future federal contracts.

1. WHO MUST FILE

Standard Form 100 must be filed by —

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964, as amended, with 100 or more employees EXCLUDING State and local governments, primary

and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5; (2) have 50 or more employees; and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as a depository of government funds in any amount, or (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit Standard Form 100. No reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

2. HOW TO FILE

NOTE: Submission of EEO-1 data through the *EEO-1 Online Filing System* or as an electronically transmitted data file is strongly preferred. See paragraph 6, "EEO-1 Alternate Reporting Formats."

Single-establishment employers, i.e., employers doing business at only one establishment in one location must complete a single EEO-1 online data record or submit a single EEO-1 paper report.

Multi-establishment employers, i.e., employers doing business at more than one establishment, must complete online: (1) a report covering the principal or headquarters office; (2) a separate report for EACH establishment employing 50 or more persons; and (3) a separate report (Type 8 record) for each establishment employing fewer than 50 employees, OR an

Establishment List (Type 6 record), showing the name, address, and total employment for each establishment employing fewer than 50 persons, including a Type 6 employment data grid that combines all employees working at establishments employing fewer than 50 employees by race, sex, and job category. For the EEO-1 online application, keyed employment data automatically transfers to the overall Consolidated Report.

The total number of employees indicated on the headquarters report, PLUS the establishment reports, PLUS the list of establishments employing fewer than 50 employees, MUST equal the total number of employees shown on the Consolidated Report.

Employment data for multi-establishment companies, including parent corporations and their subsidiary holdings, must report all employees working at each company establishment or subsidiary establishment. For the purposes of this report, the term parent corporation refers to any corporation which owns all or the majority stock of another corporation so that the latter relates to it as a subsidiary.

3. WHEN TO FILE

This annual report must be filed not later than September 30. Employment figures from any pay period in July through September may be used.

4. WHERE TO FILE [Paper EEO-1 form(s) ONLY]

Mail one copy to the address indicated in the annual survey mailout memorandum.

5. REQUESTS FOR INFORMATION AND SPECIAL PROCEDURES

An employer who claims that preparation or the filing of Standard Form 100 would create undue hardship may apply to the Commission for a special reporting procedure. In such cases, the employer must submit in writing a detailed alternative proposal for compiling and reporting information to: The EEO-1 Coordinator, EEOC-Survey Division, 1801 L Street, NW, Washington, DC 20507.

Only those special procedures approved in writing by the Commission are authorized. Such authorizations remain in effect until notification of cancellation is given. All requests for information should be sent to the address above.

6. EEO-1 ALTERNATE REPORTING FORMATS

EEO-1 reporting is an electronic, online application. Pursuant to the Government Paperwork Elimination Act of 1998, we **STRONGLY** recommend that EEO-1 reports be submitted via the *EEO-1 Online Filing System*, or as an electronically transmitted data file. A copy of the prescribed EEO-1 data file format is available at the website address in the survey mailout memorandum; or by calling the telephone number or writing to the address in the survey mailout memorandum. *Paper EEO-1 forms will be generated on request only, in extreme cases where Internet access is not available to the employer.* An EEO-1 report submitted on paper must be prepared following the directions in paragraph 2, "HOW TO FILE".

7. CONFIDENTIALITY

All reports and information from individual reports will be kept confidential, as required by Section 709(e) of Title VII. Only data aggregating information by industry or area, in such a way as not to reveal any particular employer's statistics, will be made public. The prohibition against disclosure mandated by Section 709(e) does not apply to the Office of Federal Contract Compliance Programs and contracting agencies of the federal government which require submission of SF 100 pursuant to Executive Order 11246. Reports from prime contractors and subcontractors doing business with the federal government may not be confidential under Executive Order 11246.

8. ESTIMATE OF BURDEN

Public reporting burden for this collection of information is estimated to average three and five tenths (3.5) hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. A response is defined as one survey form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

The EEOC Clearance Officer
Office of the Chief Financial Officer and Administrative Services – Room 2100
1801 L Street, N.W.
Washington, D.C. 20507

AND

Paperwork Reduction Project (3046-0007)
Office of Management and Budget
Washington, D.C. 20503

The full text of the OMB regulations may be found at 5 CFR Part 1320. **PLEASE DO NOT SEND YOUR COMPLETED REPORT TO EITHER OF THESE ADDRESSES.**

EEO-1 Terms Applicable To All Reporting Formats

Type of Report (Status Code)

1– Single-establishment company

Multi-establishment company

2– Consolidated Report (Required)

3 – Headquarters Report (Required)

4 – Establishment Report (50 or more employees)

6 – Establishment List (Option 1)

8 – Establishment Report (less than 50 employees) (Option 2)

Company Identification

Refers to the company name and address of the headquarters office of the multi-establishment company (Report Types 2 and 3); or the establishment name and address.

Employers Who Are Required To File

Questions 1, 2 and 3 MUST be answered by all employers. If the answer to Question C-3 is "Yes", please enter the company's Dun and Bradstreet identification number if the company has one. If the answer is "Yes" to question 1, 2, or 3, complete the entire form. Otherwise skip to Section G.

Employment Data

Employment data must include ALL full-time and part-time employees who were employed during the selected payroll period, except those employees specifically excluded as indicated in the Appendix. Employees must be counted by sex and race or ethnic category for each of the ten occupational categories and subcategories. See Appendix for detailed explanation of job categories and race and ethnic identification.

Every employee must be accounted for in one and ONLY one of the categories in Columns A thru N.

Occupational Data—Employment data must be reported by job category. Report each employee in only one job category. In order to simplify and standardize the method of reporting, all jobs are considered as belonging in one of the broad occupations shown in the table. To assist you in determining where to place your jobs within the occupational categories, a description of job categories is in the *EEO-1 Job Classification Guide* or you may consult the "EEO-1-Census Codes Cross Walk" on the Commission's web site. For further clarification, you may wish to consult the *Alphabetical and Classified Indices of Industries and Occupations (2000 Census)* published by the U.S. Department of Commerce, Census Bureau.

Establishment Information

The major activity should be sufficiently descriptive to identify the industry and product produced or service provided. If an establishment is engaged in more than one activity, describe the activity at which the greatest number of employees work.

The description of the major activity indicated on the Headquarters' Report (Type 3) must reflect the dominant economic activity of the company in which the greatest number of employees are engaged.

Remarks

Include in this section any remarks, explanations, or other pertinent information regarding this report.

Certification

If all reports have been completed at headquarters, the authorized official should check Item 1 and sign the Consolidated Report only. If the reports have been completed by the individual establishments, the authorized official should check Item 2 and sign the establishment report.

APPENDIX

1. DEFINITIONS APPLICABLE TO ALL EMPLOYERS

a. "Commission" refers to the Equal Employment Opportunity Commission.

b. "OFCCP" refers to the Office of Federal Contract Compliance Programs, U.S. Department of Labor, established to implement Executive Order 11246, as amended.

c. "Joint Reporting Committee" is the committee representing the Commission and OFCCP for the purpose of administering this report system.

d. "Employer" under Section 701(b), Title VII of the Civil Rights Act of 1964, as amended, means a person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, and any agent of such a person, but such term does not include the United States, a corporation wholly owned by the government of the United States, an Indian tribe, or any department or agency of the District of Columbia subject by statute to procedures of the competitive service (as defined in section 2102 of Title 5 of the United States Code), or a bona fide private membership club (other than a labor organization) which is exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954; OR any person or entity subject to Executive Order 11246 who is a federal government prime contractor or subcontractor at any tier (including a bank or other establishment serving as a depository of federal government funds, or an issuing and paying agent of U.S. Savings Bonds and Notes, or a holder of a federal government bill of lading) or a federally-assisted construction prime contractor or subcontractor at any tier.

e. "Employee" means any individual on the payroll of an employer who is an employee for purposes of the employer's withholding of Social Security taxes except insurance sales agents who are considered to be employees for such purposes solely because of the provisions of 26 USC 3121 (d) (3) (B) (the Internal Revenue Code). Leased employees are included in this definition. Leased Employee means a permanent employee provided by an employment agency for a fee to an outside company for which the employment agency handles all personnel tasks including payroll, staffing, benefit payments and compliance reporting. The employment agency shall, therefore, include leased employees in its EEO-1 report. The term "employee" SHALL NOT include persons who are hired on a casual basis for a specified time, or for the duration of a specified job (for example, persons at a construction site whose employment relationship is expected to terminate with the end of the employee's work at the site); persons temporarily employed in any industry other than construction, such as temporary office workers, mariners, stevedores, lumber yard workers, etc., who are hired through a hiring hall or other referral arrangement, through an employee contractor or agent, or by some individual hiring arrangement, or persons (EXCEPT leased employees) on the payroll of an employment agency who are referred by such agency for work to be performed on the premises of another employer under that employer's direction and control.

It is the opinion of the General Counsel of the Commission that Section 702, Title VII of the Civil Rights Act of 1964, as

amended, does not authorize a complete exemption of religious organizations from the coverage of the Act or of the reporting requirements of the Commission. The exemption for religious organizations applies to discrimination on the basis of religion. Therefore, since the Standard Form 100 does not provide for information as to the religion of employees, religious organizations must report all information required by this form.

f. "Commerce" means trade, traffic, commerce, transportation, transmission, or communication among the several States; or between a State and any place outside thereof; or within the District of Columbia, or a possession of the United States; or between points in the same State but through a point outside thereof.

g. "Industry Affecting Commerce" means any activity, business or industry in commerce or in which a labor dispute would hinder or obstruct commerce or the free flow of commerce and includes any activity or industry "affecting commerce" within the meaning of the Labor Management Reporting and Disclosure Act of 1959. Any employer of 15 or more persons is presumed to be in an "industry affecting commerce."

h. "Establishment" is an economic unit which produces goods or services, such as a factory, office, store, or mine. In most instances, the establishment is at a single physical location and is engaged in one, or predominantly one, type of economic activity. (definition adapted from the *North American Industry Classification System - 2002*).

Units at different physical locations, even though engaged in the same kind of business operation, must be reported as separate establishments. For locations involving construction, transportation, communications, electric, gas, and sanitary services, oil and gas fields, and similar types of physically dispersed industrial activities, however, it is not necessary to list separately each individual site, project, field, line, etc., unless it is treated by you as a separate legal entity. For these types of activities, list as establishments only those relatively permanent main or branch offices, terminals, stations etc., which are either: (a) directly responsible for supervising such dispersed activities; or (b) the base from which personnel and equipment operate to carry out these activities. (Where these dispersed activities cross State lines, at least one such "establishment" should be listed for each State involved.)

i. "Major Activity" means the major product or group of products produced or handled, or services rendered by the reporting unit (e.g., manufacturing airplane parts, retail sales of office furniture) in terms of the activity at which the greatest number of all employees work. The description includes the type of product manufactured or sold or the type of service provided.

2. DEFINITIONS APPLICABLE ONLY TO GOVERNMENT CONTRACTORS SUBJECT TO EXECUTIVE ORDER 11246

- a. "Order" means Executive Order 11246, as amended.
- b. "Contract" means any government contract or any federally-assisted construction contract.
- c. "Prime Contractor" means any employer having a government contract or any federally-assisted construction contract, or any employer serving as a depository of federal government funds.
- d. "Subcontractor" means any employer having a contract with a prime contractor or another subcontractor calling for supplies or

services required for the performance of a government contract or federally assisted construction contract.

e. "Contracting Agency" means any department, agency and establishment in the executive branch of the government, including any wholly-owned government corporation, which enters into contracts.

f. "Administering Agency" means any department, agency and establishment in the executive branch of the government, including any wholly-owned government corporation, which administers a program involving federally-assisted construction contracts.

3. RESPONSIBILITIES OF PRIME CONTRACTORS

a. At the time of an award of a subcontract subject to these reporting requirements, the prime contractor shall inform the subcontractor of its responsibility to submit annual EEO-1 employment data in accordance with these instructions.

b. If prime contractors are required by their Contracting Officer or subcontractors by their prime contractors, to submit notification of filing, they shall do so by ordinary correspondence. However, such notification is not required by and should not be sent to the Joint Reporting Committee.

4. RACE AND ETHNIC IDENTIFICATION

Self-identification is the preferred method of identifying the race and ethnic information necessary for the EEO-1 report. Employers are required to attempt to allow employees to use self-identification to complete the EEO-1 report. If an employee declines to self-identify, employment records or observer identification may be used.

Where records are maintained, it is recommended that they be kept separately from the employee's basic personnel file or other records available to those responsible for personnel decisions.

Race and ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above five races.

Instructions for assigning employees into the race/ethnic categories:

Hispanic or Latino - Include all employees who answer YES to the question, "Are you Hispanic or Latino". Report all Hispanic males in Column A and Hispanic females in Column B.

White (Not Hispanic or Latino) - Include all employees who identify as White males in Column C and as White females in Column I.

Black or African American (Not Hispanic or Latino)- Include all employees who identify as Black males in Column D and as Black females in Column J.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - Include all employees who identify as Native Hawaiian or Other Pacific Islander males in Column E and as Native Hawaiian or Other Pacific Islander females in Column K.

Asian (Not Hispanic or Latino) - Include all employees who identify as Asian males in Column F and as Asian females in Column L.

American Indian or Alaska Native (Not Hispanic or Latino) - Include all employees who identify as American Indian or Alaska Native males in Column G and as American Indian or Alaska Native females in Column M.

Two or More Races (Not Hispanic or Latino) - Report all male employees who identify with more than one of the above five races in Column H and all female employees who identify with more than one of the above five races in Column N.

As to the method of collecting data, the basic principles for ethnic and racial self-identification for purposes of the EEO-1 report are:

- (1) Offer employees the opportunity to self-identify
- (2) Provide a statement about the voluntary nature of this inquiry for employees. For example, language such as the following may be used (employers may adapt this language):

"The employer is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual."

5. DESCRIPTION OF JOB CATEGORIES

The major job categories are listed below, including a brief description of the skills and training required for occupations in that category and examples of the job titles that fit each category. The examples shown below are illustrative and not intended to be exhaustive of all job titles in a job category. These job categories are primarily based on the average skill level, knowledge, and responsibility involved in each occupation within the job category.

The Officials and Managers category as a whole is to be divided into the following two subcategories: Executive/Senior Level Officials and Managers and First/Mid Level Officials and Managers. These subcategories are intended to mirror the employer's own well established hierarchy of management positions. Small employers who may not have two well-defined hierarchical steps of management should report their management employees in the appropriate categories.

Executive/Senior Level Officials and Managers. Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are: vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dieticians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

Technicians. Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training,

certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

Sales Workers. These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include: advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

Administrative Support Workers. These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processors and typists; proofreaders; desktop publishers; and general office clerks.

Craft Workers (formerly Craft Workers (Skilled)). Most jobs in this category includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipelayers, plumbers, pipefitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision required to perform them, based on clearly defined task specifications, such as: millwrights; etchers and engravers; tool and die makers; and pattern makers.

Operatives (formerly Operatives (Semi-skilled)). Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers; laundry and dry cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders and sorters; bakers; and butchers and other meat, poultry and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.

Laborers and Helpers (formerly Laborers (Unskilled)). Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank servicers; and sewer pipe cleaners.

Service Workers. Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples of food service positions include:

cooks; bartenders; and other food service workers. Examples of personal service positions include: medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include: cleaners; janitors; and porters. Examples of protective service positions include: transit and railroad police and fire fighters; guards; private detectives and investigators.

6. LEGAL BASIS FOR REQUIREMENTS

SECTION 709(c), TITLE VII, CIVIL RIGHTS ACT OF 1964, AS AMENDED

Recordkeeping; reports

Every employer, employment agency, and labor organization subject to this title shall (1) make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed, (2) preserve such records for such periods, and (3) make such reports therefrom as the Commission shall prescribe by regulation or order, after public hearing, as reasonable, necessary, or appropriate for the enforcement of this title or the regulations or orders thereunder. The Commission shall, by regulation, require each employer, labor organization, and joint labor-management committee subject to this title which controls an apprenticeship or other training program to maintain such records as are reasonably necessary to carry out the purposes of this title, including, but not limited to, a list of applicants who wish to participate in such program, including the chronological order in which applications were received, and to furnish to the Commission upon request, a detailed description of the manner in which persons are selected to participate in the apprenticeship or other training program. Any employer, employment agency, labor organization, or joint labor-management committee which believes that the application to it of any regulation or order issued under this section would result in undue hardship may apply to the Commission for an exemption from the application of such regulation or order, and, if such application for an exemption is denied, bring a civil action in the United States District Court for the district where such records are kept. If the Commission or the court, as the case may be, finds that the application of the regulation or order to the employer, employment agency, or labor organization in question would impose an undue hardship, the Commission or the court, as the case may be, may grant appropriate relief. If any person required to comply with the provisions of this subsection fails or refuses to do so, the United States District Court for the district in which such person is found, resides, or transacts business, shall, upon application of the Commission, or the Attorney General in a case involving a government, governmental agency or political subdivision, have jurisdiction to issue to such person an order requiring him to comply.

TITLE 29, CHAPTER XIV CODE OF FEDERAL REGULATIONS

NOTE: A few aspects of the following regulations will need to be revised to conform with the EEO-1 Report to be used beginning with the 2007 reporting period.

Subpart B—Employer Information Report

§1602.7 Requirement for filing of report.

On or before September 30 of each year, every employer that is subject to Title VII of the Civil Rights Act of 1964, as amended,

and that has 100 or more employees, shall file with the Commission or its delegate executed copies of Standard Form 100, as revised (otherwise known as "Employer Information Report EEO-1"), in conformity with the directions set forth in the form and accompanying instructions. Notwithstanding the provisions of §1602.14, every such employer shall retain at all times at each reporting unit, or at company or divisional headquarters, a copy of the most recent report filed for each such unit and shall make the same available if requested by an officer, agent, or employee of the Commission under the authority of section 710 of Title VII. Appropriate copies of Standard Form 100 in blank will be supplied to every employer known to the Commission to be subject to the reporting requirements, but it is the responsibility of all such employers to obtain necessary supplies of the form from the Commission or its delegate prior to the filing date.

§1602.8 Penalty for making of willfully false statements on report.

The making of willfully false statements on Report EEO-1 is a violation of the United States Code, Title 18, section 1001, and is punishable by fine or imprisonment as set forth therein.

§ 1602.9 Commission's remedy for employer's failure to file report.

Any employer failing or refusing to file Report EEO-1 when required to do so may be compelled to file by order of a U.S. District Court, upon application of the Commission.

§ 1602.10 Employer's exemption from reporting requirements.

If an employer claims that the preparation or filing of the report would create undue hardship, the employer may apply to the Commission for an exemption from the requirements set forth in this part, according to instruction 5. If an employer is engaged in activities for which the reporting unit criteria described in section 5 of the instructions are not readily adaptable, special reporting procedures may be required. If an employer seeks to change the date for filing its Standard Form 100 or seeks to change the period for which data are reported, an alternative reporting date or period may be permitted. In such instances, the employer should so advise the Commission by submitting to the Commission or its delegate a specific written proposal for an alternative reporting system prior to the date on which the report is due.

§ 1602.11 Additional reporting requirements.

The Commission reserves the right to require reports, other than that designated as the Employer Information Report EEO-1, about the employment practices of individual employers or groups of employers whenever, in its judgment, special or supplemental reports are necessary to accomplish the purposes of Title VII or the Americans with Disabilities Act (ADA). Any system for the requirement of such reports will be established in accordance with the procedures referred to in section 709(c) of Title VII or section 107 of the ADA and as otherwise prescribed by law.

Subpart C—Recordkeeping by Employers

§ 1602.12 Records to be made or kept.

The Commission has not adopted any requirement, generally applicable to employers, that records be made or kept. It reserves

the right to impose recordkeeping requirements upon individual employers or groups of employers subject to its jurisdiction whenever, in its judgment, such records (a) are necessary for the effective operation of the EEO-1 reporting system or of any special or supplemental reporting system as described above; or (b) are further required to accomplish the purposes of Title VII or the ADA. Such recordkeeping requirements will be adopted in accordance with the procedures referred to in section 709(c) of Title VII, or section 107 of the ADA, and otherwise prescribed by law.

§ 1602.13 Records as to racial or ethnic identity of employees.

Employers may acquire the information necessary for completion of items 5 and 6 of Report EEO-1 either by visual surveys of the work force, or at their option, by the maintenance of post-employment records as to the identity of employees where the same is permitted by State law. In the latter case, however, the Commission recommends the maintenance of a permanent record as to the racial or ethnic identity of an individual for purpose of completing the report form only where the employer keeps such records separately from the employee's basic personnel form or other records available to those responsible for personnel decisions, e.g., as part of an automatic data processing system in the payroll department.

§ 1602.14 Preservation of records made or kept.

Any personnel or employment record made or kept by an employer (including but not necessarily limited to requests for reasonable accommodation, application forms submitted by applicants and other records having to do with hiring, promotion, demotion, transfer, lay-off or termination, rates of pay or other terms of compensation, and selection for training or apprenticeship) shall be preserved by the employer for a period of one year from the date of the making of the record or the personnel action involved, whichever occurs later. In the case of involuntary termination of an employee, the personnel records of the individual terminated shall be kept for a period of one year from the date of termination. Where a charge of discrimination has been filed, or an action brought by the Commission or the Attorney General, against an employer under Title VII or the ADA, the respondent employer shall preserve all personnel records relevant to the charge or action until final disposition of the charge or the action. The term "personnel records relevant to the charge," for example, would include personnel or employment records relating to the aggrieved person and to all other employees holding positions similar to that held or sought by the aggrieved person and application forms or test papers completed by an unsuccessful applicant and by all other candidates for the same position as that for which the aggrieved person applied and was rejected. The date of *final disposition of the charge or the action* means the date of expiration of the statutory period within which the aggrieved person may bring an action in a U. S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated.

- Joint Reporting Committee
- Equal Employment Opportunity Commission
 - Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006
O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).
- | | |
|---|--|
| <p>(1) <input checked="" type="checkbox"/> Single-establishment Employer Report</p> | <p>Multi-establishment Employer:</p> <p>(2) <input type="checkbox"/> Consolidated Report (Required)</p> <p>(3) <input type="checkbox"/> Headquarters Unit Report (Required)</p> <p>(4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 50 or more employees)</p> <p>(5) <input type="checkbox"/> Special Report</p> |
|---|--|

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company <u>Flynn Brothers Contracting, Inc.</u>					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2, omit if same as label)					a.
Address (Number and street) <u>1213 Outer Loop</u>					b.
City or town <u>LOUISVILLE</u>	State <u>KY</u>	ZIP code <u>40219</u>			c.
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment					d.
Address (Number and street)	City or Town	County	State	ZIP code	e.
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					f.
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

- | | |
|--|---|
| <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?</p> <p>2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?</p> <p>3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?</p> <p>If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one): XXXXXXXXXX</p> |
|--|---|

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank figures will be considered as zeros.

Section D - EMPLOYMENT DATA

Number of Employees
(Report employees in only one category)

Job Categories	Race/Ethnicity														Total Col A - N		
	Hispanic or Latino		Not-Hispanic or Latino										Female				
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races			
Executive/Senior Level Officials and Managers 1,1			45														46
First/Mid-Level Officials and Managers 1,2																	0
Professionals			6														6
Technicians			5														5
Sales Workers			10														10
Administrative Support Workers			6														17
Craft Workers			1														45
Operatives			2														64
Laborers and Helpers			7														90
Service Workers			6														
TOTAL	10	10	227	12	0	0	0	1	0	13	0	0	0	0	0	0	269
PREVIOUS YEAR TOTAL	11	12	267	18	0	0	1	0	13	0	0	0	0	0	0	0	311

1. Date(s) of payroll period used: 8-2009 / 8-2008 (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) **HEAVY HWY CONST/SITE PREP**

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

- Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 one 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: **Debbie Melton** Title: **HR MANAGER** Signature: *Debbie Melton* Date: **8-3-2010**
 Name of person to contact regarding this report: **Debbie Melton** Title: **HR MANAGER** Address (Number and Street): **1213 Outer Loop**
 City and State: **Louisville, KY** Zip Code: **40219** Telephone No. (including Area Code and Extension): **502-400-9004** Email Address: **dmelton@flynbrothers.com**

All reports and information obtained from individual reports will be kept confidential as required by Section 799(c) of Title VII. WILLFUL FALSIFICATION STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

OFCCP Subcontract Notification

Within 10 days of the award of a subcontract over \$10,000, the prime contractor should send this form to:

**U.S. Department of Labor
ESA - Office of Federal Contract Compliance Programs
Gene Snyder U.S. Courthouse & Custom House
601 W. Broadway, Room 15
Louisville, KY 40202-2239**

A separate notification must be filed for each subcontract over \$10,000.

**Federal Agency: Department of Housing and Urban Development
Grant Program: Community Development Block Grant**

Contracting Agency: _____

Prime Contractor's Name: _____

Address: _____

Telephone Number: _____

Subcontractor's Name: _____

Address: _____

Telephone Number: _____

Employer ID Number: _____

Amount of Subcontract: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Subcontract Number: _____

City/County of Work Site: _____

Crafts that will be working on the project: _____

Scope of Subcontract: _____

Date of Subcontract Award: _____

Signature

Title

Date

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to *contracting*, and Part III summarizes recipients' *efforts* to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. *Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.*

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) this report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



U.S. Department of Labor Employment Standards Administration

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF)

OMB Control No. 1215-0149, Expires 12/31/2011.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an

individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER				EMPLOYEE INFORMATION				
NAME OF PRIME CONTRACTOR				LAST NAME		FIRST NAME		MI
				STREET ADDRESS				
NAME OF EMPLOYER				CITY		STATE	ZIP CODE	
				SUPERVISOR'S NAME		WORK CLASSIFICATION		WAGE RATE
LAST NAME		FIRST NAME		MI				

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE		DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME
		DATE (YYMMDD)

INTERVIEWER'S COMMENTS			
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

**SECTION D:
WAGE DECISION**

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) FLYNN BROTHERS CONTRACTING, INC.	
Business name, if different from above SAME	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1213 OUTER LOOP	Requester's name and address (optional)
City, state, and ZIP code LOUISVILLE, KY 40219	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

3/4/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Flynn Brothers Contracting, Inc.

P. O. Box 32065, Louisville, KY 40232

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Louisville-Jefferson County Metro Government

Purchasing Department 531 Court Place, Room 306 (Fiscal Court Building), Louisville, KY 40202-3321

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

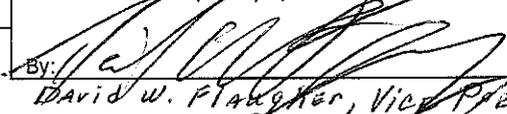
WHEREAS, the Principal has submitted a bid for Bid #2022 - 2010 CDBG Louisville Metro Road Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of March, 2010


(Witness)

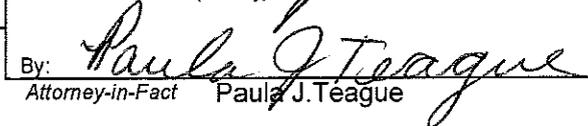
Flynn Brothers Contracting, Inc.
(Principal) (Seal)

By: 
DAVID W. FLANAGAN, Vice President (Title)


(Witness)



Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: 
Paula J. Teague (Title)
Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Flynn Brothers Contracting, Inc.

OR

Project Description: Bid #2022 - 2010 CDBG Louisville Metro Road Improvements

Obligee: Louisville-Jefferson County Metro Government Purchasing Department

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Paula J. Teague of the City of Louisville, State of KY, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of August, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of August, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March, 2010.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 105409986

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Flynn Brothers Contracting, Inc.
P. O. Box 32065
Louisville, KY 40232

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

Louisville-Jefferson County Metro
Government Purchasing Department
611 W. Jefferson Street Mezzanine Level
Louisville, KY 40202-3321

CONSTRUCTION CONTRACT

Date:
Amount: \$481,554.10 Four Hundred Eighty One Thousand Five Hundred Fifty Four Dollars and 10/100
Description (Name and Location): Bid #2022 - CDBG 2010 Louisville Metro Road Improvements

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$481,554.10 Four Hundred Eighty One Thousand Five Hundred Fifty Four Dollars and 10/100
Modifications to this Bond: [X] None [] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Flynn Brothers Contracting, Inc.

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: [Handwritten Signature]
Name and Title:

PERN RASTICOVY, JR., TREASURER
(Any additional signatures appear on page 3)

Signature: [Handwritten Signature]
Name and Title: Paula J. Teague

Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

Wells Fargo Insurance Services USA, Inc.
950 Breckenridge Lane, Suite 50
Louisville, KY 40207-4675
502-425-9444

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 105409986

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Flynn Brothers Contracting, Inc.
P. O. Box 32065
Louisville, KY 40232

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

Louisville-Jefferson County Metro Government Purchasing Department
611 W. Jefferson Street Mezzanine Level
Louisville, KY 40202-3321

CONSTRUCTION CONTRACT

Date:

Amount: \$481,554.10 Four Hundred Eighty One Thousand Five Hundred Fifty Four Dollars and 10/100

Description (Name and Location): Bid #2022 - CDBG 2010 Louisville Metro Road Improvements

BOND

Date (Not earlier than Construction Contract Date):

Amount: 481,554.10 Four Hundred Eighty One Thousand Five Hundred Fifty Four Dollars and 10/100

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company:

Flynn Brothers Contracting, Inc.

(Corporate Seal)

SURETY

Company:

Travelers Casualty and Surety Company of America

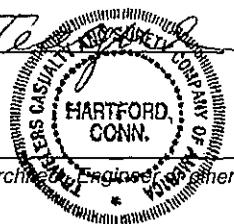
(Corporate Seal)

Signature: Peter Rastromy, Jr.

Name and Title: Peter Rastromy, Jr.
TREASURER

Signature: Paula J. Teague

Name and Title: Paula J. Teague
Attorney-in-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Wells Fargo Insurance Services USA, Inc.
950 Breckenridge Lane, Suite 50
Louisville, KY 40207-4675

502-425-9444

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105409986

Principal: Flynn Brothers Contracting, Inc.

OR

Project Description: Bid #2022 - CDBG 2010 Louisville Metro Road Improvements

Obltgee: Louisville-Jefferson County Metro Government Purchasing Department

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Paula J. Teague of the City of Louisville, State of KY, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of August, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of August, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

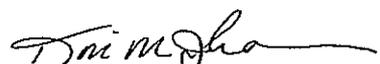
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.