



**CALL NO. 100**

**CONTRACT ID. 244000**

**VARIOUS COUNTIES**

**FED/STATE PROJECT NUMBER HSIP 9010(573)**

**DESCRIPTION VARIOUS ROUTES IN DISTRICT 5**

**WORK TYPE PAVEMENT MARKERS & REFLECTORS**

**PRIMARY COMPLETION DATE 12/31/2025**

**LETTING DATE: July 18,2024**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 18,2024. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 05

**CONTRACT ID - 244000**

**HSIP 9010(573)**

**COUNTY - VARIOUS**

**PCN - 0512199992401**

**HSIP 9010(573)**

VARIOUS ROUTES IN DISTRICT 5 INSTALLATION OF PAVEMENT MARKERS AND LENS REPLACEMENTS IN  
VARIOUS COUNTIES.PAVEMENT MARKERS & REFLECTORS SYP NO. 05-09046.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:11:20.00 LONGITUDE 85:14:09.00  
ADT

**COMPLETION DATE(S):**

COMPLETED BY 12/31/2025

APPLIES TO ENTIRE CONTRACT

COMPLETED BY 12/15/2024

MILESTONE DATE - TIER 1 ROUTES (SEE SN FOR COMPLETION DATES)

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's electronic bidding software. The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](http://www.bidx.com)) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. When prescribed in said directives, the contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom shall be contacted through their individual Protection Notification Center. Non-compliance with these directives can result in the enforcement of penalties.

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by email to [kytc.projectquestions@ky.gov](mailto:kytc.projectquestions@ky.gov). The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading "Questions & Answers" on the Construction Procurement website ([www.transportation.ky.gov/construction-procurement](http://www.transportation.ky.gov/construction-procurement)). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

### **HARDWOOD REMOVAL RESTRICTIONS**

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and

shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

### **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

### **LOBBYING PROHIBITIONS**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.



## **1.0 BUY AMERICA REQUIREMENT.**

Follow the “Buy America” provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

## **2.0 – BUILD AMERICA, BUY AMERICA (BABA)**

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all “construction materials” as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials

incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

Finally, BABA permits the continuation of FHWA's current general applicability waivers for manufactured products, raw materials, and ferryboat parts, but these waivers are subject to reevaluation, specifically the general applicability waiver for manufactured products.

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it is in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

[Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#)

October 26, 2023 Letting

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

10/26/2023

**BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE**

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.**

### **FEDERAL CONTRACT NOTES**

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

- |                                |  |
|--------------------------------|--|
| 102.02 Current Rating          | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders           |
| 102.09 Proposal Guaranty       |  |

### **CIVIL RIGHTS ACT OF 1964**

The Kentucky Transportation Cabinet, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income- level, or Limited English Proficiency (LEP) in consideration for an award.

### **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.

### **SECOND TIER SUBCONTRACTS**

Second tier subcontracts are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. Sub-Contractors fulfilling a disadvantaged business enterprise goal on a project may enter into a 2<sup>nd</sup> tier subcontract with a Non-DBE Subcontractor. However, in this instance, none of the work subcontracted to the Non-DBE Contractor will count toward fulfilling the established Disadvantaged Goal for the project.

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within **5** days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Proposal Line Number, Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
  - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
  - b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;

- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

**AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION)**

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit DBE Subcontract Agreement Form, TC 14-36, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office for Civil Rights and Small Business Development to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.



### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

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

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

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

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

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

\*\*\*\*\* IMPORTANT \*\*\*\*\*

**Please mail the original, signed and completed TC (18-7) Affidavit of Subcontractor Payment form and all copies of checks for payments listed above to the following address:**

Office for Civil Rights and Small Business Development  
6<sup>th</sup> Floor West 200 Mero Street  
Frankfort, KY 40622

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Tony Youssefi. Mr. Youssefi's current contact information is email address – [tyousseffi@ky.gov](mailto:tyousseffi@ky.gov) and the telephone number is (502) 564-3601.

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

### **PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

In accordance with the FY 2019 National Defense Authorization Act (NDAA), 2 CFR 200.216, and 2 CFR 200.471, Federal agencies are prohibited, after August 13, 2020, from obligating or expending financial assistance to obtain certain telecommunications and video surveillance services and equipment from specific producers. As a result of these regulations, contractors and subcontractors are prohibited, on projects with federal funding participation, from providing telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).**

**(REV 12-17-15) (1-16)**

SECTION 7 is expanded by the following new Article:

102.10 **Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**NATIONAL HIGHWAY**

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

## General Project Notes for Pavement Markers

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- 1. General.** The intent of this contract is to furnish and install Inlaid Pavement Markers for newly resurfaced roads and maintenance of existing markers on select routes. The roadway segments listed in the summary have been identified as either being **TIER 1** or **TIER 2**.

**Both TIER 1 and TIER 2** routes are defined as one of the following:

- roadway segments with existing pavement markers that need a portion of the lenses replaced or are in need of additional pavement markers
- roadway segments that have recently been surfaced and are currently ready for installation of new pavement markers

The Engineer has the discretion to remove any route from the contract.

- 2. Completed Work Submittal.** The Contractor shall submit the completed quantities of work within 48 hours of each shift. The quantity submittal shall include the description of each location work was performed (County, Route, Milepoints, etc.). The included quantities shall be separated by marker type (Type IV or Inlaid) and lens color (Mono-White MW, Mono-Yellow MY, Bi-Yellow BY, Bi-White/Red WR, and Bi-Yellow/Red YR). The submittal shall be emailed to the KYTC representative in a clear and concise format allowing for quick filing, such as a PDF or spreadsheet.

- 3. Pavement Marker Type IV.** Payment for 1 EACH Type IV Pavement Marker Lens shall be made per the following:

- Type V Casting – 1 EACH Type IV lens per existing casting.
- Inlaid – 2 EACH Type IV lens per existing inlaid cut.
- The bid items for Type IV Pavement Markers shall include re-installation of any missing epoxy and/or lens in existing inlaid sawcuts. Routes that may require epoxy installation are noted in the location summary comments.

- 4. Completion Date.** See the Special Note for Completion Dates & Liquidated Damages.

- 5. Conflicts.** When other construction projects are in progress within the limits of the designated work areas, install no pavement markers that will be removed or damaged by immediate subsequent construction. The Engineer will give notification of all conflicting construction projects. Schedule the installation of pavement markers after completion of the conflicting construction. When scheduling is impossible or creates an undue hardship, the Engineer will remove the site from this project.

General Project Notes for Pavement Markers  
Page 2 of 2

**PERMANENT TRAFFIC COUNT STATIONS**

The Contractor is advised that Permanent Traffic Count Stations could be located within the limits of the planned locations of work. The Contractor shall be responsible for locating, marking, protecting, and preserving the Permanent Traffic Count Stations. A list of Permanent Traffic Count Stations is included in the proposal to aid in the location of the Permanent Traffic Count Stations to ensure they are not disturbed or damaged during the pavement marker and/or lens replacement work.

The Engineer will notify KYTC's Division of Planning, TEMAC Branch Manager, of any damage to an existing Permanent Traffic Count Station. TEMAC staff will provide the Contractor with any necessary plans and specifications for replacing a damaged Permanent Traffic Count Station. The Contractor shall replace any existing Permanent Traffic Count Station facilities and/or equipment damaged or destroyed by the Contractor, at no expense to the Department. The Contractor is advised that replacement costs of a Permanent Traffic Count Station may be \$30,000 or higher.

**List of Permanent Traffic Count Stations within District 5 - DO NOT DISTURB**

County	Prefix	Route	Approx. MilePoint	Station
Bullitt	I	65	103.850	503
Bullitt	I	65	110.450	P72
Bullitt	I	65	112.750	762
Bullitt	I	65	116.000	753
Bullitt	I	65	118.750	752
Bullitt	KY	44	12.800	A03
Bullitt	KY	44	13.400	A02
Franklin	I	64	51.000	507
Franklin	I	64	57.100	503
Franklin	US	60	0.100	P01
Franklin	US	60	11.000	A64
Franklin	US	127	5.700	A84
Franklin	US	421	4.160	A81
Henry	I	71	30.950	782
Henry	I	71	35.530	P48
Jefferson	I	64	0.700	753
Jefferson	I	64	2.200	P92
Jefferson	I	64	3.050	T98
Jefferson	I	64	4.450	863
Jefferson	I	64	4.950	M40
Jefferson	I	64	5.400	M84
Jefferson	I	64	6.100	M86
Jefferson	I	64	7.100	N09
Jefferson	I	64	9.200	A28
Jefferson	I	64	11.600	A26
Jefferson	I	64	13.200	220
Jefferson	I	64	16.000	B33
Jefferson	I	64	18.300	222
Jefferson	I	64	20.700	019
Jefferson	I	65	123.300	590
Jefferson	I	65	125.500	G81
Jefferson	I	65	127.500	713
Jefferson	I	65	129.270	G23
Jefferson	I	65	130.050	783
Jefferson	I	65	131.900	787
Jefferson	I	265	27.700	B14
Jefferson	I	265	29.400	B39
Jefferson	I	265	30.600	A76
Jefferson	I	265	33.400	A13
Jefferson	I	265	34.400	A11
Jefferson	KY	61	0.170	P84
Jefferson	KY	61	1.250	286
Jefferson	KY	61	3.000	593
Jefferson	KY	61	3.750	999
Jefferson	KY	61	5.150	501
Jefferson	KY	61	6.600	607
Jefferson	KY	61	8.630	785
Jefferson	KY	146	0.590	010

County	Prefix	Route	Approx. MilePoint	Station
Jefferson	KY	155	11.200	339
Jefferson	KY	155	12.700	W03
Jefferson	KY	155	14.300	159
Jefferson	KY	841	0.900	G80
Jefferson	KY	841	4.500	G79
Jefferson	KY	841	6.900	G78
Jefferson	KY	841	8.450	G77
Jefferson	KY	864	10.550	776
Jefferson	KY	864	11.500	775
Jefferson	KY	913	2.100	S55
Jefferson	KY	913	2.430	M41
Jefferson	KY	1065	7.400	400
Jefferson	KY	1142	1.316	P14
Jefferson	KY	1447	4.400	192
Jefferson	KY	1447	5.750	096
Jefferson	KY	1447	7.300	092
Jefferson	KY	1703	0.810	466
Jefferson	KY	1703	1.700	766
Jefferson	KY	1703	2.600	771
Jefferson	KY	1747	0.400	633
Jefferson	KY	1747	1.720	606
Jefferson	KY	1747	3.070	406
Jefferson	I	65	133.410	P99
Jefferson	I	65	135.800	M36
Jefferson	I	65	136.800	M38
Jefferson	I	71	1.220	M88
Jefferson	I	71	3.500	A03
Jefferson	I	71	5.800	A07
Jefferson	I	71	10.100	A05
Jefferson	I	264	0.310	Q04
Jefferson	I	264	0.670	N17
Jefferson	I	264	2.350	N02
Jefferson	I	264	3.600	N13
Jefferson	I	264	4.500	N15
Jefferson	I	264	5.900	N30
Jefferson	I	264	8.210	805
Jefferson	I	264	9.440	801
Jefferson	I	264	10.490	795
Jefferson	I	264	11.530	791
Jefferson	I	264	13.000	777
Jefferson	I	264	14.100	773
Jefferson	I	264	15.000	P94
Jefferson	I	264	15.000	P95
Jefferson	I	264	16.500	441
Jefferson	I	264	17.500	157
Jefferson	I	264	18.400	153
Jefferson	I	264	19.500	177
Jefferson	I	264	21.500	211

**List of Permanent Traffic Count Stations within District 5 - DO NOT DISTURB**

County	Prefix	Route	Approx. MilePoint	Station
Jefferson	I	264	22.500	A01
Jefferson	I	265	11.100	G74
Jefferson	I	265	12.796	D28
Jefferson	I	265	14.050	D09
Jefferson	I	265	16.100	P98
Jefferson	I	265	18.500	D34
Jefferson	I	265	22.350	D35
Jefferson	I	265	24.850	D01
Jefferson	I	265	26.300	036
Jefferson	KY	1747	4.230	D17
Jefferson	KY	1747	4.920	Q01
Jefferson	KY	1747	6.503	Q02
Jefferson	KY	1747	7.350	Q03
Jefferson	KY	1747	9.450	L72
Jefferson	KY	1747	9.900	L61
Jefferson	KY	1747	11.180	023
Jefferson	KY	1747	11.650	A47
Jefferson	KY	1747	12.060	A53
Jefferson	KY	1747	13.070	024
Jefferson	KY	1747	14.600	A41
Jefferson	KY	1747	16.250	A42
Jefferson	KY	1932	2.300	A16
Jefferson	KY	1932	2.760	451
Jefferson	KY	1932	3.060	152
Jefferson	KY	1932	3.700	B05
Jefferson	KY	1934	9.450	841
Jefferson	KY	2050	0.150	185
Jefferson	KY	2052	0.200	399
Jefferson	KY	2052	1.050	D18
Jefferson	KY	2052	2.000	409
Jefferson	KY	2052	2.500	416
Jefferson	US	42	3.600	209
Jefferson	US	42	5.400	007
Jefferson	US	42	5.840	004
Jefferson	US	42	6.300	238
Jefferson	US	42	8.400	106
Jefferson	US	42	9.360	108
Jefferson	US	60	3.960	169
Jefferson	US	60	4.720	179
Jefferson	US	60	6.145	011
Jefferson	US	60	6.970	215
Jefferson	US	60	8.000	242
Jefferson	US	60	9.600	997
Jefferson	US	60	11.500	W02
Jefferson	US	60	12.690	998
Jefferson	US	60	13.760	016
Jefferson	US	150	1.250	994
Jefferson	US	150	2.250	S52

County	Prefix	Route	Approx. MilePoint	Station
Jefferson	US	150	3.130	S20
Jefferson	US	31E	4.500	261
Jefferson	US	31E	5.050	256
Jefferson	US	31E	7.100	475
Jefferson	US	31E	7.850	P80
Jefferson	US	31E	8.500	453
Jefferson	US	31E	9.740	424
Jefferson	US	31E	10.615	254
Jefferson	US	31E	11.450	460
Jefferson	US	31E	12.390	439
Jefferson	US	31E	14.640	P21
Jefferson	US	31W	6.180	512
Jefferson	US	31W	8.590	680
Jefferson	US	31W	10.850	651
Jefferson	US	31W	13.200	657
Jefferson	US	31W	14.300	660
Jefferson	US	31W	15.200	827
Jefferson	US	60A	7.850	899
Oldham	I	71	15.800	311
Oldham	I	71	17.700	313
Oldham	I	71	19.700	329
Oldham	I	71	23.200	315
Shelby	I	64	28.500	512
Shelby	I	64	30.600	520
Shelby	I	64	33.630	509
Shelby	I	64	35.900	P22
Shelby	I	64	46.360	254
Shelby	KY	2861	4.780	P19
Shelby	US	60	9.520	A48
Trimble	US	42	10.050	P28



**SPECIAL NOTE FOR PRE-BID VIDEO CONFERENCE  
DISTRICT 5 PAVEMENT MARKER INSTALLATION & MAINTENANCE  
ITEM NO. 5-9046.00  
CID 244000**

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The Department will conduct a Pre-Bid Webinar for the subject project at the following date and time:

**PRE-BID WEBINAR**

**DATE: Monday, July 8, 2024**

**TIME: 10:00 am (Eastern Time)**

Companies interested in bidding as prime contractors or part of a joint venture on the subject project shall be represented at the Pre-Bid Webinar. Companies must have a "distinct" individual present at the meeting, meaning an individual can only represent one company at the meeting. An attendance roster will be taken during the Pre-Bid Webinar. The Pre-Bid Webinar will be recorded, and each attendee will be asked to state their name and the company they are representing. **Only companies attending the mandatory Pre-Bid Webinar can be placed on the eligible bidder's list.**

The Pre-Bid Webinar aims to familiarize prospective bidders with the new ID/IQ process and contract requirements. There will be officials from the Department of Highways present to answer questions concerning the project and contracting process.

***Companies planning to bid must register for the Pre-Bid Webinar by 10:00 am (Eastern Time) on Friday, July 5, 2024, and shall be in attendance during the webinar.*** The following information will be required at registration to obtain the link to the Webinar: First Name, Last Name, Email Address, Company Name, Job Title, and Mailing Address. Once registered, a link will be sent to the email address provided.

**Link to Register for Pre-Bid Webinar:**

<https://events.gcc.teams.microsoft.com/event/fcd06fe2-6911-4ca1-b4a5-2eb9853c0653@d77c7f4d-d767-461f-b625-0628792e9e2a>

Attendance is mandatory for the Pre-Bid Webinar. The link provided via email must be utilized to attend the Pre-Bid Webinar. Microsoft Teams will supply a detailed report outlining the individuals in attendance, explicitly providing the time each registered participant entered and exited the meeting. Participants must be in attendance for the entirety of the meeting. The registration and attendance documents will be used to register the project bidders.

Disabled individuals wishing to attend the Pre-Bid Webinar who need special accommodations should contact the project manager, Mr. Mike Vaughn, at the Kentucky Transportation Cabinet in Frankfort, Kentucky, at [Mike.Vaughn@ky.gov](mailto:Mike.Vaughn@ky.gov) or (502) 782-4923 to request assistance.

## SPECIAL NOTE FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY

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### 1. Contract Time

- a. The initial contract completion date is shown on the cover page of the proposal. There may be up to four (4) one-year optional extensions. However, in no case shall the total duration of the contract exceed five (5) years.
- b. Both the Department and the Contractor must agree to each yearly extension.
- c. The Engineer will send a change order for the optional extension to the Contractor before the end of the current term of the contract. This will include any applicable updated prices for the extension. The quantities will be an estimate of the minimum of services needed and not a guarantee of work.
- d. The contractor shall have seven (7) working days to confirm acceptance of the contract extension after it is sent.
- e. The Engineer will include any unit bid price adjustments detailed in item 2 below with the Request for Contract Extension.

### 2. Price Adjustments

- a. The method for determining the updated bid prices for the extension are detailed in the Special Note for ID/IQ Price Escalation Method.
- b. Bid items that have adjustment provisions in the Standard Specifications are not eligible for price adjustments detailed in this Special Note.

### 3. Bid Quantities

- a. The bid quantities in the proposal are an estimated minimum of services needed. They are for bidding purposes only and not a guarantee of work. See the included Item Summary for an estimated maximum quantity of work per bid item for the contract.

### 4. Prevailing Wages

- a. Prevailing wages will apply to the contract.
- b. The current prevailing wage rate, as determined by the U.S. Department of Labor, in effect on the date of the execution of the contract extension shall apply to work covered under the contract extension. Any updates to the wage rates will be included in the contract extension documentation.
- c. The price adjustment detailed in the Special Note for ID/IQ Price Escalation Method shall be considered payment for any changes in the prevailing wages. There will not be any specific changes in unit bid prices for updates in the prevailing wages.

### 5. Additional Work

- a. Once the Department determines additional sites and quantities of work, the Engineer will contact the Contractor, in writing, to negotiate the start date and duration of the work. The negotiation period for additional work shall be completed in seven (7) calendar days unless both parties agree to an extension.
- b. The duration of work should be specified as calendar days or as a fixed completion date.
- c. The liquidated damages for failing to complete the work in the time negotiated will be based on the dollar amount of the combined work on the specific site(s).
- d. A change order will be executed before work commences. Once the final approval has been applied to the change order, the Engineer will notify the contractor in writing that the work may begin.

Indefinite Delivery/Indefinite Quantity  
Page 2 of 2

**6. National Environmental Policy Act (NEPA) process**

- a. The completed National Environmental Policy Act (NEPA) process may not occur prior to contract advertisement and award because specific project locations and scopes of work need to be developed. KYTC shall obtain the Federal Highway Administration (FHWA) Division Administrator's concurrence for contract advertisement and award prior to the completion of NEPA. The NEPA process must be completed prior to a work order being submitted for authorization and obligation of funds.

**7. Disadvantaged Business Enterprises**

- a. The requirements of 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs will apply to ID/IQ contracts. KYTC will establish DBE goals at the ID/IQ contract level for attainment on the entire project.

**8. Liquidated Damages**

- a. Once a contractor has accepted the work for a project site, they should mobilize and complete the work within the time specified in the change order. Failure to complete the work by the completion date will result in the application of liquidated damages per Standard Specification 108.09. Information concerning liquidated damage amounts and when they will apply will be detailed in the contract proposal and change order. The change order cost will be used to determine liquidated damages rate per Standard Specification 108.09.

**9. Final Payment and Project Closeout**

- a. The KYTC Project Engineer and Contractor are hereby notified that final payment for the contract shall be made within 90 days of the contract completion date. If meeting the 90-day deadline is unobtainable, the Department shall request a project closeout time extension from the FHWA with the applicable supporting justification.

**Special Note for the ID/IQ Price Escalation Method**

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The unit bids submitted will be applicable for the initial contract period. At the option of the Department and the Contractor, this contract may be extended for up four (4) additional periods of one year each. However, in no case shall the total contract time exceed five (5) years.

Prior to renewal of the contract, the unit bid prices for the extension will be calculated to reflect the adjustment in the Consumer Price Index for the previous contract period as published by the US Bureau of Labor and Statistics at <https://www.bls.gov/cpi/> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Department reserves the right to cancel this contract.

The unit price adjustment will be determined by comparing the published CPI for the month when the contract was let (or the published CPI used to establish the previous contract period prices) to the published CPI for the month the renewal is executed. If the CPI for the month of the renewal is unavailable at renewal, the latest published monthly CPI prior to the renewal month will be used. See example below.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296							

Example: project is being renewed in July 2022 and was let (or previously renewed) in May 2021

Published CPI for the month of renewal or the latest published monthly CPI prior to the renewal month (no CPI data for July 2022; use May 2022 CPI) .....292.296  
 Published CPI used when contract was let or previously renewed (May 2021)..... 269.195  
 Difference in CPIs ..... +23.101  
 Percent change ..... (+23.101 / 269.195) x 100 = **8.58%**

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will send a request for contract extension to the Contractor in writing if the contract is going to be extended. The Contractor must notify the Engineer in writing within seven (7) working days after notification from the Department of their acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

### Special Notes for Completion Dates & Liquidated Damages

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For the routes indicated as **TIER 1**, there is a fixed milestone date of **December 15, 2024**. For the routes indicated as **TIER 2**, work shall be completed by the end of the initial contract period, which is **December 31, 2025**.

Failure to complete a **TIER 1** route by the corresponding fixed milestone date for **TIER 1** routes will result in a 10% deduction from the corresponding unit bid price for all markers installed after the milestone date. The Engineer has the discretion to waive this penalty due to unforeseen circumstances, such as excessive poor weather, that prevent the installation of pavement markers before the fixed milestone date.

The Engineer has the discretion to bump any route down to a lower tier or remove any route from the contract if necessary.

For all additional work included in the contract by change order (either within the initial contract period or optional yearly extension), the required completion date shall be determined at the time of the change order.

Contrary to Section 108.09, Liquidated Damages will be assessed for the months of December through March.

Contrary to Section 108.09, Liquidated Damages will be assessed regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

Per the Special Note for Indefinite Delivery/Indefinite Quantity, liquidated damages shall be assessed for change order work not completed by the negotiated date included in the change order. Damages shall be calculated using the total change order cost per Section 108.09.

All liquidated damages will be applied accumulatively. All other applicable portions of Section 108 apply.

## **COORDINATION OF WORK WITH OTHER CONTRACTS**

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Be advised, there may be active project(s) adjacent to or within this project. These may be KYTC administered contracts or work being performed as part of a KYTC issued encroachment permit. The Engineer will help coordinate the work of any other Contractors or permit holders within the limits of this project. See Sections 105.06, 107.06 and 107.14 of the Standard Specifications.

### Special Note for Maintain and Control Traffic

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- 1. Description.** Traffic control for this contract shall be measured in units of EACH. The bid item MAINTAIN AND CONTROL TRAFFIC shall include all work necessary to install and maintain the required traffic control for the work being performed per the MUTCD and the applicable KYTC Standard Specifications, Standard Drawings and Sepias, current edition, or as directed by the Engineer. The use of off-duty police officers, when approved by the Department, is not included, but will be paid for under the LAW ENFORCEMENT OFFICER bid item.
  
- 2. Measurement.** The Department will measure MAINTAIN AND CONTROL TRAFFIC for Lens Replacements and Inlaid Pavement Markers separately. The Department remit payment for 1 EACH of the bid item MAINTAIN AND CONTROL TRAFFIC for each 1,000 Lens Replacements completed and accepted by the Engineer. The Department will also remit payment for 1 EACH of the bid item MAINTAIN AND CONTROL TRAFFIC for each 500 Inlaid Pavement Markers completed and accepted by the Engineer. As noted in the General Project Notes for Pavement Markers, the Contractor shall submit completed quantities of work within 48 hours of each shift. See the General Project Notes for Pavement Markers for more information about the Completed Work Submittal. At the conclusion of the work under the initial contract period (or at the conclusion of the work issued via change order), it is unlikely that the total number of Lens Replacements will be evenly divisible by 1,000, nor the total number of Inlaid Pavement Markers will be evenly divisible by 500. To determine the final quantities of MAINTAIN AND CONTROL TRAFFIC, the Department will utilize the following methodology:
  - For the Lens Replacements in excess of the last grouping of 1,000 the Department will remit payment for 1 EACH of the bid item MAINTAIN AND CONTROL TRAFFIC if the remaining number of Lens Replacements is between 100 – 999.
  - For the Inlaid Pavement Markers in excess of the last grouping of 500 the Department will remit payment for 1 EACH of the bid item MAINTAIN AND CONTROL TRAFFIC if the remaining number of Inlaid Pavement Markers is between 50 – 499.
  
- 3. Payment.** The Department will make payment for the completed and accepted quantities under the following:

<u>Bid Code</u>	<u>Description</u>	<u>Unit</u>
21741NC	MAINTAIN & CONTROL TRAFFIC (PER 1,000 LENS REPLACEMENTS)	EACH
21741NC	MAINTAIN & CONTROL TRAFFIC (PER 500 INLAID MARKERS)	EACH

## **TRAFFIC CONTROL PLAN DISTRICT 5 PAVEMENT MARKER INSTALLATION & MAINTENANCE**

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### **TRAFFIC CONTROL GENERAL**

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid by EACH unit of "Maintain and Control Traffic". See the Special Note for Maintain and Control Traffic.

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

Do not install Inlaid Pavement Markers on bridge decks. If pavement markers are specified for bridge decks, use flush-mounted Type IV-A markers. Install all necessary traffic control devices before beginning work. Provide egress and ingress to all ramps, side roads, and entrances at all times. After the pavement markers have been placed on the roadway, leave traffic control devices in place to protect the markers from damage by traffic until the Engineer determines the adhesive epoxy has sufficiently hardened. When work is suspended or completed and the Engineer determines the pavement markers are completely bonded to the pavement, immediately remove the traffic control devices.

Provide the Engineer with a proposed work schedule and traffic control plans for review a minimum of two weeks prior to beginning work.

### **TWO-LANE, TWO-WAY ROADWAYS**

The Department will consider installation of raised pavement markers on two-lane, two-way roadway sections to be short-duration operations. Accomplish the work in only one lane and affect the adjacent lane as little as possible. Sign approaches to the immediate work area in accordance with Standard Drawing TTC-100, current edition. Install the signs on approved temporary mountings.

As a minimum, equip all work vehicles used in the roadway with flashing LED warning lights. If a flashing arrow board is mounted directly on a work vehicle, operate the board in caution mode only; do not use a flashing arrow indication. The Department will not require the use of a Truck Mounted Attenuator (TMA) on two-lane, two-way roadway sections.

Maintain a minimum lane width of 10 feet (including paved shoulders). Do not use consecutive lane closures unless they are separated by two (2) miles or more. Use signs G20-1 and G20-2A to indicate the limits of the planned work area in a given shift.

### **MULTI-LANE ROADWAYS (NON-INTERSTATES)**

Place raised pavement markers behind stationary lane closures. Obtain the Engineer's approval for stationary lane closures prior to use. Sign approved stationary lane closures according to Standard Drawings TTC-115 and TTC-125, current editions. Grabber cones will be acceptable for day and night work to provide adequate lane



## Traffic Control Plan

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widths. If the Contractor desires an interior lane closure, prepare a plan and obtain the Engineer's approval prior to use. Install all necessary traffic control devices before beginning work.

Protect the work zone with a TMA conforming to Section 725.02.05 and 725.03.03. Place the TMA within the lane closure at locations approved by the Engineer.

Restrict the work area to not more than one lane of traffic plus 24 inches maximum of only one adjacent lane in each direction of travel. Provide a minimum lane width of 10 feet on surface streets; however, provide for passage of vehicles of up to 16 feet in width. Limit the length of a lane closure to not exceed 1 mile in urban areas or 3 miles in rural areas as designated by the Engineer. Do not erect more than one lane closure in each direction of travel unless there is at least 2 miles of separation between lane closures.

## INTERSTATES

Place raised pavement markers behind stationary lane closures. Obtain the Engineer's approval for stationary lane closures prior to use. Sign approved stationary lane closures according to Standard Drawings TTC-115 and TTC-125, current editions. Grabber cones will be acceptable for day and night work to provide adequate lane widths. Barrels shall be required in all lane closure tapers on all interstates and entrance and exit ramps. If the Contractor desires an interior lane closure, prepare a plan and obtain the Engineer's approval prior to use. Install all necessary traffic control devices before beginning work.

Protect the work zone with a TMA conforming to Sections 725.02.05 and 725.03.03. Place the TMA within the lane closure at locations approved by the Engineer. Contrary to Section 725.03.03, retain possession of the TMA upon completion of the work.

Restrict the work area to not more than one lane of traffic plus 24 inches maximum of only one adjacent lane in each direction of travel. On routes with three (3) or more lanes in a direction, multiple lanes may be closed simultaneously; however, the quantity of lanes to be closed and working hours shall be designated by the Engineer. Provide a minimum lane width of 11 feet, including entrance and exit ramps. Provide for passage of vehicles of up to 16 feet in width. Limit the length of a lane closure to not exceed 2 miles in urban areas or 4 miles in rural areas or as directed by the Engineer. Do not erect more than one lane closure in each direction of travel unless there is at least 2 miles of separation between lane closures.

If requested by the Contractor, the Engineer may approve Law Enforcement Officer Police Support on Interstate highways, Parkways, and ramps when pavement marker operations are taking place. If the Contractor requests Law Enforcement Officer Police Support on other than Interstate Highways, provide written justification for the Engineer's approval. If approved, provide one (1) police support unit for each lane closure, each unit consisting of an off-duty law enforcement officer from any police agency having lawful jurisdiction and a police car equipped with externally mounted flashing blue lights. Place the police support unit at a location that is most effective to alert traffic of the work, but safe for the workers and the officer. The Department will measure and pay for each approved individual police support unit on a per hour basis for the officer with the police vehicle. If police support is utilized without prior approval by the Engineer, the Department may deny payment for any invoiced hours prior to the approval date.

**WORKING HOURS**

The Contractor shall submit weekly project updates to the Engineer by the close of business every Thursday. These shall include times and locations of anticipated work for the following week (Monday-Sunday). This information will be used to schedule the inspection staff, coordinate with other projects, possible events and disseminated to the public and local media. All new and revised traffic control plans in all counties and working hour requests for Jefferson County shall be submitted to the Engineer for review a minimum of 14 calendar days prior to beginning the subject work.

**LANE CLOSURES ARE NOT PERMITTED DURING THE FOLLOWING PERIODS:**

Labor Day Weekend	Friday, August 30, 2024 – Monday, September 2, 2024
Thanksgiving Holiday	Wednesday, November 27, 2024 – Sunday, December 1, 2024
Christmas & New Year’s	Friday, December 20, 2024 – Wednesday, January 1, 2025
Easter Weekend	Friday, April 18, 2025 – Sunday, April 20, 2025
Memorial Day Weekend	Friday, May 23, 2025 – Monday, May 26, 2025
Independence Day	Thursday, July 3, 2025 – Sunday, July 6, 2025
Labor Day Weekend	Friday, August 29, 2025 – Monday, September 1, 2025
Thanksgiving Holiday	Wednesday, November 26, 2025 – Sunday, November 30, 2025
Christmas & New Year’s	Saturday, December 20, 2025 – Thursday, January 1, 2026

**ADDITIONAL DAYS WHEN LANE CLOSURES WILL NOT BE PERMITTED – JEFFERSON COUNTY:**

Friday – Sunday	Thunder Over Louisville Weekend
Friday – Sunday	Kentucky Derby Weekend

Work may be restricted in areas around the University of Louisville & Downtown Louisville for various events.

The Contractor shall expect similar holiday and event restrictions for all optional contract extensions. The Engineer may specify additional days and hours when lane closures will not be allowed.

**LANE CLOSURES ARE PERMITTED DURING THE FOLLOWING HOURS:**

**INTERSTATES AND RAMPS IN ALL COUNTIES**

- Nightly between 8:00 P.M. – 5:00 A.M. for single lane closures
- Hours for multiple lane closures shall be determined by the Engineer.

**BULLITT COUNTY (non-interstate routes)**

- Monday through Friday 9:00 A.M. – 3:00 P.M.
- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

**FRANKLIN COUNTY (non-interstate routes)**

- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

**HENRY COUNTY (non-interstate routes)**

- Monday through Friday 9:00 A.M. – 3:00 P.M.
- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

Traffic Control Plan  
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JEFFERSON COUNTY (non-interstate routes)

- Working hours shall be approved for each individual route by the Engineer. Approximate working hours are anticipated to be nightly between 8:00 P.M. – 5:00 A.M.

OLDHAM COUNTY (non-interstate routes)

- Monday through Friday 9:00 A.M. – 3:00 P.M.
- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

SHELBY COUNTY (non-interstate routes)

- Monday through Friday 9:00 A.M. – 3:00 P.M.
- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

SPENCER COUNTY

- Monday through Friday 9:00 A.M. – 3:00 P.M.
- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

TRIMBLE COUNTY (non-interstate routes)

- Monday through Friday 9:00 A.M. – 3:00 P.M.
- Monday through Thursday nights 7:00 P.M. – 6:00 A.M.
- Friday night through Monday morning 7:00 P.M. – 6:00 A.M.

**LANE CLOSURE LIQUIDATED DAMAGES**

Do not leave lane closures in place during non-working hours. In the event that lane closures on non-interstate routes are in place outside of the days and/or times listed above or outside of any time period approved by the Engineer, Liquidated Damages shall be applied as follows:

- \$ 2,500 for the first hour or fraction thereof
- \$ 5,000 for any additional hour or fraction thereof

In the event that lane closures on an interstate or ramp are in place outside of the days and/or times listed above or outside of any time period approved by the Engineer, Liquidated Damages shall be applied as follows:

- \$ 5,000 for the first hour or fraction thereof
- \$ 10,000 for any additional hour or fraction thereof

A lane closure shall be defined as any traffic control device, worker, or vehicle owned/operated by the Contractor or the Contractor's worker(s) in the traveled way that could potentially impact the flow of traffic. This includes but is not limited to signs, barricades, barrels, cones, arrow boards, flaggers, and equipment.

See the Special Note for Completion Dates & Liquidated Damages for additional Liquidated Damages.

Traffic Control Plan  
Page 5 of 5

**ARROW PANELS**

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. Contrary to Section 112 of the Standard Specifications, the Department will not measure arrow panels for payment but will consider them incidental to the bid item MAINTAIN & CONTROL TRAFFIC.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226  
Rev. 01/2016  
Page 1 of 1

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>			
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>		<b>PROJECT # (FEDERAL)</b>	
5-9046.00		Various		FD52 121 9999 000-000		HSIP 9010(573)	
<b>PROJECT DESCRIPTION</b>							
Installation of Pavement Markers on Various Routes in District 5.							
<input checked="" type="checkbox"/>	<b>No Additional Right of Way Required</b>						
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input type="checkbox"/>	<b>Condition # 1 (Additional Right of Way Required and Cleared)</b>						
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/>	<b>Condition # 2 (Additional Right of Way Required with Exception)</b>						
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/>	<b>Condition # 3 (Additional Right of Way Required with Exception)</b>						
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		0	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired							
Signed Deed							
Condemnation							
Signed ROE							
<b>Notes/ Comments (Use Additional Sheet if necessary)</b>							
<b>LPA RW Project Manager</b>				<b>Right of Way Supervisor</b>			
Printed Name				Printed Name			
Signature				Signature		Tom Boykin <small>Digitally signed by Tom Boykin Date: 2024.05.10 12:51:17 -04'00'</small>	
Date				Date			
<b>Right of Way Director</b>				<b>FHWA</b>			
Printed Name				Printed Name			
Signature		 <small>Digitally signed by Kelly Divine Date: 2024.05.10 12:43:57 -05'00'</small>		Signature		<b>No Signature Required as per FHWA-KYTC Current Stewardship Agreement</b>	
Date				Date			

## UTILITIES AND RAIL CERTIFICATION NOTE

**HSIP 9010(573)**  
**FD52 121 9999 000-000**  
**Installation of Pavement Markers on Various Routes in District 5**  
**Item No. 5-9046.00**

### GENERAL PROJECT NOTES ON UTILITIES

For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

***NOTE: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.***

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his/her activities. The contractor will coordinate his/her activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

## UTILITIES AND RAIL CERTIFICATION NOTE

**HSIP 9010(573)  
FD52 121 9999 000-000  
Installation of Pavement Markers on Various Routes in District 5  
Item No. 5-9046.00**

**NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS**

There are no known utility relocations within the project limits. If an unknown utility is encountered, the contractor will be responsible for arranging an on-site meeting with the utility owner/representative(s) and the Engineer to discuss potential impacts and solutions to either avoid the utility or relocate the utility. Depending on the solution selected, the Engineer will determine whether or not additional contract time is appropriate.

**\*The Contractor is fully responsible for protection of all utilities encountered\***

**THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION**

None

**THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT**

None

**THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT**

None

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

**No Rail Involvement**    **Rail Involved**    **Rail Adjacent**

### District 5 Pavement Markers

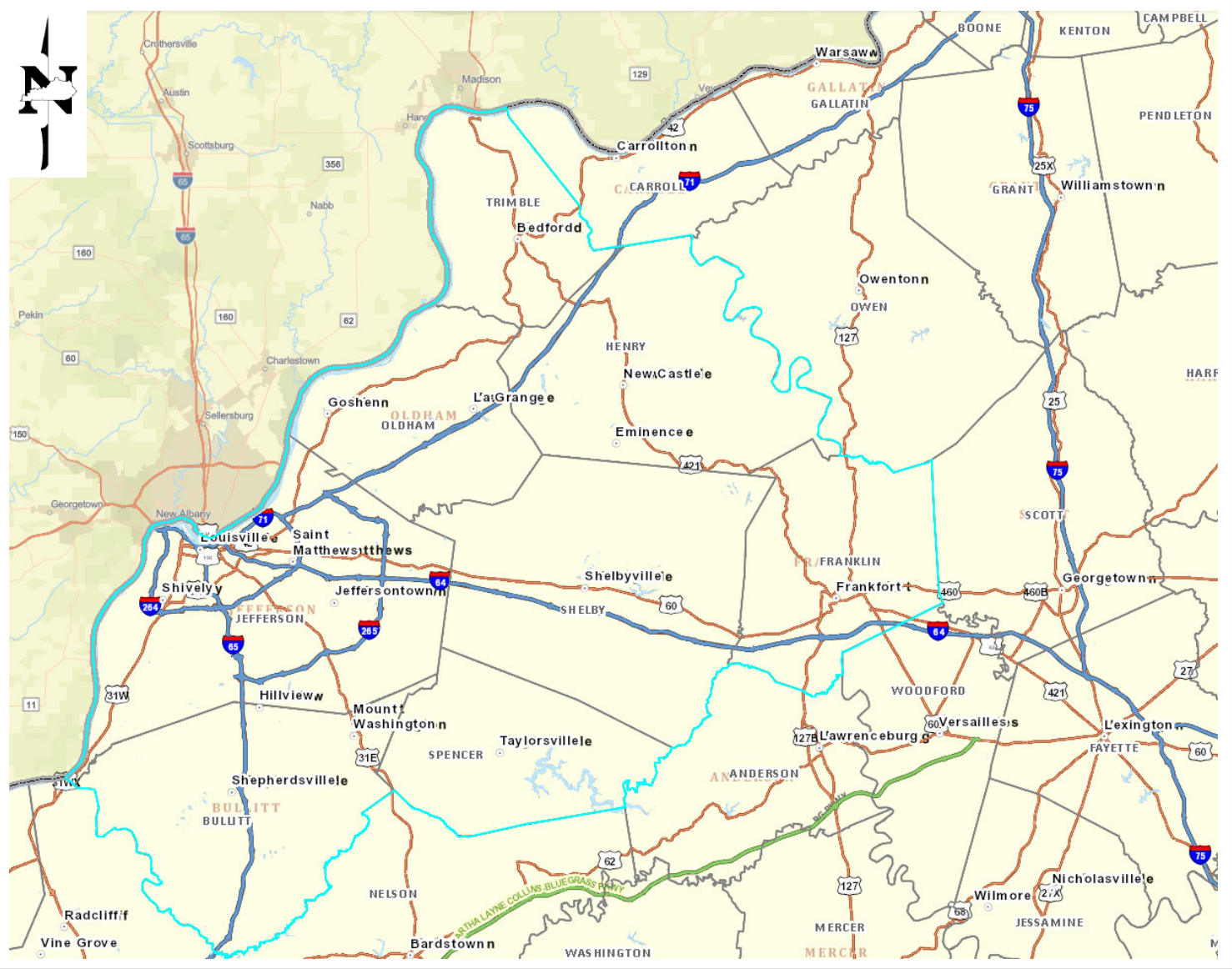
VICINITY MAP

County	Route			Milepoints	
	Prefix	Number	Suffix	Begin	End
Bullitt	I	65		110.700	123.180
Bullitt	KY	44		12.150	13.630
Bullitt	KY	44		17.740	18.040
Bullitt	KY	44		18.400	18.800
Bullitt	KY	44		19.000	19.250
Bullitt	KY	44		20.850	21.150
Bullitt	KY	44		22.180	22.991
Bullitt	KY	61		1.400	2.090
Bullitt	KY	61		10.975	11.400
Bullitt	KY	61		19.351	21.659
Bullitt	KY	480		0.000	0.200
Bullitt	KY	1450		1.760	2.510
Bullitt	KY	1526		10.830	11.158
Bullitt	KY	1526		12.600	12.900
Bullitt	KY	3538		1.414	2.445
Bullitt	KY	6313		1.050	1.500
Bullitt	XX	1526		0.000	0.670
Bullitt	US	31	E	3.530	5.398
Franklin	I	64		46.303	48.700
Franklin	I	64		50.000	51.100
Franklin	I	64		52.000	59.431
Franklin	KY	676		0.000	5.287

County	Route			Milepoints	
	Prefix	Number	Suffix	Begin	End
Franklin	US	60		7.131	7.850
Franklin	US	60		8.556	9.300
Franklin	US	60		12.295	13.215
Franklin	US	60		13.464	14.038
Franklin	US	127		0.000	6.220
Franklin	US	127		7.108	9.030
Franklin	US	127		11.091	11.900
Franklin	US	421		3.072	4.503
Henry	I	71		24.727	28.170
Henry	I	71		37.100	38.086
Jefferson	I	64		0.000	4.800
Jefferson	I	64		11.780	19.440
Jefferson	I	65		123.180	135.800
Jefferson	I	71		0.000	3.700
Jefferson	I	264		0.000	22.927
Jefferson	I	265		10.236	15.600
Jefferson	I	265		18.700	23.400
Jefferson	KY	155		8.775	9.005
Jefferson	KY	155		11.400	13.600
Jefferson	KY	841		0.000	10.250
Jefferson	KY	864		4.391	4.940
Jefferson	KY	864		5.980	6.150
Jefferson	KY	864		7.110	11.450

County	Route			Milepoints	
	Prefix	Number	Suffix	Begin	End
Jefferson	KY	913		2.384	3.072
Jefferson	KY	913	C	0.280	0.500
Jefferson	KY	1065		0.481	1.121
Jefferson	KY	1934		0.000	6.774
Jefferson	KY	2048		0.000	1.450
Jefferson	KY	2055		1.807	1.997
Jefferson	US	31	W	0.000	6.940
Jefferson	US	42		0.587	3.890
Jefferson	US	60		7.857	12.291
Jefferson	US	60		14.718	14.950
Oldham	I	71		14.400	18.000
Oldham	KY	22		3.840	5.376
Oldham	KY	53		5.105	5.741
Oldham	KY	53		6.438	6.642
Oldham	KY	146		2.540	3.570
Oldham	KY	329	B	0.150	2.062
Oldham	KY	393		2.562	5.158
Oldham	KY	2857		0.911	1.204
Shelby	I	64		27.880	38.400
Shelby	I	64		43.400	46.303
Shelby	KY	55		7.898	12.400
Shelby	KY	1848		4.650	6.025
Trimble	I	71		38.086	38.808

### District 5





### KYTC District 5 Pavement Marker Contract Quantity Estimate Summary

BID CODE	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	UNIT	Initial Contract	Approximate Minimum Per Change Order *	Estimated Annual Maximum
06580	PAVEMENT MARKER TYPE IV-MW		EACH	6,523	6,000	75,000
06581	PAVEMENT MARKER TYPE IV-MY		EACH	1,200		
06582	PAVEMENT MARKER TYPE IV-BY		EACH	9,135		
06583	PAVEMENT MARKER TYPE IV-B W/R		EACH	42,875		
06584	PAVEMENT MARKER TYPE IV-B Y/R		EACH	11,520		
06610	INLAID PAVEMENT MARKER-MW		EACH	1,402	2,000	10,000
06611	INLAID PAVEMENT MARKER-MY		EACH	180		
06612	INLAID PAVEMENT MARKER-BY		EACH	3,475		
06613	INLAID PAVEMENT MARKER-B W/R		EACH	1,892		
06614	INLAID PAVEMENT MARKER-B Y/R		EACH	395		
20411ED	LAW ENFORCEMENT OFFICER		HOUR	300	TBD	TBD
21741NC	MAINTAIN & CONTROL TRAFFIC	(PER 1,000 LENS REPLACEMENTS)	EACH	72		
21741NC	MAINTAIN & CONTROL TRAFFIC	(PER 500 INLAID MARKERS)	EACH	15		
02569	DEMOBILIZATION		LS	1	N/A	N/A

\* Change Orders may include only Lens Replacements (Type IV), only Inlaid Pavement Markers, or a combination of both. Minimum quantities provided are an approximate total of each type per change order. Quantities for all other items shall be determined based on scope of each change order.

**All included quantities are for bidding purposes only and do not constitute a guarantee of the work to be completed.**

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

\*\*\* The details, quantities, and information listed are approximate and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction. \*\*\*

**District 5**

County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	4 Lane Divided (median ≥30')	4 Lane Divided (median <30')	4 Lane Undiv.	3 Lane (CLTL)	5 Lane (CLTL)	Other	Turn Lanes		Gore Areas/Ramps Number/Number-Avg. Length	Marker Type		Comments  (Please describe specifics of highway section here, if applicable)
	Prefix	Number	Begin	End									Number	Average Length		Inlaid/Casting	Marker/Lens	
Bullitt	I	65	110.700	123.180	BIT/CONC	1						X			23 Gores/465'	Inlaid/Casting	Lens	6-lane divided, depressed median, include ramps
Bullitt	KY	44	12.150	12.574	BIT	2				X			3	135		Inlaid	Lens	
Bullitt	KY	44	12.574	12.692	BIT	2					X		4	140		Inlaid	Lens	Some missing epoxy.
Bullitt	KY	44	12.692	13.039	BIT	2	X						4	160		Inlaid	Lens	Non-mountable median. Some missing epoxy.
Bullitt	KY	44	13.039	13.630	BIT	1				X			1	160		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	44	17.740	18.040	BIT	1				X			3	235		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	44	18.400	18.800	BIT	1				X			3	250		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	44	19.000	19.250	BIT	1				X			2	240		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	44	20.850	21.150	BIT	1				X			4	250		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	44	22.180	22.480	BIT	1				X			1	110		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	44	22.790	22.991	BIT	1				X			2	130		Inlaid	Marker	24-2039 11/15/2024 Completion.
Bullitt	KY	61	1.400	2.090	BIT/CONC	1						X	4	135		Inlaid	Marker	2 and 3-lane divided
Bullitt	KY	61	10.975	11.400	BIT	1				X			2	275		Inlaid	Marker	
Bullitt	KY	61	19.351	20.053	BIT	1	X						5	285		Inlaid	Marker	23-2426 6/30/24 Completion. Depressed median
Bullitt	KY	61	20.050	21.659	BIT	2	X						11	150		Casting	Lens	Depressed median
Bullitt	KY	480	0.000	0.200	BIT	1				X			3	175		Inlaid	Marker	
Bullitt	KY	1450	1.760	2.510	BIT	1				X			7	150		Inlaid	Marker	
Bullitt	KY	1526	10.830	11.158	BIT	2				X			2	80		Casting	Lens	
Bullitt	KY	1526	12.600	12.900	BIT	2						X	1	380		Casting	Lens	2 to 5-lanes
Bullitt	KY	3538	1.414	2.445	BIT	1				X			3	270		Inlaid	Marker	
Bullitt	KY	6313	1.050	1.500	BIT	1				X			5	165		Inlaid	Marker	

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

\*\*\* The details, quantities, and information listed are approximate and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction. \*\*\*

**District 5**

County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	4 Lane Divided (median ≥30')	4 Lane Divided (median <30')	4 Lane Undiv.	3 Lane (CLTL)	5 Lane (CLTL)	Other	Turn Lanes		Gore Areas/Ramps Number/Number-Avg. Length	Marker Type		Comments  (Please describe specifics of highway section here, if applicable)
	Prefix	Number	Suffix	Begin									End	Number		Average Length	Inlaid/Casting	
Bullitt	XX	1526		0.000	0.670	BIT	2				X		3	150		Casting	Lens	
Bullitt	US	31	E	3.530	5.398	BIT	1	X					16	250		Inlaid	Marker	24-2039 11/15/2024 Completion. Depressed median.
Franklin	I	64		46.303	47.400	BIT	2	X								Inlaid	Lens	Depressed median. Some missing epoxy.
Franklin	I	64		47.400	48.100	BIT	2					X				Inlaid	Lens	Ramps ONLY. Some missing epoxy.
Franklin	I	64		48.100	48.700	BIT	2	X								Inlaid	Lens	Depressed median. Some missing epoxy.
Franklin	I	64		50.000	51.100	BIT	2	X								Inlaid	Lens	Depressed median. Some missing epoxy.
Franklin	I	64		52.000	57.906	BIT	2	X						8 Gores/220'		Inlaid/Casting	Lens	Depressed median. include ramps. Some missing epoxy.
Franklin	I	64		57.906	59.431	CONC	2	X						2 Gores/410'		Inlaid	Lens	Depressed median. include ramps. Some missing epoxy.
Franklin	KY	676		0.000	5.287	BIT/CONC	2		X				31	200		Inlaid/Casting	Lens	Include ramps at US 60. Some missing epoxy.
Franklin	US	60		7.131	7.850	BIT	1					X	1	300		Inlaid	Marker	3-lane
Franklin	US	60		8.556	9.300	BIT	1			X			7	180		Inlaid	Marker	
Franklin	US	60		12.295	13.215	BIT	2				X		6	195		Casting	Lens	
Franklin	US	60		13.464	14.038	BIT	2						5	260		Casting	Lens	Grass median
Franklin	US	127		0.000	6.003	BIT/CONC	2	X					65	260	5 Gores/130'	Inlaid/Casting	Lens	Depressed & raised median. Some missing epoxy.
Franklin	US	127		6.003	6.220	CONC	2						4	310		Casting	Lens	Raised & mountable median
Franklin	US	127		7.108	9.030	CONC	2						7	180		Inlaid	Lens	Mountable/barrier wall. Some missing epoxy.
Franklin	US	127		11.091	11.900	CONC	2					X	2	210		Inlaid	Marker	3-Lane
Franklin	US	421		3.072	4.503	BIT	1	X					7	295	1 Gore/130'	Inlaid	Marker	25-2292,6/30/2024 Completion. Include ramps. Mountable median.
Henry	I	71		24.727	28.170	BIT	1	X							4 Gores/325'	Inlaid	Lens	Depressed median. include ramps. Some missing epoxy.
Henry	I	71		37.100	38.086	BIT	1	X								Inlaid/Casting	Lens	Depressed median. Some missing epoxy.
Jefferson	I	64		0.000	4.800	BIT	2					X			9 Gores/235'	Inlaid/Casting	Marker/Lens	6-lane divided w/barrier wall. include ramps. Install inlaid on 22nd St ramps.

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

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**District 5**

County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	4 Lane Divided (median ≥30')	4 Lane Divided (median <30')	4 Lane Undiv.	3 Lane (CLTL)	5 Lane (CLTL)	Other	Turn Lanes		Gore Areas/Ramps Number/Number-Avg. Length	Marker Type		Comments  (Please describe specifics of highway section here, if applicable)
	Prefix	Number	Begin	End									Number	Average Length		Inlaid/Casting	Marker/Lens	
Jefferson	I	64	11.780	13.250	CONC	2	X								4 Gores/675'	Casting	Lens	Barrier wall, include ramps
Jefferson	I	64	13.250	14.700	BIT	2						X			1 Gore/800'	Inlaid	Lens	8-lane divided w/Barrier wall, include ramps. Some missing epoxy.
Jefferson	I	64	14.700	19.440	BIT	2						X			8 Gores/375'	Inlaid/Casting	Lens	6-lane divided w/Barrier wall, include ramps. Omit construction zones. Some missing epoxy.
Jefferson	I	65	123.180	125.500	CONC	2						X			8 Gores/415'	Casting	Lens	8-lane divided w/Barrier wall, include ramps
Jefferson	I	65	125.500	126.900	CONC	2						X			4 Gores/790'	Casting	Lens	12-lane divided w/Barrier wall, include ramps
Jefferson	I	65	126.900	127.500	CONC	2						X			3 Gores/690'	Casting	Lens	8-lane divided w/Barrier wall, include ramps
Jefferson	I	65	127.500	128.800	BIT	2						X			7 Gores/560'	Casting	Lens	10-lane divided w/Barrier wall, include ramps
Jefferson	I	65	128.800	130.300	BIT	2						X			6 Gores/460'	Casting	Lens	11-lane divided w/Barrier wall, include ramps
Jefferson	I	65	130.300	131.000	BIT	2						X			4 Gores/390'	Casting	Lens	6-lane divided w/Barrier wall, include ramps
Jefferson	I	65	131.000	132.300	BIT	2						X			2 Gores/335'	Casting	Lens	8-lane divided w/Barrier wall, include ramps
Jefferson	I	65	132.300	135.800	BIT	2						X			25 Gores/165'	Casting	Lens	6-lane divided w/Barrier wall, include ramps
Jefferson	I	71	0.000	3.700	BIT	2	X								4 Gores/330'	Casting	Lens	Depressed median, include ramps
Jefferson	I	264	0.000	12.500	CONC	1						X				Casting	Lens	REPLACE LENS ON RAMPS ONLY
Jefferson	I	264	12.500	13.100	CONC	1						X			3 Gores/430'	Inlaid/Casting	Marker/Lens	10-lane divided w/Barrier wall, include ramps. Install inlaid along new stripes.
Jefferson	I	264	13.100	15.800	CONC	1						X			10 Gores/360'	Inlaid/Casting	Marker/Lens	8-lane divided w/Barrier wall, include ramps. Install inlaid along new stripes.
Jefferson	I	264	15.800	18.900	CONC	1						X			17 Gores/430'	Inlaid/Casting	Marker/Lens	10-lane divided w/Barrier wall, include ramps. Install inlaid along new stripes.
Jefferson	I	264	18.900	20.600	CONC	1						X			14 Gores/460'	Inlaid/Casting	Marker/Lens	6-lane divided w/Barrier wall, include ramps. Install inlaid along new stripes.
Jefferson	I	264	20.600	22.927	BIT	1						X			10 Gores/325'	Casting	Lens	6-lane divided w/Barrier wall, include ramps. Install new inlaid as applicable on new asphalt.
Jefferson	I	265	10.236	11.400	CONC	2						X			5 Gores/410'	Inlaid	Lens	6-lane divided w/Depressed median, include ramps. Some missing epoxy.
Jefferson	I	265	11.400	15.600	CONC	2	X								10 Gores/320'	Inlaid	Lens	Depressed median, include ramps. Some missing epoxy.
Jefferson	I	265	18.700	23.400	CONC	2	X								8 Gores/490'	Casting	Lens	Depressed median, include ramps

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

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**District 5**

County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	4 Lane Divided (median ≥30')	4 Lane Divided (median <30')	4 Lane Undiv.	3 Lane (CLTL)	5 Lane (CLTL)	Other	Turn Lanes		Gore Areas/Ramps Number/Number-Avg. Length	Marker Type		Comments  (Please describe specifics of highway section here, if applicable)
	Prefix	Number	Suffix	Begin									End	Number		Average Length	Inlaid/Casting	
Jefferson	KY	155		8.775	9.005	BIT	1			X			3	120		Inlaid	Marker	
Jefferson	KY	155		11.400	13.600	BIT	2				X		26	165		Casting	Lens	
Jefferson	KY	841		0.000	10.250	CONC	2	X							18 Gores/340'	Casting	Lens	Depressed median, include ramps
Jefferson	KY	864		4.391	4.470	BIT	1			X			1	150		Inlaid	Marker	23-2376 6/30/2024 Completion.
Jefferson	KY	864		4.790	4.940	BIT	1			X			1	80		Inlaid	Marker	23-2376 6/30/2024 Completion.
Jefferson	KY	864		5.980	6.150	BIT	1			X			1	100		Inlaid	Marker	23-2376 6/30/2024 Completion.
Jefferson	KY	864		7.110	11.093	CONC	2				X		29	180		Casting	Lens	Areas of mountable median acts as TWLTL
Jefferson	KY	864		11.093	11.450	CONC	2						4	450		Casting	Lens	Non-mountable median
Jefferson	KY	913		2.384	3.072	CONC	2	X					6	465		Casting	Lens	Non-mountable median
Jefferson	KY	913	C	0.280	0.500	BIT	2			X			1	75		Casting	Lens	
Jefferson	KY	1065		0.481	1.121	BIT	2			X			10	185		Casting	Lens	
Jefferson	KY	1934		0.000	1.042	CONC	2						1	320		Casting	Lens	Non-mountable & depressed median
Jefferson	KY	1934		1.042	6.774	CONC	1						6	250		Inlaid	Marker	Install new Y/R & W/R inlaid where existing striping missing markers.
Jefferson	KY	2048		0.000	1.450	CONC	2						8	240		Casting	Lens	Mountable median
Jefferson	KY	2055		1.807	1.997	BIT	1			X			2	110		Inlaid	Marker	
Jefferson	US	31	W	0.000	2.250	BIT	1						1	120		Inlaid/Casting	Lens	Castings on double yellow, inlaid on white. Some missing epoxy.
Jefferson	US	31	W	2.250	6.940	BIT	1				X		7	125		Inlaid	Lens	Some missing epoxy.
Jefferson	US	42		0.587	0.805	BIT	1					X	2	360		Inlaid	Marker	3-lane, one way
Jefferson	US	42		0.805	3.563	BIT	1						16	140		Inlaid	Marker	
Jefferson	US	42		3.563	3.890	BIT	1				X		5	120		Inlaid	Marker	
Jefferson	US	60		7.857	11.684	BIT	2				X		70	135		Casting	Lens	

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

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**District 5**

County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	4 Lane Divided (median ≥30')	4 Lane Divided (median <30')	4 Lane Undiv.	3 Lane (CLTL)	5 Lane (CLTL)	Other	Turn Lanes		Gore Areas/Ramps Number/Number-Avg. Length	Marker Type		Comments <small>(Please describe specifics of highway section here, if applicable)</small>
	Prefix	Number	Suffix	Begin									End	Number		Average Length	Inlaid/Casting	
Jefferson	US	60		11.684	12.291	BIT		X					9	575		Casting	Lens	
Jefferson	US	60		14.718	14.950	BIT			X				2	115		Casting	Lens	
Oldham	I	71		14.400	18.000	BIT	X								6 Gores/330'	Inlaid/Casting	Marker/Lens	Depressed median, install new inlaid in new pavement areas. include ramps, new inlaid SB KY 53.
Oldham	KY	22		3.840	5.376	BIT			X				4	175		Casting	Lens	
Oldham	KY	53		5.105	5.741	BIT			X				6	105		Inlaid	Marker	
Oldham	KY	53		6.438	6.642	BIT				X			3	150	1 Island/150'	Inlaid	Marker	
Oldham	KY	146		2.540	3.570	BIT			X				3	225		Casting	Lens	
Oldham	KY	329		0.150	0.831	BIT					X		2	270		Inlaid	Marker	23-2486 9/30/2024 Completion
Oldham	KY	329		0.831	2.062	BIT				X			11	240		Inlaid	Marker	23-2486 9/30/2024 Completion
Oldham	KY	393		2.562	3.788	BIT					X		4	220		Casting	Lens	4-Lane TWLTL
Oldham	KY	393		3.788	3.961	BIT					X		4	275		Casting	Lens	
Oldham	KY	393		3.961	4.400	BIT					X		4	160		Casting	Lens	4-Lane TWLTL
Oldham	KY	393		4.400	4.640	BIT						X	2	360		Inlaid/Casting	Marker/Lens	2-lane divided, non-mountable median. MY inlaid along median.
Oldham	KY	393		4.640	5.158	BIT		X					5	390		Inlaid/Casting	Marker/Lens	MY inlaid along non-mountable median.
Oldham	KY	2857		0.911	1.204	BIT				X			3	165		Inlaid	Marker	
Shelby	I	64		27.880	32.400	Bit						X			6 Gores/395'	Casting	Lens	6-lane divided wide depressed median, include ramps
Shelby	I	64		32.400	38.400	Bit	X								6 Gores/175'	Inlaid	Lens	Depressed median, include ramps. Some missing epoxy.
Shelby	I	64		43.400	46.303	Bit		X								Inlaid	Lens	Depressed median. Some missing epoxy.
Shelby	KY	55		7.888	9.321	CONC					X		5	230		Casting	Lens	
Shelby	KY	55		9.321	12.400	CONC	X						11	535		Casting	Lens	Depressed median
Shelby	KY	1848		4.650	4.996	Bit		X					4	385		Inlaid/Casting	Marker/Lens	Non-mountable median, MY inlaid along median

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

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**District 5**

County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	4 Lane Divided (median ≥30')	4 Lane Divided (median <30')	4 Lane Undiv.	3 Lane (CLTL)	5 Lane (CLTL)	Other	Turn Lanes		Gore Areas/Ramps Number/Number-Avg. Length	Marker Type		Comments  (Please describe specifics of highway section here, if applicable)
	Prefix	Number	Suffix	Begin									End	Number		Average Length	Inblad/Casting	
Shelby	KY	1848		4.986	6.025	Bit					X		8	230		Casting	Lens	
Trimble	I	71		38.086	38.808	Bit	X									Casting	Lens	Depressed median

**Pavement Marker and Lens Replacement Recommendations - Initial IDIQ Contract**

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Description of Types:

1	4-Lane, Divided (Median ≥ 30') or Barrier	4	3-Lane, CL,TL	7	2-Lane
2	4-Lane, Divided (Median < 30')	5	5-Lane, CL,TL	8	3-Lane, TCL
3	4-Lane Undivided	6	Other		

Type	County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	Lens Replacement - Pavement Marker Type IV			Initial Pavement Marker Installation							
		Prefix	Number	Suffix	Begin			End	Mono-Direction White	Mono-Direction Yellow	Bi-Direction White / Red	Bi-Direction Yellow / Red	Mono-Direction White	Mono-Direction Yellow	Bi-Direction White / Red	Bi-Direction Yellow / Red		
6	Bullitt	I	65		110.700	123.180	BIT/CONC	1			3850		850					
4	Bullitt	KY	44		12.150	12.574	BIT	2	15	230								
5	Bullitt	KY	44		12.574	12.692	BIT	2	20	70								
2	Bullitt	KY	44		12.692	13.039	BIT	2	160	130								
4	Bullitt	KY	44		13.039	13.630	BIT	1							20	20	150	
4	Bullitt	KY	44		17.740	18.040	BIT	1							20	50		
4	Bullitt	KY	44		18.400	18.800	BIT	1							25	55		
4	Bullitt	KY	44		19.000	19.250	BIT	1							15	50		
4	Bullitt	KY	44		20.850	21.150	BIT	1							30	10	75	
4	Bullitt	KY	44		22.180	22.480	BIT	1							5	80		
4	Bullitt	KY	44		22.790	22.991	BIT	1							10	55		
6	Bullitt	KY	61		1.400	2.090	BIT/CONC	1							15	115		
4	Bullitt	KY	61		10.975	11.400	BIT	1										
1	Bullitt	KY	61		19.351	20.053	BIT	1										105
1	Bullitt	KY	61		20.050	21.659	BIT	2			260							
4	Bullitt	KY	480		0.000	0.200	BIT	1							15	35		
4	Bullitt	KY	1450		1.760	2.510	BIT	1							30	120		
4	Bullitt	KY	1526		10.830	11.158	BIT	2	8	80								
6	Bullitt	KY	1526		12.600	12.900	BIT	2	35	50								
4	Bullitt	KY	3538		1.414	2.445	BIT	1							20	270		
4	Bullitt	KY	6313		1.050	1.500	BIT	1							25	120		



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Description of Types:

1	4-Lane, Divided (Median ≥ 30')	or Barrier	4	3-Lane, CL,TL	7	2-Lane
2	4-Lane, Divided (Median < 30')		5	5-Lane, CL,TL	8	3-Lane, TCL
3	4-Lane Undivided		6	Other		

Type	County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	Lens Replacement - Pavement Marker Type IV			Initial Pavement Marker Installation								
		Prefix	Number	Suffix	Begin			End	Mono-Direction White	Mono-Direction Yellow	Bi-Direction White / Red	Bi-Direction Yellow / Red	Mono-Direction White	Mono-Direction Yellow	Bi-Direction White / Red	Bi-Direction Yellow / Red			
5	Bullitt	XX	1526		0.000	0.670	2			10									
1	Bullitt	US	31		3.530	5.398	1					50	25		350				
1	Franklin	I	64		46.303	47.400	2				300								
6	Franklin	I	64		47.400	48.100	2				20								
1	Franklin	I	64		48.100	48.700	2				175								
1	Franklin	I	64		50.000	51.100	2				290								
1	Franklin	I	64		52.000	57.906	2				1400								
1	Franklin	I	64		57.906	59.431	2				320								
2	Franklin	KY	676		0.000	5.287	2				1800								
6	Franklin	US	60		7.131	7.850	1					60	50						
4	Franklin	US	60		8.556	9.300	1					50	200						
5	Franklin	US	60		12.295	13.215	2			250									
2	Franklin	US	60		13.464	14.038	2			40									
1	Franklin	US	127		0.000	6.003	2			600	100	1700	640						
2	Franklin	US	127		6.003	6.220	2			30									
2	Franklin	US	127		7.108	9.030	2			40		475	450						
6	Franklin	US	127		11.091	11.900	2								70	70			
2	Franklin	US	421		3.072	4.503	1								260	25			
1	Henry	I	71		24.727	28.170	1					1000	160						
1	Henry	I	71		37.100	38.086	1					175							
6	Jefferson	I	64		0.000	4.800	2					1450	150						

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Description of Types:

- 1 4-Lane, Divided (Median ≥ 30') or Barrier
- 2 4-Lane, Divided (Median < 30')
- 3 4-Lane Undivided
- 4 3-Lane, CL,TL
- 5 5-Lane, CL,TL
- 6 Other
- 7 2-Lane
- 8 3-Lane, TCL

Type	County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	Lens Replacement - Pavement Marker Type IV			Initial Pavement Marker Installation								
		Prefix	Number	Suffix	Begin			End	Mono-Direction	Bi-Direction	Bi-Direction	Yellow	White / Red	Yellow / Red	Yellow	White / Red	Yellow / Red		
1	Jefferson	I	64		11.780	13.250	CONC	2				500	325						
6	Jefferson	I	64		13.250	14.700	BIT	2				875	150						
6	Jefferson	I	64		14.700	19.440	BIT	2				1750	275						
6	Jefferson	I	65		123.180	125.500	CONC	2				1150	225						
6	Jefferson	I	65		125.500	126.900	CONC	2				1300	250						
6	Jefferson	I	65		126.900	127.500	CONC	2				500	75						
6	Jefferson	I	65		127.500	128.800	BIT	2				950	175						
6	Jefferson	I	65		128.800	130.300	BIT	2				1050	125						
6	Jefferson	I	65		130.300	131.000	BIT	2				350	100						
6	Jefferson	I	65		131.000	132.300	BIT	2				600	100						
6	Jefferson	I	65		132.300	135.800	BIT	2				1200	450						
1	Jefferson	I	71		0.000	3.700	BIT	2				600	100						
6	Jefferson	I	264		0.000	12.500	CONC	1				200	1100						
6	Jefferson	I	264		12.500	13.100	CONC	1				475	100						150
6	Jefferson	I	264		13.100	15.800	CONC	1				1600	360						250
6	Jefferson	I	264		15.800	18.900	CONC	1				2400	500						300
6	Jefferson	I	264		18.900	20.600	CONC	1				1400	400						300
6	Jefferson	I	264		20.600	22.927	BIT	1				800	250						150
6	Jefferson	I	265		10.236	11.400	CONC	2				725	300						
1	Jefferson	I	265		11.400	15.600	CONC	2				1800	500						
1	Jefferson	I	265		18.700	23.400	CONC	2				1050	250						



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- 1 4-Lane, Divided (Median ≥ 30') or Barrier
- 2 4-Lane, Divided (Median < 30')
- 3 4-Lane Undivided
- 4 3-Lane, CL,TL
- 5 5-Lane, CL,TL
- 6 Other
- 7 2-Lane
- 8 3-Lane, TCL

Type	County	Route		Milepoints		Surface (BIT/CONC)	TIER (1 or 2)	Lens Replacement - Pavement Marker Type IV			Initial Pavement Marker Installation					
		Prefix	Number	Suffix	Begin			End	Mono-Direction White	Bi-Direction Yellow	Bi-Direction White / Red	Mono-Direction White	Bi-Direction Yellow	Bi-Direction White / Red		
2	Jefferson	US	60		11.684	12.291	BIT	2	100	80						
4	Jefferson	US	60		14.718	14.950	BIT	2		60						
1	Oldham	I	71		14.400	18.000	BIT	1		800	200			225		30
4	Oldham	KY	22		3.840	5.376	BIT	2		425						
4	Oldham	KY	53		5.105	5.741	BIT	1				20			100	
5	Oldham	KY	53		6.438	6.642	BIT	1				50			60	10
4	Oldham	KY	146		2.540	3.570	BIT	2		150						
3	Oldham	KY	329		0.150	0.831	BIT	1				110			95	
5	Oldham	KY	329		0.831	2.062	BIT	1				240			325	
6	Oldham	KY	393		2.562	3.788	BIT	2	15	325						
5	Oldham	KY	393		3.788	3.961	BIT	2		50						
6	Oldham	KY	393		3.961	4.400	BIT	2		120						
6	Oldham	KY	393		4.400	4.640	BIT	2	25						30	
2	Oldham	KY	393		4.640	5.158	BIT	2				140			75	
5	Oldham	KY	2857		0.911	1.204	BIT	1				15			80	
6	Shelby	I	64		27.880	32.400	Bit	2		1800	200					
1	Shelby	I	64		32.400	38.400	Bit	2		1800	300					
1	Shelby	I	64		43.400	46.303	Bit	2		800						
5	Shelby	KY	55		7.898	9.321	CONC	2		380						
1	Shelby	KY	55		9.321	12.400	CONC	2		575						
2	Shelby	KY	1848		4.650	4.996	Bit	2				90			20	10



**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **STANDARD SPECIFICATIONS**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2020*.

### **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:  
<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

**2020 STANDARD DRAWINGS THAT APPLY**

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**TRAFFIC**

**~ PERMANENT ~**

MARKERS

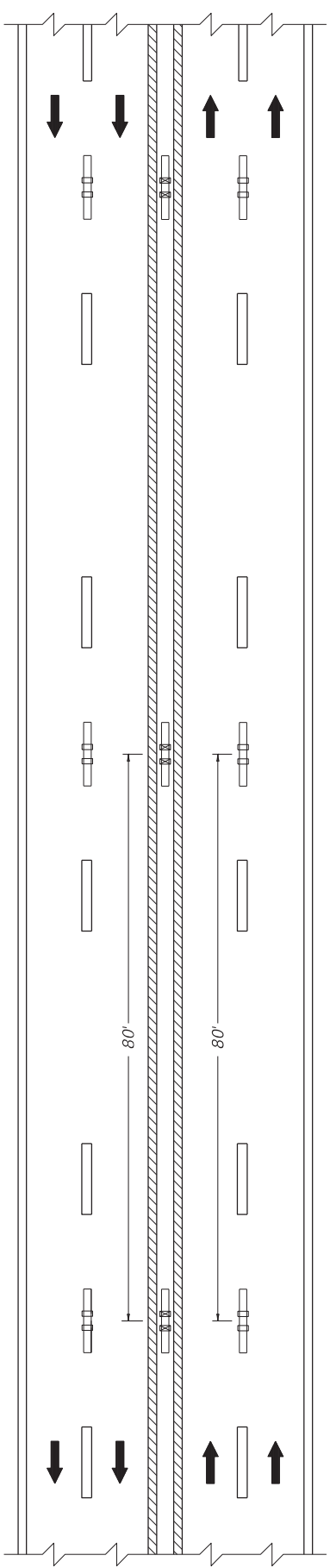
INLAID PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....	Sepia 006
INLAID PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....	Sepia 007
INLAID PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....	Sepia 008
INLAID PAVEMENT MARKER ARRANGEMENTS TWO-LANE TWO-WAY ROADWAYS .....	Sepia 009
INLAID PAVEMENT MARKER ARRANGEMENT TWO-LANE TO FOUR-LANE TRANSITIONS .....	Sepia 010
INLAID PAVEMENT MARKER ARRANGEMENT EXIT-GORE AND OFF-RAMP .....	Sepia 011
INLAID PAVEMENT MARKER ARRANGEMENTS FOR PARALLEL DECELERATION LANE.....	Sepia 012
INLAID PAVEMENT MARKER ARRANGEMENTS ON-RAMP WITH TAPERED ACCELERATION LANE .....	Sepia 013
INLAID PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANE .....	Sepia 014
INLAID PAVEMENT MARKER ARRANGEMENTS TWO-WAY LEFT TURN LANE .....	Sepia 015
INLAID PAVEMENT MARKER ARRANGEMENT CHANNELIZED INTERSECTION .....	Sepia 016

**~ TEMPORARY ~**

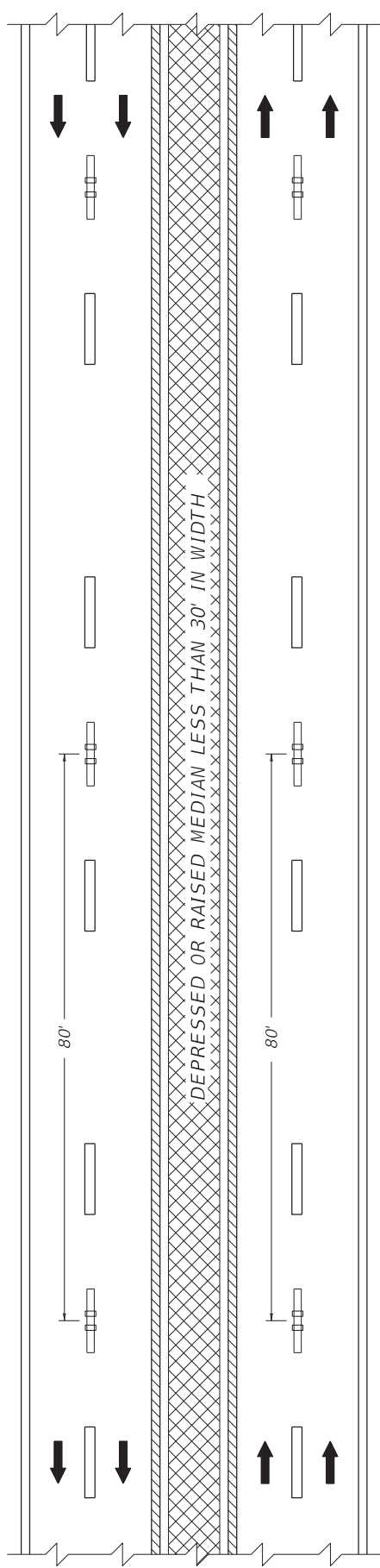
TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAY.....	TTC-100-05
LANE CLOSURE MULTI-LANE HIGHWAY CASE I .....	TTC-115-04
DOUBLE LANE CLOSURE .....	TTC-125-04
SHOULDER CLOSURE .....	TTC-135-03





ARRANGEMENT "A" (UNDIVIDED HIGHWAY)



ARRANGEMENT "B" (DIVIDED HIGHWAY WITH DEPRESSED OR RAISED MEDIAN LESS THAN 30' IN WIDTH)

- ~ NOTES ~
1. MARKERS INSTALLED WITH DOUBLE YELLOW CENTERLINES SHOULD BE PLACED BETWEEN THE TWO LINES.
  2. MARKERS INSTALLED ALONG LANE LINES SHOULD BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
  3. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.
  4. MARKERS SHALL BE INSTALLED AT 40' SPACING ALONG SOLID WHITE AUXILIARY LANES. MARKER COLOR SHALL MATCH THE MARKERS INSTALLED ALONG THE WHITE LANE LINES.  
 BID ITEMS  
 06610 - INLAID PAVEMENT MARKER - MW  
 06612 - INLAID PAVEMENT MARKER - BY  
 UNIT TO BID  
 EACH  
 EACH

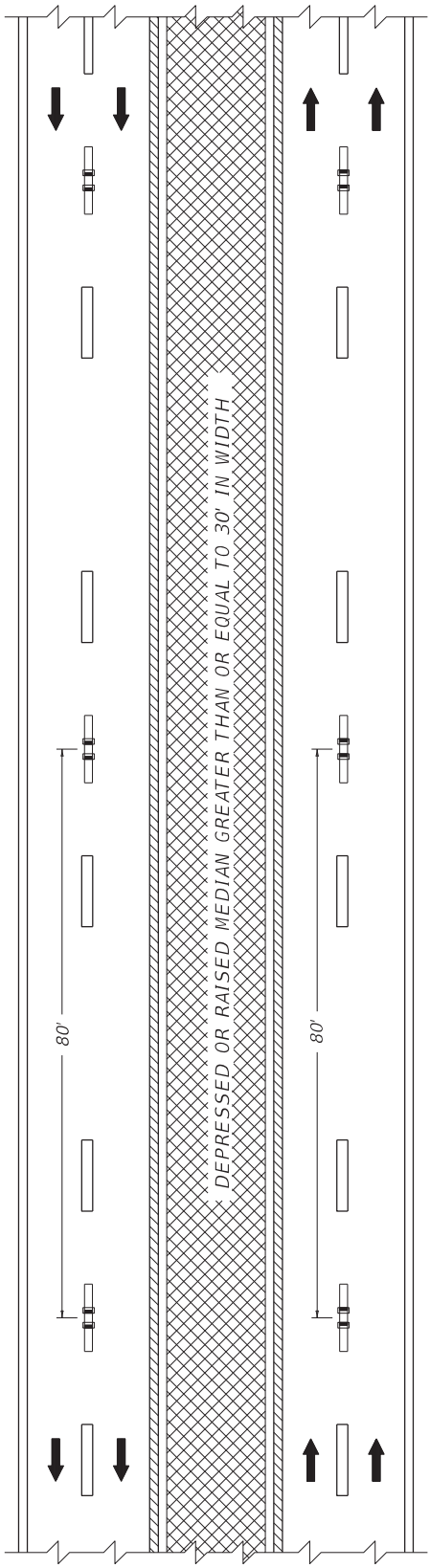
LEGEND

	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW)
	MONO-DIRECTIONAL PAVEMENT MARKER (WHITE)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)
	DEPRESSED OR RAISED MEDIAN

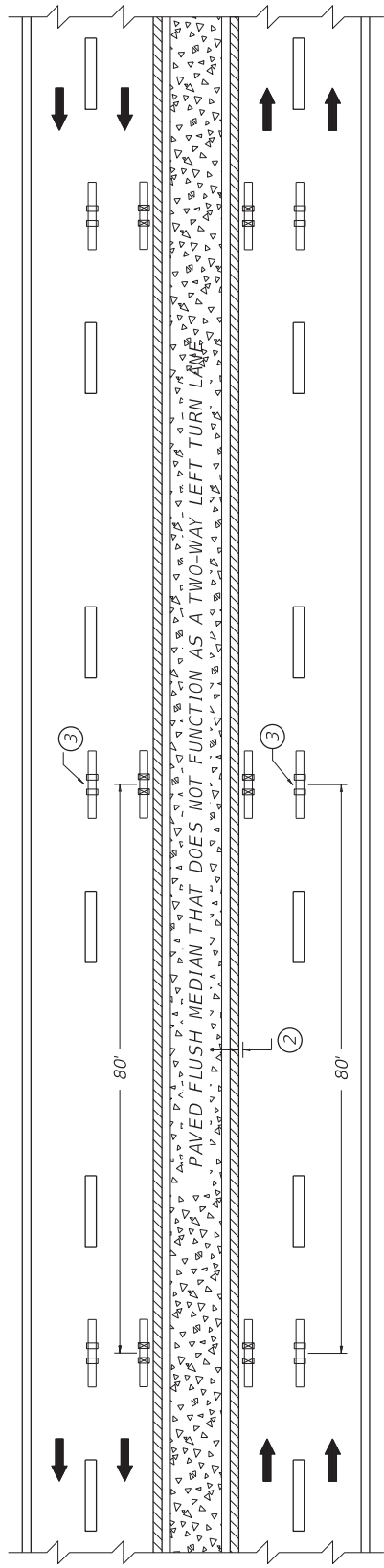
DRAWING NOT TO SCALE

KENTUCKY DEPARTMENT OF HIGHWAYS
INLAID PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS

SUBMITTED 06-09-21  
 DIVISION DIRECTOR  
 DATE  
 006



ARRANGEMENT "C" (DIVIDED HIGHWAY WITH DEPRESSED OR RAISED MEDIAN GREATER THAN OR EQUAL TO 30' IN WIDTH)



ARRANGEMENT "D" (DIVIDED HIGHWAY WITH PAVED FLUSH MEDIAN THAT DOES NOT FUNCTION AS A TWO-WAY LEFT TURN LANE)

- ~ NOTES ~
1. MARKERS INSTALLED ALONG LANE LINES SHOULD BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
  2. MARKERS INSTALLED ALONG EDGE LINES SHOULD BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
  3. IF WIDTH OF PAVED FLUSH MEDIAN IS GREATER THAN OR EQUAL TO 30', BI-DIRECTIONAL (WHITE-RED) MARKERS SHALL BE USED ALONG THE LANE LINES IN LIEU OF MONO-DIRECTIONAL (WHITE) MARKERS.
  4. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.
  5. MARKERS SHALL BE INSTALLED AT 40' SPACING ALONG SOLID WHITE AUXILIARY LINES. MARKER COLOR SHALL MATCH THE MARKERS INSTALLED ALONG THE WHITE LANE LINES.
- BID ITEMS  
 06610 - INLAID PAVEMENT MARKER - MW  
 06612 - INLAID PAVEMENT MARKER - BY  
 06613 - INLAID PAVEMENT MARKER - B W/R

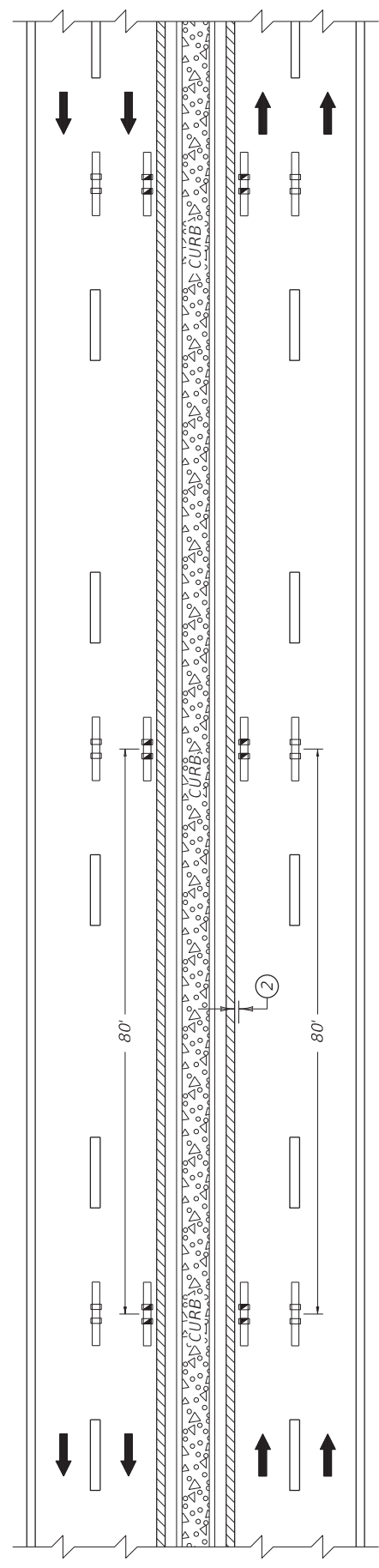
LEGEND

	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW)
	BI-DIRECTIONAL PAVEMENT MARKER (WHITE-RED)
	MONO-DIRECTIONAL PAVEMENT MARKER (WHITE)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)
	FLUSH MEDIAN
	DEPRESSED OR RAISED MEDIAN

DRAWING NOT TO SCALE

KENTUCKY  
DEPARTMENT OF HIGHWAYS  
INLAID PAVEMENT MARKER  
ARRANGEMENTS  
MULTI-LANE ROADWAYS

SUBMITTED \_\_\_\_\_ 06-09-21  
DIVISION DIRECTOR \_\_\_\_\_  
007



ARRANGEMENT "E" (DIVIDED HIGHWAY WITH CURB WITHIN 8' OF DRIVING LANE)

**LEGEND**

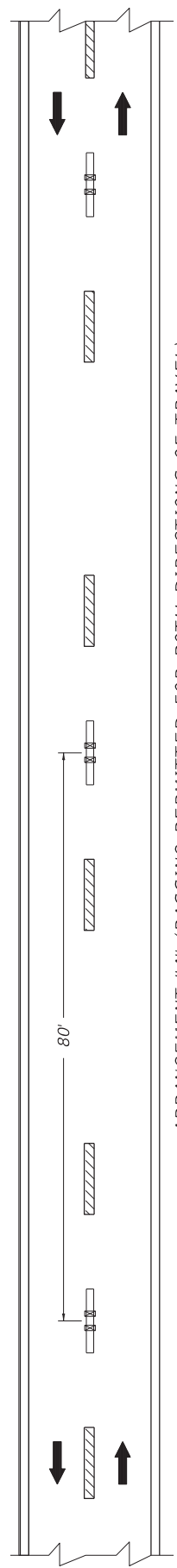
	MONO-DIRECTIONAL PAVEMENT MARKER (YELLOW)
	MONO-DIRECTIONAL PAVEMENT MARKER (WHITE)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)

~ NOTES ~

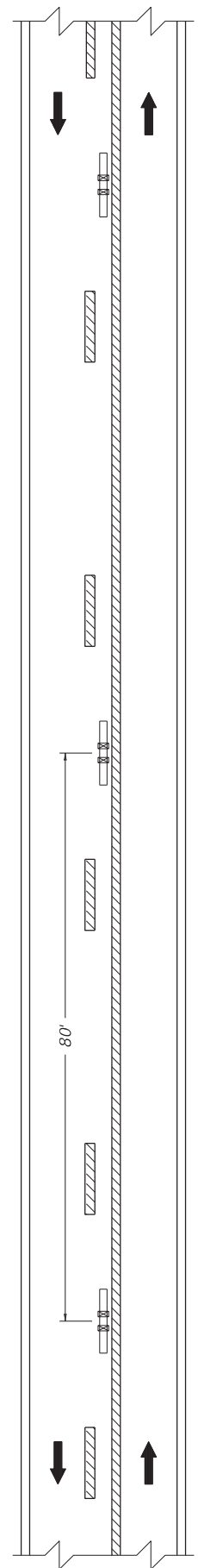
1. MARKERS INSTALLED ALONG LANE LINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
  - ② MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
  3. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.
  4. MARKERS SHALL BE INSTALLED AT 40' SPACING ALONG SOLID WHITE AUXILIARY LANES. MARKER COLOR SHALL MATCH THE MARKERS INSTALLED ALONG THE WHITE LANE LINES.
- BID ITEMS:  
06610 - INLAID PAVEMENT MARKER - MW EACH  
06611 - INLAID PAVEMENT MARKER - MY EACH

DRAWING NOT TO SCALE

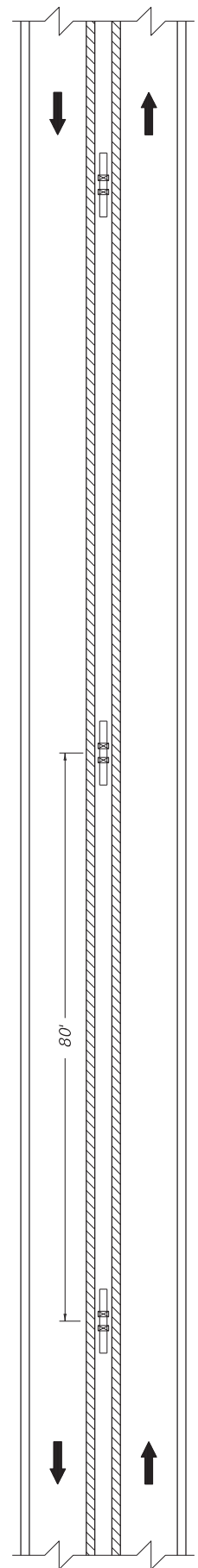
KENTUCKY DEPARTMENT OF HIGHWAYS
INLAID PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS
SUBMITTED DIVISION DIRECTOR 06-09-21 <small>DATE</small> 008



ARRANGEMENT "A" (PASSING PERMITTED FOR BOTH DIRECTIONS OF TRAVEL)



ARRANGEMENT "B" (PASSING PERMITTED FOR ONE DIRECTION OF TRAVEL)



ARRANGEMENT "C" (PASSING PROHIBITED FOR BOTH DIRECTIONS OF TRAVEL)

~ NOTES ~

1. MARKERS INSTALLED ALONG DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE DASHES.
2. MARKERS INSTALLED WITH DOUBLE YELLOW CENTERLINES SHALL BE PLACED BETWEEN THE TWO LINES.
3. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2' FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

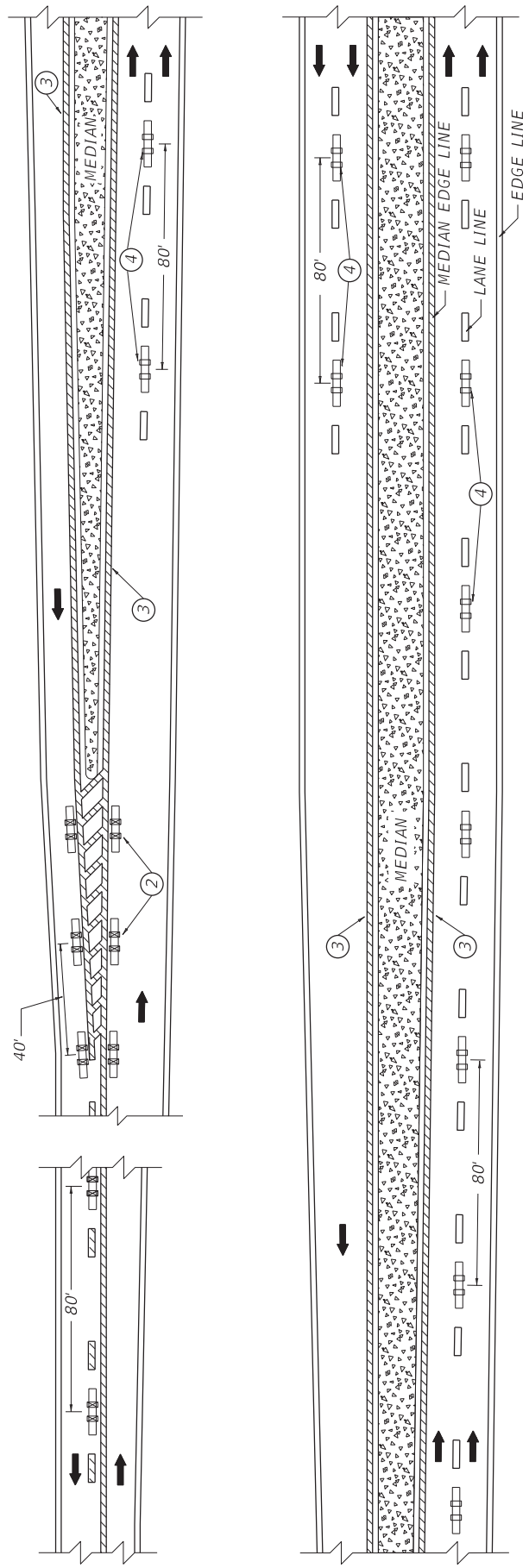
UNIT TO BID  
EACH

BID ITEMS  
06612 - INLAID PAVEMENT MARKER - BY

**LEGEND**

	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)

KENTUCKY DEPARTMENT OF HIGHWAYS	INLAID PAVEMENT MARKER ARRANGEMENTS TWO-LANE, TWO-WAY ROADWAYS
SUBMITTED <i>John D.</i> DIVISION DIRECTOR	06-09-21 DATE 000



TWO LANE TO FOUR LANE PAVEMENT TRANSITIONS

LEGEND	
	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW)
	MONO-DIRECTIONAL PAVEMENT MARKER (WHITE) ④
	MARKINGS (YELLOW)
	MARKINGS (WHITE)

~ NOTES ~

1. MARKERS INSTALLED ALONG LANE LINES OR DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE DASHES.
- ② MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
- ③ MARKERS MAY BE REQUIRED ALONG THE MEDIAN EDGE LINES DEPENDING ON TYPE AND WIDTH OF MEDIAN. SEE TPM-100, TPM-105, AND TPM-110 FOR GUIDANCE.
- ④ IF MEDIAN WIDTH IS GREATER THAN OR EQUAL TO 30', BI-DIRECTIONAL (WHITE-RED) MARKERS SHALL BE USED ALONG THE LANE LINES IN LIEU OF MONO-DIRECTIONAL (WHITE) MARKERS.
5. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED AT THE DISCRETION OF THE ENGINEER.

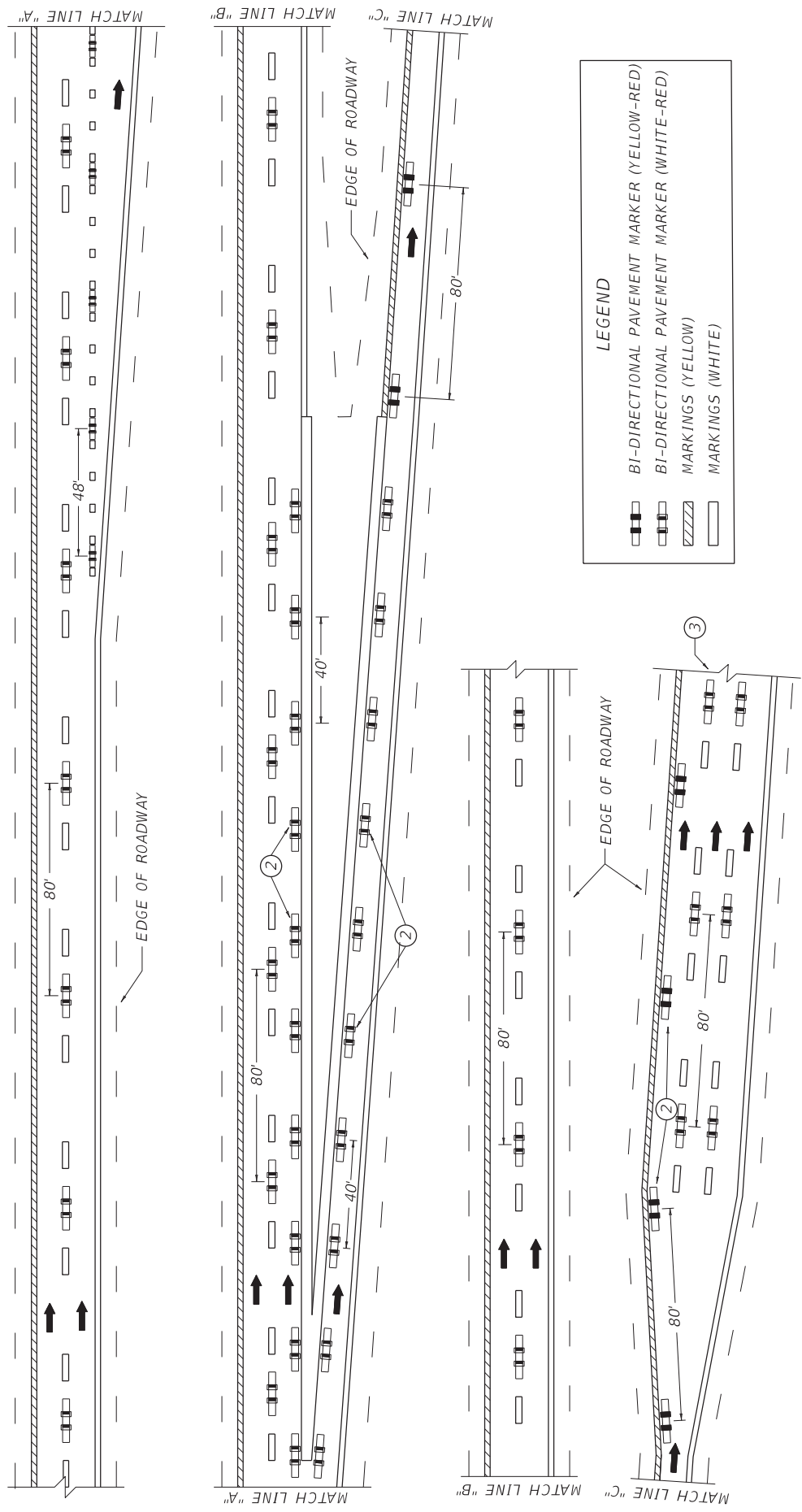
UNIT TO BID  
EACH  
EACH

BID ITEMS  
06610 - INLAID PAVEMENT MARKER - MW  
06612 - INLAID PAVEMENT MARKER - BY

DRAWING NOT TO SCALE.  
USE WITH CUR. STD. DWGS.  
TPM-100 TPM-105 TPM-110

KENTUCKY	
DEPARTMENT OF HIGHWAYS	
INLAID PAVEMENT MARKER	
ARRANGEMENT	
TWO-LANE TO FOUR-LANE	
TRANSITIONS	


SUBMITTED \_\_\_\_\_ 06-09-21  
DIVISION DIRECTOR \_\_\_\_\_  
000



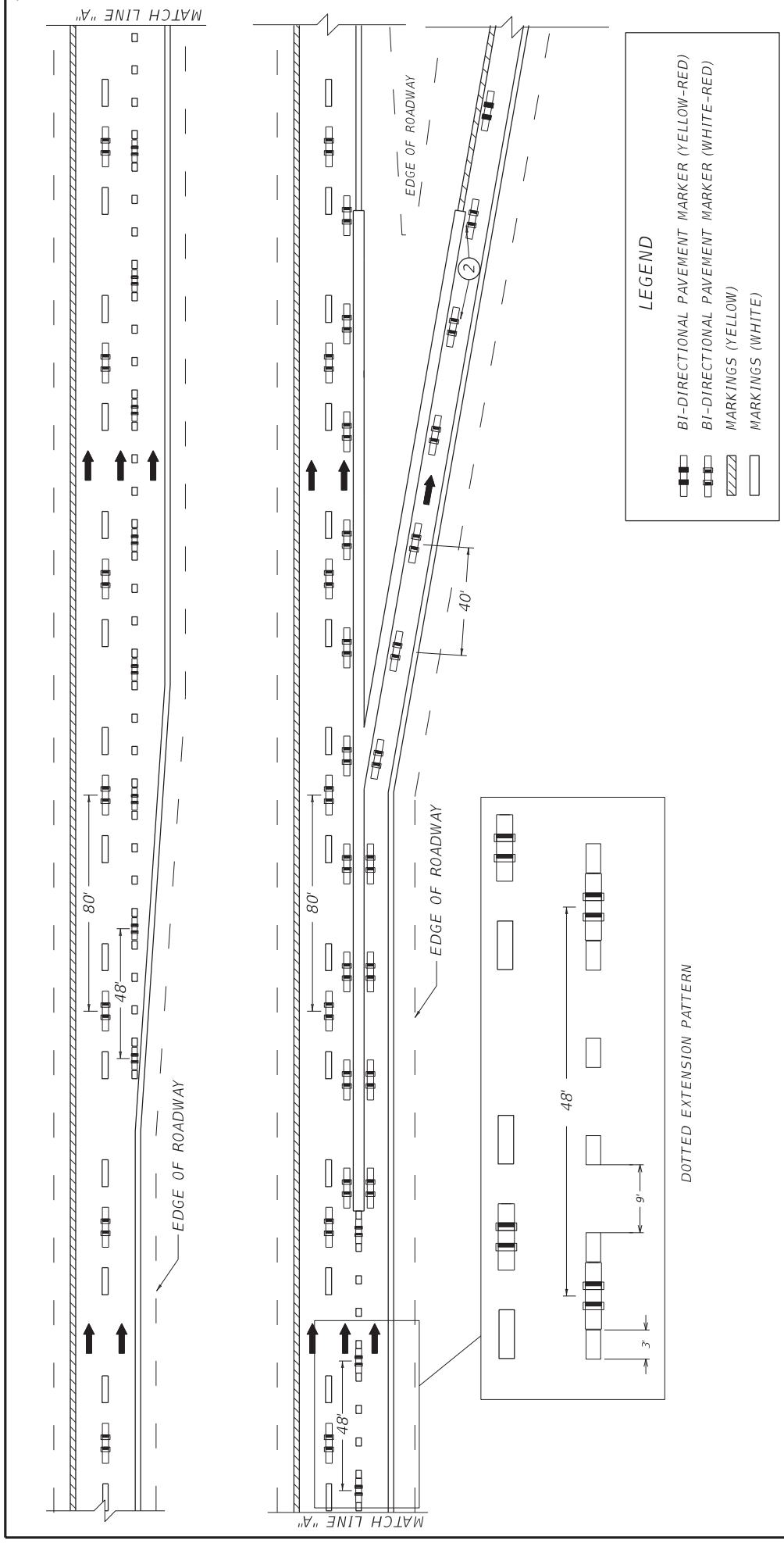
~ NOTES ~

1. MARKERS INSTALLED ALONG LANE LINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
2. MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
3. MARKERS SHALL BE CONTINUED ALONG THE ENTIRE LENGTH OF THE RAMP UNTIL THE INTERSECTION WITH THE CROSS-STREET.
4. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWG.  
TPM-201

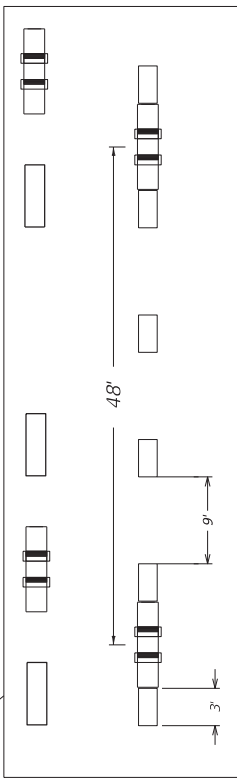
KENTUCKY	
DEPARTMENT OF HIGHWAYS	
INLAID PAVEMENT MARKER	
ARRANGEMENT	
EXIT GORE AND OFF-RAMP	
SUBMITTED	06-09-21 DATE
 DIVISION DIRECTOR	011

BID ITEMS  
06613 - INLAID PAVEMENT MARKER - B-W/R  
06614 - INLAID PAVEMENT MARKER - B-Y/R  
UNIT TO BID  
EACH  
EACH



**LEGEND**

- BI-DIRECTIONAL PAVEMENT MARKER (YELLOW-RED)
- BI-DIRECTIONAL PAVEMENT MARKER (WHITE-RED)
- MARKINGS (YELLOW)
- MARKINGS (WHITE)



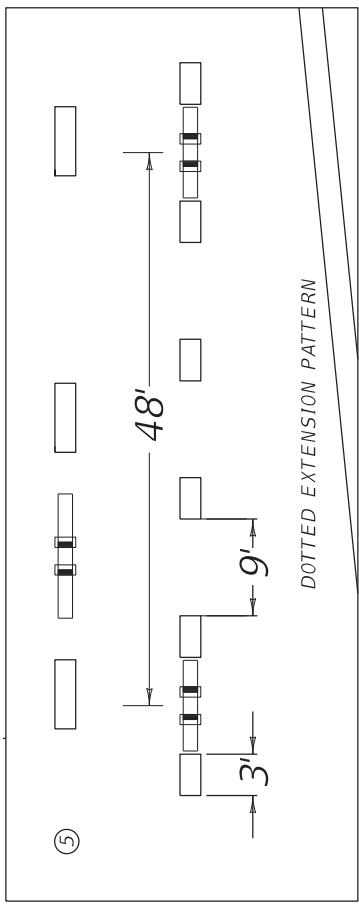
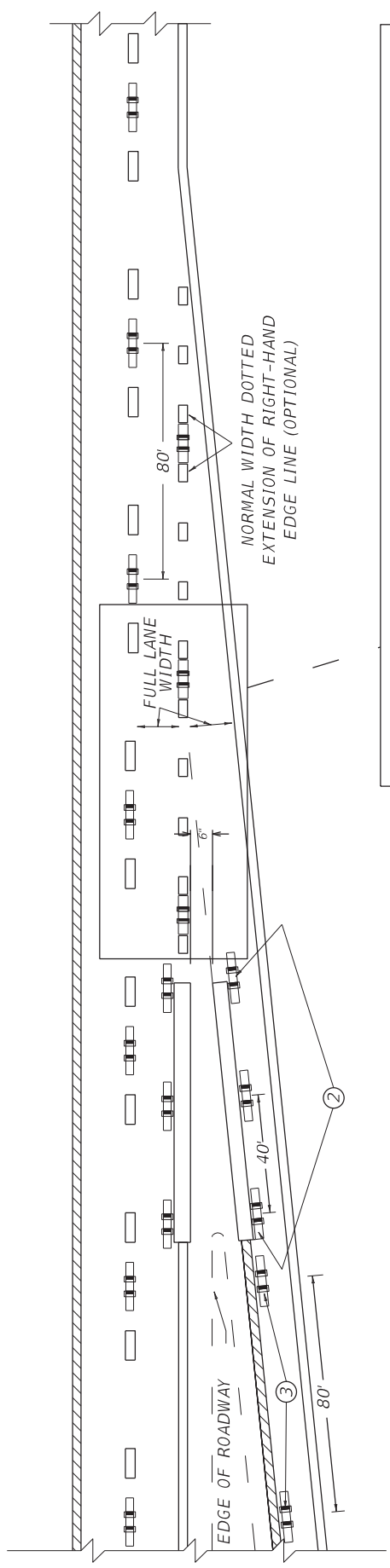
~ NOTES ~

1. MARKERS INSTALLED ALONG LANE LINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
2. MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
3. MARKERS SHALL BE CONTINUED ALONG THE ENTIRE LENGTH OF THE RAMP UNTIL THE INTERSECTION WITH THE CROSS-STREET.
4. ON TWO-LANE, TWO-WAY HIGHWAYS, MARKERS INSTALLED ALONG GORE MARKINGS SHALL BE MONO-DIRECTIONAL (WHITE).
5. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED AT THE DISCRETION OF THE ENGINEER.
6. MARKERS INSTALLED ALONG THE RAMP EDGELINE SHALL BE SPACED AT 80' INTERVALS.  
 BID ITEMS:  
 06613 - INLAID PAVEMENT MARKER - B-W/R UNIT TO BID  
 06614 - INLAID PAVEMENT MARKER - B-Y/R EACH  
 EACH

DRAWING NOT TO SCALE.

KENTUCKY DEPARTMENT OF HIGHWAYS INLAID PAVEMENT MARKER ARRANGEMENT FOR PARALLEL DECELERATION LANE	SUBMITTED _____ 06-09-21 DIVISION DIRECTOR _____ 012
--	--





**LEGEND**

	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW-RED)
	BI-DIRECTIONAL PAVEMENT MARKER (WHITE-RED)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)

~ NOTES ~

1. MARKERS INSTALLED ALONG LANE LINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
2. MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
3. BI-DIRECTIONAL (YELLOW-RED) MARKERS ARE TO BE PLACED ALONG THE ENTIRE LENGTH OF THE YELLOW EDGE LINE FROM THE INTERSECTION OF THE CROSS-STREET TO THE BEGINNING OF THE GORE AREA.
4. ON TWO-LANE, TWO-WAY HIGHWAYS, MARKERS INSTALLED ALONG GORE MARKINGS SHALL BE MONO-DIRECTIONAL (WHITE).
5. IF DOTTED EXTENSIONS ARE USED IN THE TAPERED ACCELERATION LANE, MARKERS SHALL BE INSTALLED AS DEPICTED. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWG.  
TPM-200

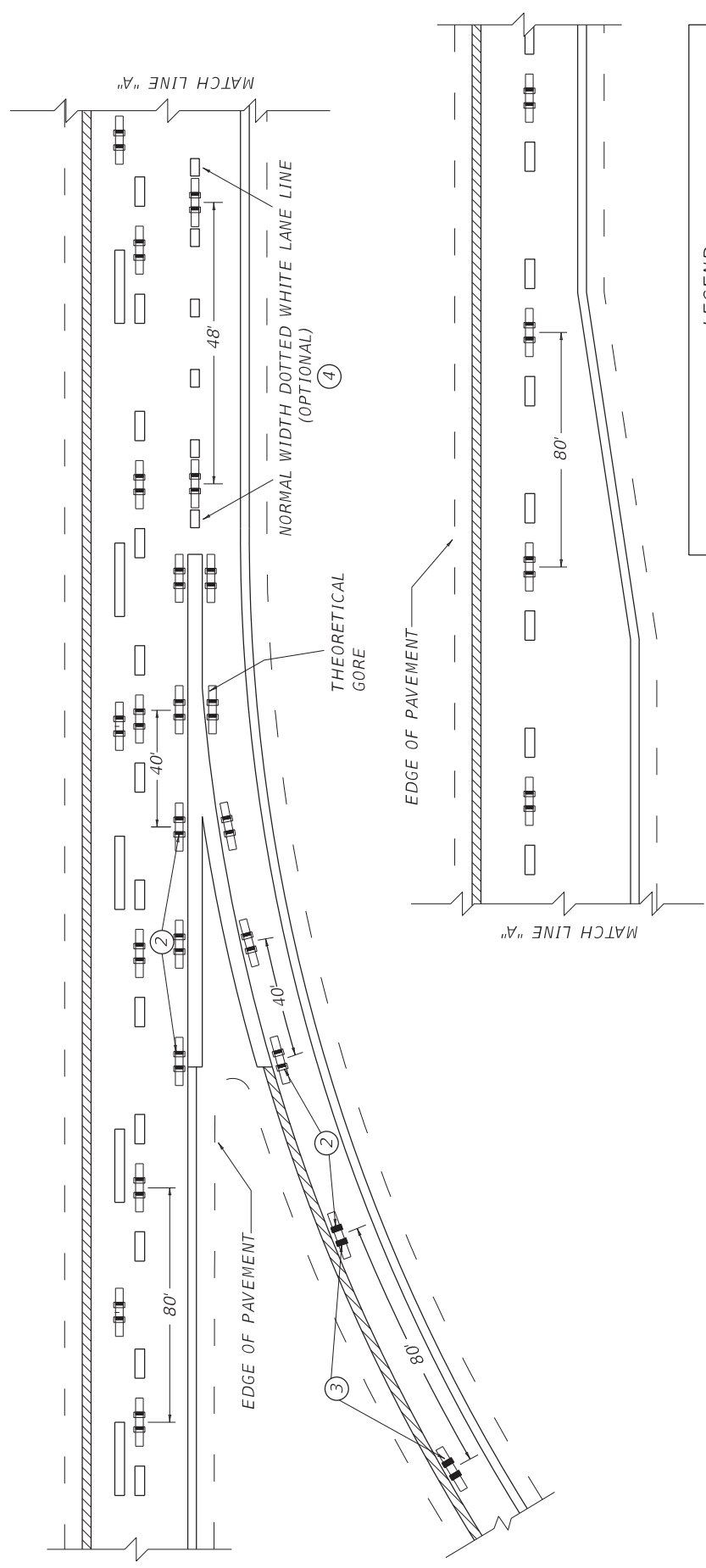
KENTUCKY  
DEPARTMENT OF HIGHWAYS  
INLAID PAVEMENT MARKER  
ARRANGEMENT  
ON-RAMP WITH TAPERED  
ACCELERATION LANE

SUBMITTED \_\_\_\_\_ 06-09-21  
DIVISION DIRECTOR \_\_\_\_\_  
013

BID ITEMS  
06613 - INLAID PAVEMENT MARKER - B-W/R  
06614 - INLAID PAVEMENT MARKER - B-Y/R

UNIT TO BID  
EACH  
EACH





**LEGEND**

	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW-RED)
	BI-DIRECTIONAL PAVEMENT MARKER (WHITE-RED)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)

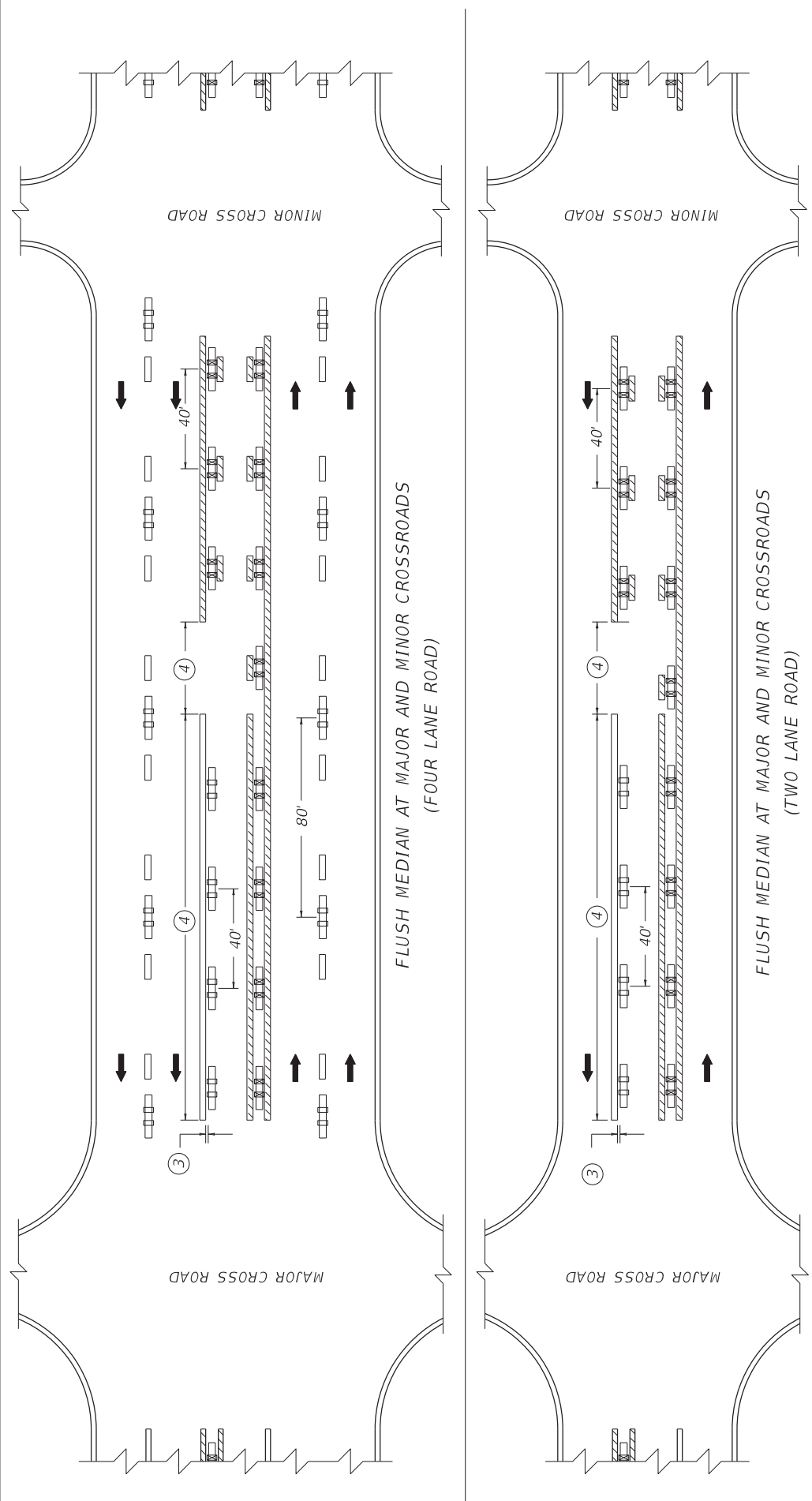
~ NOTES ~

1. MARKERS INSTALLED ALONG LANE LINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
2. MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
3. BI-DIRECTIONAL (YELLOW-RED) MARKERS ARE TO BE PLACED ALONG THE ENTIRE LENGTH OF THE YELLOW EDGE LINE FROM THE INTERSECTION OF THE CROSS-STREET TO THE BEGINNING OF THE GORE AREA.
4. IF DOTTED EXTENSIONS ARE USED IN THE TAPERED ACCELERATION LANE, MARKERS SHALL BE INSTALLED AS DEPICTED. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.
6. THE NORMAL WIDTH DOTTED WHITE LANE LINE SHALL EXTEND FOR AT LEAST HALF THE LENGTH OF THE FULL-WIDTH ACCELERATION LANE PLUS TAPER MEASURED FROM THE THEORETICAL GORE.

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWG.  
TPM-200

KENTUCKY DEPARTMENT OF HIGHWAYS	INLAID PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANE
SUBMITTED _____ DIVISION DIRECTOR	06-09-21 DATE 011

BID ITEMS AND UNIT TO BID  
INLAID PAVEMENT MARKER (B-W/R, B-Y/R, BY, MW, MY) EACH



~ NOTES ~

1. MARKERS INSTALLED AT DOUBLE YELLOW CENTERLINES SHALL BE PLACED BETWEEN THE TWO LINES.
  2. MARKERS INSTALLED ALONG LANE LINES OR DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
  3. MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
  4. LENGTH TO BE DETERMINED ON A PROJECT BY PROJECT BASIS.
  5. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.
- BID ITEMS  
06610 - INLAID PAVEMENT MARKER - MW  
06612 - INLAID PAVEMENT MARKER - BY

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWG.  
TPM-207

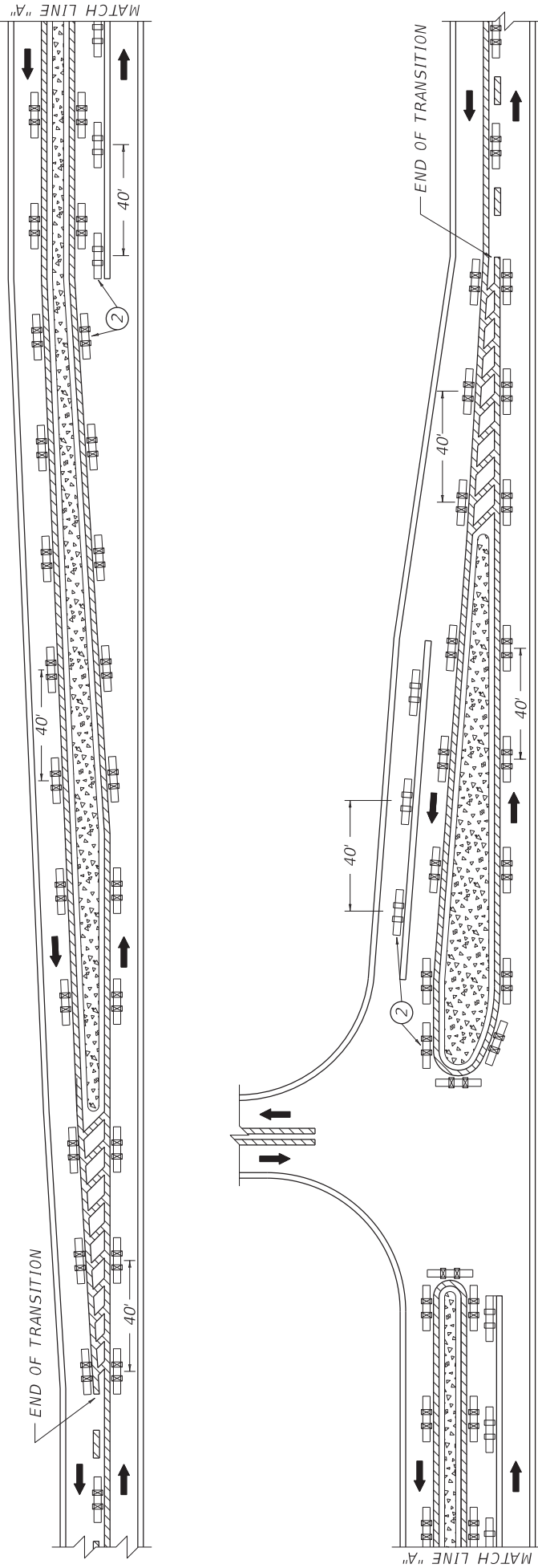
LEGEND

	BI-DIRECTIONAL PAVEMENT MARKER (YELLOW)
	MONO-DIRECTIONAL PAVEMENT MARKER (WHITE)
	MARKINGS (YELLOW)
	MARKINGS (WHITE)

**KENTUCKY**  
DEPARTMENT OF HIGHWAYS

INLAID PAVEMENT MARKER  
ARRANGEMENTS  
TWO-WAY, LEFT-TURN LANE

SUBMITTED 06-09-21  
DIVISION DIRECTOR  
015



CHANNELIZED INTERSECTION ON A TWO DIRECTIONAL TWO LANE FACILITY

**LEGEND**

- BI-DIRECTIONAL PAVEMENT MARKER (YELLOW)
- MONO-DIRECTIONAL PAVEMENT MARKER (WHITE)
- CURBED OR FLUSH MEDIAN
- MARKINGS (YELLOW)
- MARKINGS (WHITE)

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWG.  
TPM-205

~ NOTES ~

1. MARKERS INSTALLED ALONG DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
- ② MARKERS INSTALLED ALONG EDGE LINES OR CHANNELIZING LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
3. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

BID ITEMS  
06610 - INLAID PAVEMENT MARKER - MW  
06612 - INLAID PAVEMENT MARKER - BY  
UNIT TO BID  
EACH  
EACH

KENTUCKY  
DEPARTMENT OF HIGHWAYS  
INLAID PAVEMENT MARKER  
ARRANGEMENT  
CHANNELIZED  
INTERSECTION

SUBMITTED DIVISION DIRECTOR  
06-09-21  
016

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**3. Records and certified payrolls (29 CFR 5.5)**

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

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

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

**3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY  
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### Standard Title VI/Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20240038 06/14/2024

Superseded General Decision Number: KY20230038

State: Kentucky

Construction Type: 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.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/09/2024
2	03/01/2024
3	03/15/2024
4	03/22/2024
5	05/31/2024
6	06/14/2024

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60

BRKY0001-005 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0002-006 06/01/2023

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0007-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14

BRKY0017-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

CARP0064-001 04/01/2024

Rates Fringes



CARPENTER.....	\$ 32.90	23.33
Diver.....	\$ 49.73	23.33
PILEDRIVERMAN.....	\$ 33.40	23.33

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 ELEC0212-008 06/05/2023

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

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 ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54

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 ELEC0317-012 05/29/2023

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 37.15	22.73

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 ELEC0369-007 05/28/2023

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.....	\$ 35.39	20.45

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 ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

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 ENGI0181-018 07/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.55	18.60
GROUP 2.....	\$ 35.69	18.60
GROUP 3.....	\$ 36.14	18.60
GROUP 4.....	\$ 35.37	18.60

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; Gurries;  
Heavy Equipment Robotics Operator/Mechanic; High Lift;  
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting  
Engine (Two or More Drums); Horizontal Directional Drill  
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;  
Locomotive; 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.

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\* IRON0044-009 06/01/2024

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddled Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax,

Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, 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, Skimmersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.00
Structural.....	\$ 35.37	23.00
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IRON0070-006 06/01/2023		

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

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.50
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IRON0769-007 06/01/2023		

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN  
 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, Pecksridge, 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)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

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 LAB00189-003 07/01/2023

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.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

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

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 LAB00189-008 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

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

LAB00189-009 07/01/2023

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

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

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 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

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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PAIN0118-004 06/01/2018

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 23.00	12.52

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PAIN1072-003 12/01/2023

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 35.64	23.69
Power Generating Facilities.	\$ 32.40	23.69

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\* PLUM0248-003 06/01/2024

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.50	25.01

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\* PLUM0392-007 06/01/2024

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

ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.70	26.75
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PLUM0502-003 08/01/2021		

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.....	\$ 38.07	20.78
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* SUKY2010-160 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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this



contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

#### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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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 National Office because National Office has 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"

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

**Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.**

Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622  
502-564-3500

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).  
The notification shall be mailed to:

**Regional Director**  
**Office of Federal Contract Compliance Programs**  
**61 Forsyth Street, SW, Suite 7B75**  
**Atlanta, Georgia 30303-8931**  
**Main Number: 404-893-4545 Fax: 404-893-4546**  
**Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)**  
**Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
7.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

**Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8931  
Main Number: 404-893-4545 Fax: 404-893-4546  
Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
9.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

**Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8931  
Main Number: 404-893-4545 Fax: 404-893-4546  
Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

**Regional Director**  
**Office of Federal Contract Compliance Programs**  
**61 Forsyth Street, SW, Suite 7B75**  
**Atlanta, Georgia 30303-8931**  
**Main Number: 404-893-4545 Fax: 404-893-4546**  
**Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)**  
**Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

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



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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
9.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
9.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

**PART IV**  
**INSURANCE**

Refer to  
*Kentucky Standard Specifications for Road and Bridge Construction,*  
current edition

**PART V**  
**BID ITEMS**

**PROPOSAL BID ITEMS**

244000

Page 1 of 1

Report Date 6/11/24

**Section: 0001 - ROADWAY**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	06580		PAVEMENT MARKER TYPE IV-MW	6,523.00	EACH		\$	
0020	06581		PAVEMENT MARKER TYPE IV-MY	1,200.00	EACH		\$	
0030	06582		PAVEMENT MARKER TYPE IV-BY	9,135.00	EACH		\$	
0040	06583		PAVEMENT MARKER TYPE IV-B W/R	42,875.00	EACH		\$	
0050	06584		PAVEMENT MARKER TYPE IV-B Y/R	11,520.00	EACH		\$	
0060	06610		INLAID PAVEMENT MARKER-MW	1,402.00	EACH		\$	
0070	06611		INLAID PAVEMENT MARKER-MY	180.00	EACH		\$	
0080	06612		INLAID PAVEMENT MARKER-BY	3,475.00	EACH		\$	
0090	06613		INLAID PAVEMENT MARKER-B W/R	1,892.00	EACH		\$	
0100	06614		INLAID PAVEMENT MARKER-B Y/R	395.00	EACH		\$	
0110	20411ED		LAW ENFORCEMENT OFFICER	300.00	HOUR		\$	
0120	21741NC		MAINTAIN & CONTROL TRAFFIC (PER 1,000 LENS REPLACEMENTS)	72.00	EACH		\$	
0130	21741NC		MAINTAIN & CONTROL TRAFFIC (PER 500 INLAID MARKERS)	15.00	EACH		\$	

**Section: 0002 - DEMOBILIZATION**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0140	02569		DEMOBILIZATION	1.00	LS		\$	