

CALL NO. 110

CONTRACT ID. 214002

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER HSIP 2641(184)

DESCRIPTION HENRY WATTERSON EXPRESSWAY (I-264)

WORK TYPE THERMOPLASTIC PAVEMENT STRIPING

PRIMARY COMPLETION DATE 10/31/2021

LETTING DATE: April 23,2021

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME April 23,2021. 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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## **ADMINISTRATIVE DISTRICT - 05**

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PCN - 0505602642101 HSIP 2641(184)

HENRY WATTERSON EXPRESSWAY (I-264) (MP 12.101) FROM I-65 EXTENDING NORTHEAST TO I-71 (MP 22.927), A DISTANCE OF 010.83 MILES.INTERSECTION MARKINGS- INSTALL-RETRACE SYP NO. 05-00938.00. GEOGRAPHIC COORDINATES LATITUDE 38:13:31.42 LONGITUDE -85:38:30.07

#### **COMPLETION DATE(S):**

COMPLETED BY 10/31/2021

APPLIES TO ENTIRE CONTRACT

## **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) 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 <a href="https://secure.kentucky.gov/sos/ftbr/welcome.aspx">https://secure.kentucky.gov/sos/ftbr/welcome.aspx</a> .

## 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 fax (502) 564-7299 or email to <a href="mailto:kytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. 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 (<a href="www.transportation.ky.gov/contract">www.transportation.ky.gov/contract</a>). 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

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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.

April 30, 2018

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

## NOTICE TO ALL BIDDERS

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

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

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

## **SECOND TIER SUBCONTRACTS**

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

## DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

#### 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.

# UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order must be submitted to the Division of Construction Procurement.

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

## CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set (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 certainly 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 of 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:

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

#### PROMPT PAYMENT

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

## **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a <u>signed and notarized</u> Affidavit of Subcontractor Payment (<u>TC 18-7</u>) 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 of 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 of 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. Melvin Bynes. Mr. Bynes' current contact information is email address – melvin.bynes2@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)

# <u>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).</u>

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

SECTION 7 is expanded by the following new Article:

# 102.10 <u>Cargo Preference Act – Use of United States-flag vessels.</u>

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.

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# NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

# **General Notes & Description of Work**

## **CAUTION**

The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

#### **CONTROL**

Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

#### **ON-SITE INSPECTION**

Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.

#### **DESCRIPTION OF WORK**

Except as specified herein, perform all work in accordance with the Department's Standard Specifications, Supplemental Specifications, applicable Special Notes and Special Provisions, and applicable Standard and Sepia Drawings, current editions. Furnish all materials, labor, equipment, and incidentals for the following work:

- Installation of Durable Pavement markings according to section 714 of KYTC Standard Specifications, including but not limited to:
  - Thermoplastic markings
  - Gore Markings
  - Stop bars, crosswalks
  - o Curve, Lane-Reduction, and Combination arrows
  - Elongated Route Shields and Letters
- Installation and removal of Pavement Markers according to section 712 of KYTC Standard Specifications
- Removal of existing stripe for surface preparation and corrective work
- Linear delineation panels

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#### **APPLICATION OF STRIPING**

Furnish and apply 6 & 12 inch Durable Paint, HPS-8 and Type 1 Tape striping on asphalt and concrete surfaces to the sections of roadway provided in this Contract. This Contract includes the installation of lane lines, edgelines, ramp lines, dotted lines and gore markings. All durable paint and HPS-8 markings shall utilize a Missouri blend bead. All HPS-8 markings shall be installed with a nominal 100 mil thickness.

All six-inch lines shall not be less than six inches nor more than seven inches in width. All 12-inch lines shall not be less than 12 inches nor more than 13 inches in width and shall be installed in a single pass. All lines shall have distinct, clean edges with proper bead distribution across the entire width and length of the line.

The Contractor shall be responsible for protecting the installed line from traffic until dry in order to eliminate tracking. Retroreflectivity readings will be taken on zones with substantial amounts of tracking and the readings will be used in the calculation of payment. If the Contractor elects to use additional traffic control devices beyond what is specified in the TRAFFIC CONTROL PLAN, the additional cost shall be incidental to the bid item "Maintain and Control Traffic".

If the Engineer determines that the quality of the striping applied by the Contractor is unsatisfactory with regard to retroreflectivity, bead distribution, paint thickness, overspray, accuracy of retracing, line width, consistency, tracking, etc., the Engineer may stop the striping operation immediately until the Contractor can demonstrate that the problem has been corrected. If it is determined by the Engineer that the striping is not applied at the specified application rate, restriping will be required.

<u>3M 50/50 ALL WEATHER ELEMENTS</u> – For all HPS-8 markings requiring wet reflectivity, the markings shall be installed using 3M 50/50 ALL WEATHER ELEMENTS in combination with a Missouri blend bead with a double drop system according to manufacturer's specifications. The color of the wet reflective beads shall match the color of the marking being applied. Traditional and wet reflective beads shall be applied in a double-drop application of traditional glass beads and wet reflective optical elements. Contractor shall follow manufacturer's recommendations as to incorporating wet reflective elements into the striping operation. Apply traditional beads and wet reflective elements in sufficient quantities to obtain the dry retroreflectivity requirements and desired wet retroreflectivity levels.

The manufacturer of the wet reflective bead shall have a factory representative on site before the contractor begins striping operations. The factory representative shall assure the engineer that the wet reflective system has been calibrated for proper application before the contractor begins. The factory representative shall remain available to periodically assure the engineer the system is being applied according to the manufacturer's recommendations. A random sample of wet reflective elements shall be provided to the Division of Materials before use on the project.

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#### **MARKING REMOVAL**

The Contractor shall be responsible for all necessary cleanup of any paint or other material that is spilled onto the pavement or elsewhere as a result of his/her operations and for correcting any striping error (including tracking and rain damage) that the Engineer determines removal to be required. Upon notification of a striping error or paint spill by the Engineer, the Contractor shall be required to begin the process of correcting the striping error or paint spill within five (5) working days and shall work continuously to complete the corrective work prior to striping any other section of roadway included in this Contract.

#### **PAINT ON VEHICLES**

The Contractor shall be responsible for addressing disputes with the public regarding paint on vehicles that occur as a result of his/her operations. All complaints from the public shall be addressed in a timely manner and the Contractor must demonstrate a "good faith" attempt to resolve disputes to the satisfaction of the citizen. However, the Contractor shall have the right to dispute fault and refuse settlement in cases where the Contractor feels that paint on the vehicle was a result of negligence on the part of the citizen. Unresolved disputes involving paint on vehicles shall be handled through the legal system. The Department shall not be held responsible for paint on vehicles under any circumstances.

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#### **BID ITEM DETAILS**

#### **Pavement Marking Removal**

This bid item shall include removal of existing pavement markings via water blasting as noted on the plans or as directed by the Engineer.

## Remove Pavement Marker Type V – Lens Only

If an existing raised pavement marker is not needed for the proposed striping configuration, remove the lens from the casting. Do not disturb the casting and ensure the surrounding adhesive and pavement is in sound condition.

## Permanent Pavement Striping – 6 and 12 inch HD21

For all new painted stripes, install two coats of paint where applicable. Ensure the first layer of paint has completely dried prior to applying the second coat. Each coat of paint will be measured and paid separately.

#### Thermo Letters

All thermo letters shall be 8' in height and the applicable width per the MUTCD & Standard Highway Signs and Markings book. All letters associated with interstate markings shall be white in color with a blue background & minimum 6-inch border. Letters associated with US or KY route markings shall be white in color with a black background & border. The "EXIT" & "ONLY" letters shall be white in color with a black contrasting background and border. Prior to ordering or installing any thermo letters, submit a detail of the proposed letter markings to the Engineer for approval. The bid item for thermo letters on concrete includes the necessary pavement preparation & binder application.

#### **Inlaid Pavement Markers**

Furnish and install inlaid pavement markers as noted on the plans, Standard Drawings, or as directed by the Engineer in accordance with the included special note. Do not install pavement markers on bridge decks. Ensure adhesive sufficiently cures prior to exposing the marker to traffic. Do not install new markers in deteriorated pavement. Adjust location to sound pavement or omit the marker.

## **Thermo Elongated Route Shields**

All two digit thermo elongated route shields shall be 6 feet wide and 15 feet long. Three and four digit route shields shall be 15 feet long and the applicable width to accommodate the required characters. Interstate route shields shall have white characters with a blue background and red top. US and KY route shields shall have black characters on a white background with a black border. Prior to ordering or installing any thermo route shields, submit a detail of the proposed shield to the Engineer for approval. The bid item for thermo elongated route shields on concrete includes the necessary pavement preparation & binder application.

# HPS-8 Intersection Markings (6 & 24 Inch Crosswalks, 24 Inch Stop Bars, Curve, Combo & Lane Reduction Arrows, Yield Bars)

Furnish and install all markings as noted on the plans, Standard Drawings, or as directed by the Engineer in accordance with the included special note. For all HPS-8 markings on concrete pavement, the bid item includes all work necessary for installation, including but not limited to application of binder prior to placement of the markings.

General Notes & Description of Work Page 5 of 5

#### HPS-8 Cross Hatch and Gore Chevrons - Wet Reflective

All gore chevrons and shoulder cross hatching shall be installed utilizing extruded HPS-8 with wet reflective elements. When markings are installed on concrete pavement, the bid item shall include all necessary pavement preparation/cleaning and binder application.

#### **HPS-8 Lane Use Combo Arrows**

Install lane use combo arrows per Standard Drawing TPM-202 or as directed by the Engineer in accordance with the included special note. All lane use arrows shall be wet reflective and white in color with a black contrast border and/or background. Prior to ordering or installing any HPS-8 lane use arrows, submit a detail of the proposed arrows to the Engineer for approval. The bid item for HPS-8 lane use arrows includes the necessary pavement preparation & binder application for concrete pavement.

HPS-8 MEASUREMENT DETAIL		
SYMBOL	DESCRIPTION	AREA (SQFT)
4	Curve Arrow	16
*	Combo Arrow (Left & Right)	27
	Lane Reduction Arrow	42
	EXIT ONLY	38
$\searrow$	Lane Use Combo Arrow	60

## SPECIAL NOTE FOR STAKING

Contrary to Section 201 of the Standard Specifications, <u>no direct payment will be made for Staking</u>. All work noted below shall be considered incidental to other bid items in the contract.

- 1. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed markings. Obtain approval of the pre-marked layout from the Engineer and/or District Pavement Markings Engineer prior to installing the striping and/or pavement markings.
- 2. Prior to incorporating into the work, obtain the Engineer's approval of all revisions determined by the Contractor.
- 3. Perform any and all other staking operations required to control and construct the work.

## SPECIAL NOTE FOR CONTINUOUS LINEAR DELINEATION PANELS

- I. **DESCRIPTION.** Furnish and install Linear Delineation System Panels, or approved equal, where indicated on the plans, in the proposal or as directed by the Engineer. Except as provided herein, this work shall be performed in accordance with the Department's current Standard Specifications, applicable Standard and Sepia Drawings, and applicable Special Provisions except as hereafter specified.
- II. MATERIALS. Panels shall be structured wide-angle retroreflective panels designed for segmented or continuous marking of concrete barriers and/or guardrails. Each panel shall be designed to attach/adhere to, and shall be compatible with, concrete safety barriers and/or highway guardrails. The panels shall be designed to provide highly effective, long-life daytime and nighttime visibility in typical roadway barrier configurations. Each panel shall be constructed of Type IX and/or XI retroreflective material in standard highway colors. The panels shall be available in white, red, fluorescent yellow and fluorescent orange colors. The panel assembly shall contain curved 3-D raised reflectors and/or repeating raised lateral ridges at intervals every 7 inches or less. Each panel shall not be less than 24 inches in length. All materials may be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes. A copy of the certification test report shall be submitted the department prior to installation.

#### III. CONSTRUCTION METHODS.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** All site preparation shall be as approved or directed by the Engineer. Be responsible for all site preparation including, but not limited to, staking, excavation, special excavation, embankment and embankment in place; and removal of obstructions or any other items. Perform all site preparation only as approved or directed by the Engineer.
- **C. Panels.** All panels are to be installed at the approximate locations listed in the plans with the exact location and manner of attachment for each panel shall be determined by the contractor based on manufacturer's requirements and approved by the Engineer. Panels should be installed so that there is no gap between panels for a continuous appearance.

Before beginning installation, the contractor shall furnish to the project engineer for written approval drawings, descriptions, manufacturer's cuts, etc. covering all material used.

Prepare the side to receive the retroreflective background material according to

the substrate and reflective material manufacturer's recommendations. Sheeting used is to be the color specified and visually in accordance with standard requirements of ASTM D-4956 and meet the requirements of Section 830 of the standard specifications. All retroreflective materials shall be fabricated and assembled in accordance with manufacturer's specifications and/or recommendations.

- **D. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his work. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **E. Caution.** The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.
- **F. Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the contractor.

#### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment but shall be incidental to other items of work.

**C. Linear Delineation Panel.** Along runs of concrete barrier/guardrail where this item is provided, the quantity shall be measured as the entire length of the run being delineated, excluding the spaces between the individual panels.

#### V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment but shall be incidental to other items of work.
- **C. Linear Delineation Panel.** Payment is full compensation for cleaning and preparing the barrier; furnishing and installing the material; and furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

## SPECIAL NOTE FOR WATER BLASTING EXISTING STRIPE

This Special Note will apply where indicated on the plans or in the proposal. Section references herein are to the Department's 2019 Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** Remove pavement striping, temporary or permanent, from asphalt or concrete pavement using ultra-high pressure water.

## 2.0 MATERIALS AND EQUIPMENT.

- 2.1 Truck Mounted Ultra-high Pressure Pump and Water Tank. Use a truck having a separate hydrostatic transmission capable of speed increments of  $\pm 1$  foot per minute at operator's discretion. Use a pump capable of delivering a minimum of 30,000 psi to a bumper mounted deck containing an operator controlled rotating manifold that is speed variable up to at least 3,000 rpm and accepts interchangeable waterjet nozzles. Provide all necessary waterjet nozzle setups and patterns to ensure clean sufficient removal. Ensure the deck's discharge directs the water and removal material in a manner that is not hazardous to vehicles or pedestrians.
  - **2.2 Water.** Conform to Section 803.
- **3.0 CONSTRUCTION.** Before starting work, provide the Engineer with a contractor work history of 2 projects where striping removal was completed acceptably for a similar type of pavement. If no history is available, complete 1,000 linear feet of striping removal and obtain the Engineer's approval before continuing.

Conduct striping removal under temporary traffic control meeting the conditions of the MUTCD and Kentucky Standard Drawings and Specifications. Waterblast to remove temporary or permanent striping completely as the Engineer and plans direct. Do not damage the pavement in any way and protect all joint seals. If damage is observed, stop the removal process until the operator can make changes and demonstrate acceptable striping removal. Repair any damage to the pavement. Vacuum all marking material and removal debris concurrently with the blasting operation.

- **4.0 MEASUREMENT.** The Department will measure the quantity in linear feet. The Department will not measure for payment additional passes needed to further eradicate the markings. The Department will not measure repair of damaged pavement for payment and will consider it incidental to this item of work.
- **5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

CodePay ItemPay Unit22664ENWater Blasting Existing StripeLinear Foot

The Department will consider payment as full compensation for all work required under this note.

# Special Notes for Installation of Ennis Flint HPS-8 Mutlipolymer Pavement Marking Materials

#### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard Specifications, Supplemental Specifications, applicable Special Notes and Special Provisions, and applicable Standard and Sepia Drawings, current editions. Furnish all materials, labor, equipment, and incidentals for the following work:

**Installation of Ennis Flint HPS-8 Striping.** Install according to Manufacturer's Specifications and according to Section 714 of the Standard Specifications. Follow manufacturer's Specifications for installation of HPS-8 on concrete including any required surface preparation work.

#### II. MATERIALS

Contrary to Section 714 the following shall be the material requirements:

- **A. DROP ON BEADS.** Use beads/elements that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings. All HPS-8 markings for this project shall utilize Missouri blend beads.
- **B. APPROVAL.** Select materials that conform to the composition and physical characteristic requirements below when evaluated in accordance with KM-64-268 or other test methods as cited. The Department will sample and evaluate for approval each lot of HPS-8 material delivered for use per contract prior to installation of the material. Do not allow the installation of this material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve this material from the date sampled.

**Composition.** Ensure the pigment, pre-mix beads, and filler are uniformly dispersed in the resin. Use material that is free from all dirt and foreign material. Annually provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content.

COMPOSITION (Percentage by Weight)		
Component	White	Yellow
Binder, <sup>(1)</sup>	21.0 min.	21.0 min.
Glass Beads (Premixed)	48.0	48.0
Titanium Dioxide (Rutile, Type II)	10.0 min.	_
Calcium Carbonate & Inert Fillers (2)	21 max.	31 max.
Heavy Metals Content	Comply with	Comply with
Treavy Wietais Content	40 CFR 261	40 CFR 261

**C. Physical Characteristics.** For HPS-8 material heated for 4 hours at 425°F under agitation, conform to the following requirements.

HPS-8 Mutlipolymer Pavement Marking Materials Page 2 of 4

**a) Color.** As determined with a spectrophotometer using D65 illuminant with a 45 degree entrance angle and 0 degree observation angle geometry.

CIELAB Color Coordinates		
	Yellow	White
Daytime Color (CIELAB)	L* 81.76	L* 93.51
Spectrophotometer using	a* 19.79	a* -1.01
illuminant D65 at 45º	b* 89.89	b* 0.70
illumination and 0º viewing	Maximum	Maximum allowable
with a 2º observer	allowable variation	variation 6.0ΔE*
	6.0∆E*	
Nighttime Color (CIELAB)	L* 86.90	L* 93.45
Spectrophotometer using	a* 24.80	a* -0.79
illuminant A at 45º	b* 95.45	b* 0.43
illumination and 0º viewing	Maximum	Maximum allowable
with a 2º observer	allowable variation	variation 6.0ΔE*
	6.0∆E*	

- b) Set Time. Use material that, when applied at a temperature range of  $412.5 \pm 12.5$  °F and thickness of 90  $\pm$  5 mils, sets to bear traffic in not more than 2 minutes when the air and road surface temperature is approximately  $\geq$  50 °F, and not more than 10 minutes when the air and road surface temperature is approximately < 50 °F.
- c) Bond Strength. Ensure that the bond strength of the material to concrete exceeds 300 psi.
- **d) Cracking Resistance at Low Temperature.** Ensure that the material shows no cracks when observed from a distance exceeding one foot.
- **e) Impact Resistance.** Ensure the impact resistance of the material is a minimum of 60 inchpounds.
- f) Flash Point. Use material that has a flash point not less than 500 °F.
- **D. PACKAGING.** Package HPS-8 material in suitable 50 pound containers to which the material shall not adhere during shipment or storage. Include a label stating that the HPS-8 material is to be maintained with a temperature range of 400°F– 425°F during application. Provide the HPS-8 material in granular form.
- **E. SHELF LIFE.** Ensure that the HPS-8 material conforms to this section for a period of one year. Replace any material not conforming to the above requirements.
- **F. MANUFACTURER'S TESTING.** Perform testing in accordance with KM 64-268 on a minimum of one composite sample per 10,000 pounds, or portion thereof, per lot of HPS-8 produced.
- **G. CERTIFICATION.** Submit manufacturer's certification stating conformance to the requirements of this section for each lot of extruded HPS-8 delivered for use on projects. Clearly state the manufacture,

HPS-8 Mutlipolymer Pavement Marking Materials Page 3 of 4

formulation identification, product name, color, date of manufacturer, total quantity of lot produced, actual quantity of HPS-8 material represented, sampling method utilized to obtain the samples, and required manufacturer's testing data for each composite sample tested to represent each lot produced.

#### III. ACCEPTANCE AND PAYMENT

**A.** The Department will accept HPS-8 material based on compliance of the manufacturer's certification and conformance of test results obtained by the Department to the requirements of this special note.

Contrary to Section 714.03.08, Acceptance of Non-Specification Thermoplastic Markings, the Department will not accept markings that do not meet the retroreflectivity requirement of Section 714.03.06. Remove non-specification compliant markings by water blasting. The Department will perform random thickness tests on applied markings to determine compliance to thickness requirements

The Department may accept HPS-8 found to be in non-conformance to the composition requirements at a reduction in pay. HPS-8 with analytical test results not in conformation to the Specification Acceptance Range but within the Acceptance with Deduction may be accepted for incorporation into the project with applicable reduction in pay. Deductions are cumulative to a maximum of 60% reduction in pay applied to the contract unit bid price for the material. Samples with three (3) or more analytical tests results in non-conformance to the Specification Acceptance Range or any analytical test result exceeding the Acceptance Range with Deduction will be rejected and removed from the project. Do not allow transfer of HPS-8 materials between projects that have analytical test results in the Acceptance Range with Deduction.

PRICE ADJUSTMENT SCHEDULE			
			Deduction
	Specification	Acceptance Range	Applied to Unit
Analytical Test	Acceptance Range	with Deduction	Cost
Binder, %	21.0	19.0-20.9	50%
Glass Beads %			
(Premixed)	48.0 min	47.0-47.9	20%
Titanium Dioxide,			
% for white	10.0 min.	9.0 -9.9	20%
Calcium			
Carbonate and			
Inert Fillers for			
white, %	21 max.		
Calcium			
Carbonate and			
Inert Fillers for			
Yellow, %	31 max.		
Heavy Metals			
Content	Comply with		
	40 CFR 261		
Color	6.0 ΔE*	6.0 ΔΕ*- 8.0 ΔΕ*	10%

HPS-8 Mutlipolymer Pavement Marking Materials Page 4 of 4

## **IV. PAYMENT**

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
25067EC	PAVE STRIPING-THERMO POLYMER MOD-6 IN W	LF
25068EC	PAVE STRIPING-THERMO POLYMER MOD-6 IN Y	LF
26125EC	PAVE STRIPING-THERMO POLYMER MOD W	SQFT
26126EC	PAVE STRIPING-THERMO POLYMER MOD Y	SQFT

#### SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

## I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

(1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

#### II. MATERIALS

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

- **A. Maintain and Control Traffic.** See the Traffic Control Plan.
- **B.** Markers. Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

SPECIFICATIONS FOR HOUSING AND REFLECTOR	
Material:	Polycarbonate Plastic
Weight:	Housing 2.00 oz.
	Reflector 2.00oz.
Housing Size:	5.00" x 3.00" x 0.70" high
Specific Intensity of	of Reflectivity at 0.2° Observation Angle
White:	3.0 at 0°entrance angle
	1.2 at 20° entrance angle
Yellow:	60% of white values
Red:	25% of white values

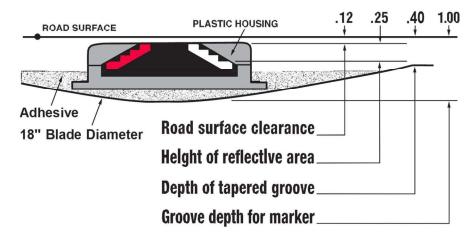
**C.** Adhesives. Use adhesives that conform to the manufacturer's recommendations.

Inlaid Pavement Markers Page 2 of 4

# III. CONSTRUCTION

- **A. Experimental Evaluation.** The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.
- **B.** Maintain and Control Traffic. See the Traffic Control Plan.
- **C. Installation.** Install IPMs in recessed grooves cut into the final course of asphalt pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent tearing or raveling. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

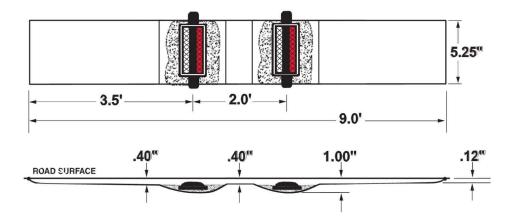
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



**D.** Location and Spacing. Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current Standard Drawings or Sepias. (Note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for.) Do not install markers on bridge decks. Do not install a marker

Inlaid Pavement Markers Page 3 of 4

on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

- **E. Disposal of Waste.** Dispose of all removed asphalt pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.
- **G. On-Site Inspection.** Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.

Inlaid Pavement Markers Page 4 of 4

**H. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer

#### IV. MEASUREMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department shall measure as Each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing asphalt cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

Note: Each pay item of Inlaid Pavement Marker will require two markers.

#### V. PAYMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantities of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, Each. Accept payment as full compensation for all labor, equipment, materials, and incidentals necessary to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

# SPECIAL PROVISION FOR WASTE AND BORROW SITES

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites 01/02/2012

## **COORDINATION OF WORK WITH OTHERS**

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.

#### TRAFFIC CONTROL PLAN

#### **I-264 PAVEMENT MARKINGS**

#### TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications, the Standard and Sepia Drawings, and MUTCD, 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 at the lump sum bid price to "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.

#### PROJECT PHASING & CONSTRUCTION PROCEDURES

LANE CLOSURES & MOBILE OPERATIONS ARE PERMITTED DURING THE FOLLOWING HOURS:

- -Sunday through Thursday nights 8:00 P.M. 5:00 A.M.
- -Friday and Saturday nights 8:00 P.M. 8:00 A.M.

STATIONARY LANE CLOSURES THAT DO NOT INFRINGE ON ADJACENT TRAVEL LANES MAY BE UTILIZED DURING THE FOLLOWING TIMES WITH PRIOR APPROVAL BY THE ENGINEER:

-Saturday and Sunday 8:00 A.M. – 8:00 P.M.

#### LANE CLOSURES WILL NOT BE PERMITTED ON THE FOLLOWING DAYS:

Saturday April 17 – Sunday April 18, 2021

Thursday April 29 – Sunday May 2, 2021

Friday May 28 – Monday May 31, 2021

Friday July 2 – Monday July 5, 2021

Friday September 3 – Monday September 6, 2021

Thunder Over Louisville

KY Derby

Memorial Day Weekend

Independence Day Weekend

Labor Day Weekend

The Engineer may specify additional days and hours when lane closures will not be allowed.

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

#### **PAVEMENT MARKINGS**

Place durable markings, permanent striping and pavement markers behind stationary lane closures or as a mobile operation. Obtain the Engineer's approval for stationary lane closures prior to use. Sign approved stationary lane closures according to Standard Drawings TTC-115-04 and TTC-125-04. If the Contractor desires an interior lane closure, prepare a plan and obtain the Engineer's approval prior to use. Perform mobile operations according to Standard Drawing TTS-120-02 and TTS-125-02. Install the signs for mobile operations on approved temporary mountings on both sides of the traveled way.

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. When installing stationary lane closures where there are four or more travel lanes, it will be preferred to install a double lane closure when work will infringe upon the adjacent lane. Obtain the Engineer's approval when double lane closures are planned or a ramp closure will be necessary. Provide a minimum lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. Limit the length of a lane closure to not exceed approximately 3 miles or 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 separation between lane closures and both lane closures are in the same lane.

At locations where the plans call for the existing striping to be removed and/or modified, perform the removal of the existing and installation of the new striping during the same work shift. Where the plans designate intersection markings to be refreshed and/or modified, install the final markings within 72 hours of removing the existing markings.

#### LANE CLOSURE LIQUIDATED DAMAGES

Do not leave lane closures in place during non-working hours.

In the event that lane closures are in place outside of the days and/or times listed above, 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

A lane closure shall be defined as any traffic control device or Contract worker or vehicle in the traveled way that could potentially impact the flow of traffic. This includes but not limited to signs, barricades, barrels, cones, arrow boards, flaggers and Contractor work vehicles.

All liquidated damages will be applied cumulatively.

### LAW ENFORCEMENT OFFICER

If requested by the Contractor, the Engineer may approve Law Enforcement Officer Police Support to supplement the Contractor's temporary traffic control. 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.

#### **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.

#### CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

#### USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other State Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgment.

#### **Application**

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- Closures (road, lane, bridge, ramp, shoulder, interstate)
- Changes in alignment or surface conditions
- Significant delays, congestion
- Construction/maintenance activities (delays, future activities)
- Detours/alternative routes
- Special events with traffic and safety implications
- Crash/incidents
- Vehicle restrictions (width, height, weight, flammable)
- Advance notice of new traffic control devices
- Real-time traffic conditions (must be kept up to date)
- Weather /driving conditions, environmental conditions, Roadway Weather Information Systems
- Emergency Situations
- Referral to Highway Advisory Radio (if available)
- Messages as approved by the County Engineer's Office

#### CMS should not be used for:

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

#### **Messages**

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- No more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

#### **Placement**

Placement of the CMS is important to insure that the sign is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent theft (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use

# **Standard Abbreviations**

The following is a list of standard abbreviations to be used on CMS:

Word	Abbrev	Example
Access	ACCS	ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/ USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/ MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/ USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/ EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/ 2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/ DETOUR EXIT 20
Lane	LN	LN CLOSED MERGE LEFT
Left	LFT	LANE CLOSED MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
Major	MAJ	MAJ DELAYS 175/ USE ALT RTE
Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MI/ PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
Route	RTE	MAJ DELAYS I75/ USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/ DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD
_		

# Standard Abbreviations (cont) Word Abh

<u>Word</u>	<u>Abbrev</u>	<u>Example</u>
Street	ST	MAIN ST CLOSED/ USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/ DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/ DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/ POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS:

<b>Abbrev</b>	Intended Word	Word Erroneously Given
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (merge)
LOC	Local	Location
LT	Light (traffic)	Left
PARK	Parking	Park
POLL	Pollution (index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
TEMP	Temporary	Temperature
WRNG	Warning	Wrong

# **Typical Messages**

The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

Reason/Problem	<u>Action</u>
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT

# **Typical Messages** (cont)

Reason/Problem FREEWAY CLOSED

FRESH OIL HAZMAT SPILL

**ICE** 

INCIDENT AHEAD

LANES (NARROW, SHIFT, MERGE, ETC.)

LEFT LANE CLOSED LEFT LANE NARROWS LEFT 2 LANES CLOSED LEFT SHOULDER CLOSED

LOOSE GRAVEL

MEDIAN WORK XX MILES

MOVING WORK ZONE, WORKERS IN ROADWAY

NEXT EXIT CLOSED

NO OVERSIZED LOADS

NO PASSING NO SHOULDER ONE LANE BRIDGE PEOPLE CROSSING

RAMP CLOSED

RAMP (SLIPPERY, ICE, ETC.)

RIGHT LANE CLOSED RIGHT LANE NARROWS RIGHT SHOULDER CLOSED

ROAD CLOSED

ROAD CLOSED XX MILES ROAD (SLIPPERY, ICE, ETC.)

ROAD WORK

ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)

ROAD WORK XX MILES

SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP

TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

**UNEVEN LANES** 

WATER ON ROAD

WET PAINT

WORK ZONE XX MILES

WORKERS AHEAD

Action

PREPARE TO STOP REDUCE SPEED

**SLOW** 

SLOW DOWN STAY IN LANE STOP AHEAD STOP XX MILES TUNE RADIO 1610 AM **USE NN ROAD** 

**USE CENTER LANE** 

**USE DETOUR ROUTE** USE LEFT TURN LANE

**USE NEXT EXIT USE RIGHT LANE** 

WATCH FOR FLAGGER

Contract ID: 214002 Page 45 of 174



# 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**

	iginal		Re-C	ertification		RIGHT	OF WAY CERTIFICA	TION
	ITEM#				COUNTY	PROJ	ECT # (STATE)	PROJECT # (FEDERAL)
5-938.00				Jefferson		FD52 056 0	264 012-023	HSIP 2641(184)
PROJECT	DESCRI	PTIO	N					
Pavemen	t Marki	ng Up	ograde	Project alo	ng I-264 from KY 8	64 to I-71		
				Way Requi			A SAN WEST TO THE	
						. The right of way y	was acquired in acco.	rdance to FHWA regulations
under the	Unitorm	Reloc	cation .	Assistance an	id Real Property Acq	uisitions Policy Act	of 1970, as amended	d. No additional right of way or
relocation	assistan	ce we	re req	uired for this	project.			3.00
Con	dition #	1 (A	dditio	nal Right of	Way Required and	d Cleared)		
All necess	ary right	of wa	y, inclu	ding control	of access rights whe	n applicable, have l	been acquired includ	ling legal and physical
possession	n. Irial oi	r appe	al of c	ases may be p	pending in court but	legal possession ha	as been obtained. The	ere may be some improvements
remaining	on the r	ignt-o	r-way,	but all occup	ants have vacated th	ne lands and improv	vements, and KYTC h	as physical possession and the
court All r	elocatio	ne hav	e, ui ui	anoush an im	provements and ent	er on all land. Just	Compensation has be	een paid or deposited with the
adequate	replacen	nent h	ousing	in accordance	ce with the provision	s of the current EH	inat KYIC has made a WA directive	available to displaced persons
Con	dition #	2 (A	dditio	nal Right of	Way Required wit	h Exception)	WA directive.	
The right o	of way ha	s not	been f	ully acquired	, the right to occupy	and to use all right	s-of-way required fo	r the proper execution of the
project has	s been a	cquire	d. Som	e parcels ma	y be pending in cour	t and on other pare	cels full legal possess	ion has not been obtained, but
right of en	try has b	een o	btaine	d, the occupa	ants of all lands and i	mprovements have	vacated, and KYTC I	nas physical possession and right
to remove	, salvage	, or de	emolisi	n all improver	ments. Just Compens	sation has been pai	d or deposited with t	the court for most parcels. Just
Compensa	tion for	all per	nding p	arcels will be	paid or deposited w	ith the court prior	to AWARD of constru	uction contract
Con	dition #	3 (A	dditio	nal Right of	<b>Way Required wit</b>	th Exception)		
The acquis	ition or i	right o	f occu	pancy and use	e of a few remaining	parcels are not cor	mplete and/or some	parcels still have occupants. All
remaining	occupan	ts hav	e had	eplacement	housing made availa	ble to them in acco	ordance with 49 CFR	24.204. KYTC is hereby
he fully acr	authorn autred a	rd/or	to adv	ertise this pri	oject for bids and to	proceed with bid le	etting even though th	ne necessary right of way will not
court for se	ome nari	rels ur	atil afte	occupants wi	KVTC will fully most	and/or the just com	ipensation will not be	e paid or deposited with the 8 635.309(c)(3) and 49 CFR
24.102(j) a	nd will e	xpedit	te com	pletion of all	acquisitions, relocat	ions and full navm	ents after hid letting	and prior to
AWARD of	the cons	tructi	on con	tract or force	account construction	on.	end after bid letting	and prior to
Total Number					(CEPTION (S) Parcel #		PATED DATE OF POSSESS	ION WITH EXPLANATION
Number of Pa	rcels That	Have B	Been Acc	uired				
Signed Deed								
Condemnatio Signed ROE	n							
	ments (U	se Ado	litional	Sheet if neces	ssarv)			
•					, sai y ,			
	LI	PA RV	V Proi	ect Managei	r		Right of Way S	uponicor
Printed Na				Joe Manage.		Printed Name	Night of way 3	
Signatur	e					Signature	T D	Tom Boykin
Date		-					Tom Bo	ykin Digitally signed by Tom Boykin Date: 2020.08.06 11:37.57 -04'00'
		Diabt	of \A/a	Disasta s		Date	L	
Printed Na		rignt	01 00	y Director			FHWA No Sig	nature Required
		- 1				Printed Name	as pe	r FHWA-KYIC
Signatur	=	1	in At		20.08.06	Signature	Current Ste	wardship Agreement
Date		a year	19 M. C	12:2	28:24 -05'00'	Date		

## UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County - HSIP 2641(184)
FD52 056 0264 012-023
Upgrade Pavement Markings along I-264 from KY 864 to I-71
Item No. 5-938.00

Utility coordination efforts conducted by the project sponsor have determined that no significant utility relocation work is required to complete the project.

relocation work is required	d to complete the project.	
THE FOLLOWING RAIL	COMPANIES HAVE FACILITIES IN CONJUNCTION	N WITH THIS PROJECT AS NOTED
☑ No Rail Involved	☐ Minimal Rail Involved (See Below)	☐ Rail Involved (See Below)
UNDERGROU	IND FACILITY DAMAGE PROTECTION	N – BEFORE YOU DIG

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.

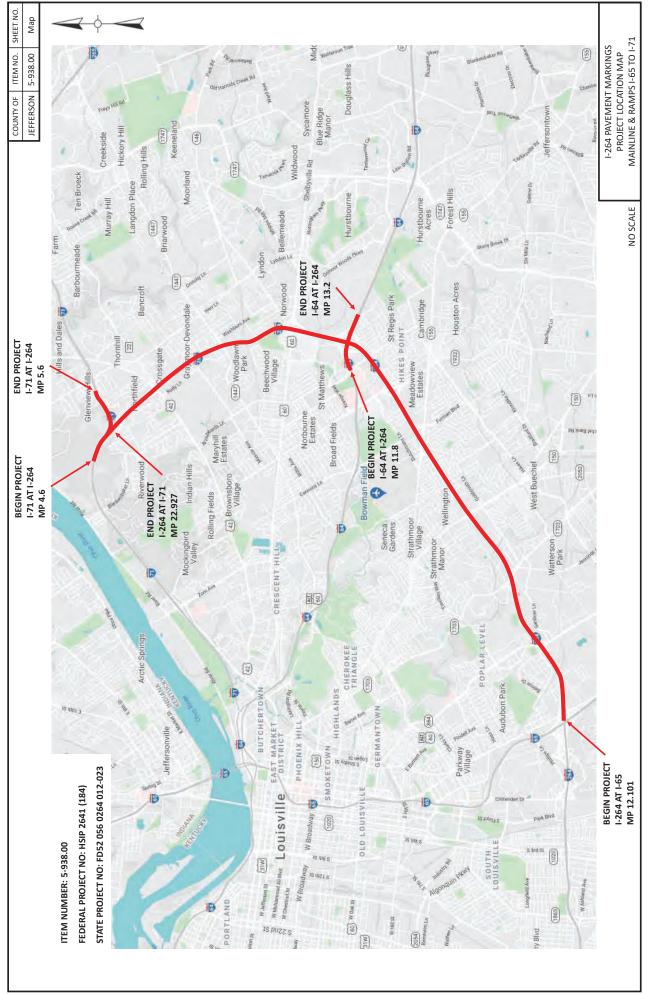
The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection 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.

#### <u>SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES</u>

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his 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 the 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.

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



		I-264 Upgraded Pavement Markings					
	Item No: 5-938.00	Federal No: HSIP 2641(184)		Stat	State No: FD52 056 0264 012-023	0264 012-02	33
ITEM	DESCRIPTION	SUPPLEMENTAL DESCRIPTION	LIND	I-264 EASTBOUND	I-264 WESTBOUND	I-64 & I-71	PROJECT TOTALS
2569	DEMOBILIZATION		r				1
2650	MAINTAIN & CONTROL TRAFFIC		LS				1
2671	PORTABLE CHANGEABLE MESSAGE SIGN		EACH				2
9229	PAVE STRIPING-DUR TY 1-6 IN W		LF	860	982	270	2112
8629	PAVEMENT MARKING REMOVAL		SQFT	1206	665		1805
0099	REMOVE PAVEMENT MARKER TYPE V	LENS ONLY	EACH	296	295	48	639
20411ED	LAW ENFORCEMENT OFFICER		HOUR				250
22664EN	WATER BLASTING EXISTING STRIPE		LF	6615	4685	2000	13300
22692NS71 <sup>2</sup>	22692NS714 PAVEMENT MARKING-THERMO LETTERS	ASPHALT PAVEMENT	EACH	29			29
22692NS71 <sup>2</sup>	22692NS714 PAVEMENT MARKING-THERMO LETTERS	CONCRETE PAVEMENT	ЕАСН	18	24		42
22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE		-LF	8470	4950	1650	15070
22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW		LF.	1050			1050
22856EN	PAVE STRIPE PERM-12 IN HD21-WHITE		'n	13100	12250	360	25710
23886EC	LINEAR DELINEATION PANELS-6 IN W		LF.	0	0	110	110
23890EC	LINEAR DELINEATION PANELS-1.5 IN W		'n	0	0	1100	1100
24489EC	INLAID PAVEMENT MARKER	WHITE/RED	EACH	770	662	56	1458
24489EC	INLAID PAVEMENT MARKER	YELLOW/RED	EACH	14	0	0	14
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	ASPHALT PAVEMENT	EACH	6	10	0	19
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	CONCRETE PAVEMENT	EACH	6	12	0	21
25067EC	PAVE STRIPING-THERMO POLYMER MOD-6 IN W	АЅРНАLТ	LF	44	109	250	403
6572	PAVE MARKING-DOTTED LANE EXTEN	THERMO POLYMER MOD-12 IN W ASPHALT	LF	225	0	320	575
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (ASPHALT)	SQFT	125	155	0	280
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (CONCRETE)	SQFT	285	450	0	1035
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (ASPHALT)	SQFT	120	120	0	240
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (CONCRETE)	SQFT	440	860	0	1300
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (ASPHALT)	SQFT	112	120	0	232
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (CONCRETE)	SQFT	314	161	0	475
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (ASPHALT)	SQFT	192	352	0	544
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (CONCRETE)	SQFT	1056	448	0	1504
26125EC	PAVE MARKING-THERMO POLYMER MOD W	COMBO ARROW (ASPHALT)	SQFT	108	0	0	108
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (ASPHALT)	SQFT	42	40	0	82
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (CONCRETE)	SQFT	33	72	0	105
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (ASPHALT)	SQFT	1400	1325	006	3625
26125EC		CHEVRONS & CROSS HATCH - WET REFLECTIVE (CONCRETE)	SQFT	17745	15950	5630	39325
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (ASPHALT)	SQFT	84	210	0	294
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (CONCRETE)	SQFT	798	924	168	1890
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LETTERS - WET REFLECTIVE (CONCRETE)	SQFT	0	38	0	38
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE USE COMBO ARROW - WET REFLECTIVE (CONCRETE)	SQFT	120	0	0	120
		*Accuracy of information is not guaranteed					

								1-264	Upgra	ded Pa	vemen	I-264 Upgraded Pavement Markings	kings																		
7	WO THING SEA	INCITATION OF TAXABLE PARTY OF TAXABLE P	Li vi												1-2	-264 Eastbound Plan Sheets	ld puno	an Sheet	ļ												EASTBOUND
EM	DESCRIPTION	SOFFIEMENIAL DESCRIPTION	1	2	3	4 5	9	7	8	10	11 12	.2 13	14	15 1	16 17	18	19	20 21	1 22	23	24 25	5 26	27	28 2	29 30	31	32 3	33 34	35	36 37	TOTALS
9259	PAVE STRIPING-DUR TY 1-6 IN W		-TE			120		80			12	125 75	75	125				75	2	125				9							860
8659	PAVEMENT MARKING REMOVAL		SQFT		a)	510		319																		177	200				1206
0099	REMOVE PAVEMENT MARKER TYPE V	IENS ONLY	EACH 10	32	15	18	9	-1	12 30	25	30	80	15	. 4	25 6	2	9	9	16		7 5	3	2		5 16	20					296
22664EN	WATER BLASTING EXISTING STRIPE		LF 850	725	725	20	825	2	225 450	300	30 11	110	300	15 4	450		20				150 800	0		,	32	525					6615
22692NS714	22692NS714 PAVEMENT MARKING-THERMO LETTERS	ASPHALT PAVEMENT	EACH																						7			7		15	29
22692NS714	22692NS714 PAVEMENT MARKING-THERMO LETTERS	CONCRETE PAVEMENT	EACH												10	L	00														18
22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE		LF 1200	0 120	į.	1100	1600	550 2	25	800					20						1400	00 200				1200	2.	225			8470
22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW		FI.												_	Ĺ										1050					1050
22856EN	PAVE STRIPE PERM-12 IN HD21-WHITE		FI.	650	1100 13	1150		E)	350 1500	0 1200	35	350	009	6	900 700	0 250		250	1000				300	-	50 1800	0		650			13100
23886EC	LINEAR DELINEATION PANELS-6 IN W		FI.												_	Ĺ															0
23890EC	LINEAR DELINEATION PANELS-1.5 IN W		I.F																												0
24489EC	INLAID PAVEMENT MARKER	WHITE/RED	EACH	25	09	52	18	15 2	26 100	08			45		52 20	35	80	12	24			9	00	22	46	14					770
24489EC	INLAID PAVEMENT MARKER	YELLOW/RED	EACH																							14					14
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	ASPHALT PAVEMENT	EACH		H										_										8			3		3	6
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	CONCRETE PAVEMENT	EACH	1	H								1		2 3		2														6
25067EC	PAVE STRIPING-THERMO POLYMER MOD-6 IN W	ASPHALT	5																								24		70		44
6572	PAVE MARKING-DOTTED LANE EXTEN	THERMO POLYMER MOD-12 IN W ASPHALT	H.																									225			225
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (ASPHALT)	SQFT																							9	09				125
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (CONCRETE)	SQFT		H	160 150		75		120	20 60	09			H																585
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (ASPHALT)	SQFT		H	H									H												120				120
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (CONCRETE)	SQFT			240					200																				440
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (ASPHALT)	SQFT		H	$\vdash$																				112					112
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (CONCRETE)	SQFT		_	110		100		104					_	Ĺ															314
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (ASPHALT)	SQFT												_	Ĺ										192					192
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (CONCRETE)	SQFT		4	448		192		320												96									1056
26125EC	PAVE MARKING-THERMO POLYMER MOD W	COMBO ARROW (ASPHALT)	SQFT																							108					108
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (ASPHALT)	SQFT																								24		18		42
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (CONCRETE)	SQFT								15			18																	33
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (ASPHALT)	SQFT												_	Ĺ									525			375		200	1400
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (CONCRETE)	SQFT 500	059 (	ri Ti	1125		950		1150		1050	820		2000	9		1100 1300	00	3400	150 220	0 400	200	300 24	2400						17745
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (ASPHALT)	SQFT		H	H									H												84				84
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (CONCRETE)	SQFT 168	3		126		1	168		16	168								-	126 42										798
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LETTERS - WET REFLECTIVE (CONCRETE)	SQFT		H	H									H																0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	IANE USE COMBO ARROW - WET REFLECTIVE (CONCRETE)	SQFT														120														120
								*Ac	curacy of	informati	on is not	*Accuracy of information is not guaranteed	pa																		

	ļ	-	ı				1-264	Upgı	aded	Paven	I-264 Upgraded Pavement Markings	Marki	ngs				-																
¥	DESCRIPTION	SLIPPLEMENTAL DESCRIPTION	L													I-264 Westbound Plan Sheets	estpor	nd Pla	n Sheet	s												WEST	WESTBOUND
				38 39	40	41 42	2 43	44	45 4	46 47	48	49 5	50 51	1 52	53	54	55 5	56 57	28	29	09	61 62	2 63	64	92	99	2 68	69	70 71	1 72	73 7	74 TO	TOTALS
9229	PAVE STRIPING-DUR TY 1-6 IN W		-T			H	H		_	09		9	09		75	100	8	80 110	0			12 160	90		140		75		110			6	982
6598	PAVEMENT MARKING REMOVAL		SQFT			21	210 75					H	H			30					7	204						30			.,	20 2	599
0099	REMOVE PAVEMENT MARKER TYPE V	LENS ONLY	EACH	H		2 10	0 12	8	12	10 10	2	14	3	3 14		2		28	16	12	22	30		3		10	0		2	22 26	24	2	295
22664EN	WATER BLASTING EXISTING STRIPE		-F			20	250	009 0	2	200	100		40	0 300	L	20		220	320	250	325 2	250 60	0	75		200	0	9	60 450	0 250	150	60 4	4685
22692NS71.	22692NS714 PAVEMENT MARKING-THERMO LETTERS	ASPHALT PAVEMENT	EACH			_	L																										0
22692NS71-	22692NS714 PAVEMENT MARKING-THERMO LETTERS	CONCRETE PAVEMENT	EACH			_	L					00															2		2 12	2			24
22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE		5	300	150	150 800	0	1200						400	Ĺ						₩	1700				250	0					4	4950
22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW		5			_	L																										0
22856EN	PAVE STRIPE PERM-12 IN HD21-WHITE		5	425 525		17	175 500		600 4	400 425	450	650		800	L			200	009 0	800	1550	100							9	650 1800	1600	12	12250
23886EC	LINEAR DELINEATION PANELS-6 IN W		'n										$\vdash$																				0
23890EC	LINEAR DELINEATION PANELS-1.5 IN W		5			_	L																										0
24489EC	INLAID PAVEMENT MARKER	WHITE/RED	EACH			2:	25 40		14	32 12	18	16		30				16	48	52	70	40				18			54	4 92	82	9	662
24489EC	INLAID PAVEMENT MARKER	YELLOW/RED	EACH										$\vdash$																				0
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	ASPHALT PAVEMENT	EACH	2		4	4 3	1					$\vdash$																				10
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	CONCRETE PAVEMENT	EACH							e		4	$\vdash$														1		1	3			12
25067EC	PAVE STRIPING-THERMO POLYMER MOD-6 IN W	ASPHALT	'n			75	5 34						$\vdash$																			1	109
6572	PAVE MARKING-DOTTED LANE EXTEN	THERMO POLYMER MOD-12 IN W ASPHALT	-F																														0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (ASPHALT)	SQFT			ď	90 62						$\vdash$																			1	155
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (CONCRETE)	SQFT			H	H					H	H			30						100 60	0					100	110			50 4	450
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (ASPHALT)	SQFT				120																									1	120
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (CONCRETE)	SQFT																			160	90					200	300		2	200	860
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (ASPHALT)	SQFT			120	0;																									1	120
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (CONCRETE)	SQFT																		-	104						25			,	32 1	161
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (ASPHALT)	SQFT	64		288	88																									3	352
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (CONCRETE)	SQFT																		7	448										4	448
26125EC	PAVE MARKING-THERMO POLYMER MOD W	COMBO ARROW (ASPHALT)	SQFT																														0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (ASPHALT)	SQFT				40																									,	40
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (CONCRETE)	SQFT																			15	2			18		24				15	72
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (ASPHALT)	SQFT	325		10	1000																									13	1325
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (CONCRETE)	SQFT						1300 4	475 350	-	17	1700 3000	300	1300		2 008	725			1000				1150		775			1075	2000	15	15950
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (ASPHALT)	SQFT		126		84																									2	210
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (CONCRETE)	SQFT									4	42 126	9.				168	m			126	26 84	126		84			42 126	9		6	924
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LETTERS - WET REFLECTIVE (CONCRETE)	SQFT	$\dashv$		H	Н			38			H	Ц				Н					$\dashv$										38
26125EC	26125EC PAVE MARKING-THERMO POLYMER MOD W	LANE USE COMBO ARROW - WET REFLECTIVE (CONCRETE)	SQFT																		_												0
						l	*	ccuracy	of infor	nation is	*Accuracy of information is not guaranteed	ranteed						l			1		l										

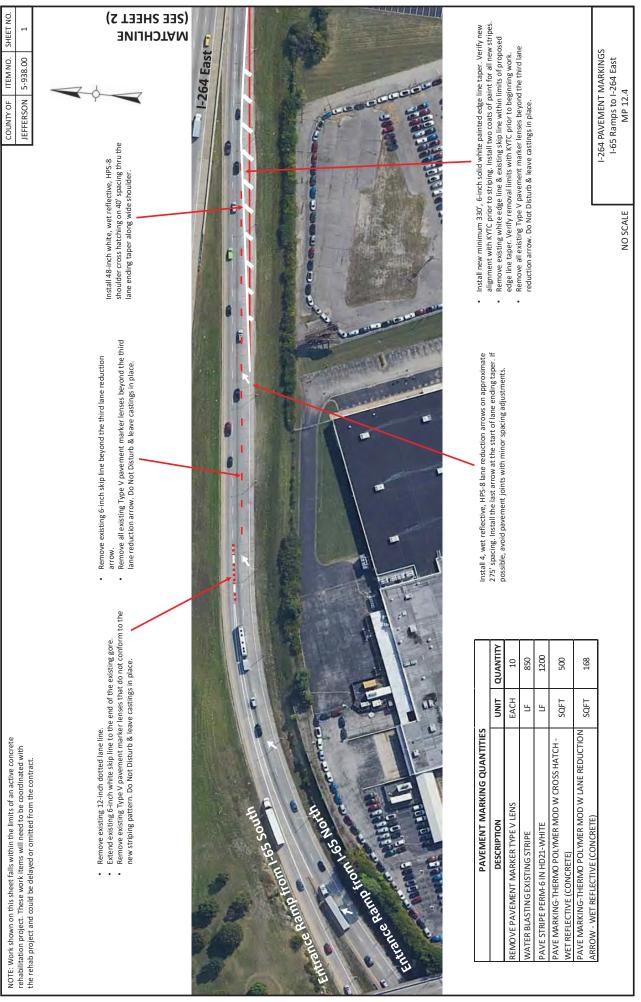
		I-264 Upgraded Pavement Markings	ngs									
Mari	NOITHIGUSE		H			I-64 ar	I-64 and I-71 Plan Sheets	an Sheet	ts		9-1	1-64/1-71
IIEIN	DESCRIPTION	SOFFIEMEN I AL DESCRIPTION		75 7	77 97	78	79 8	80 81	82	83	84 TC	TOTALS
9229	PAVE STRIPING-DUR TY 1-6 IN W		F	20				220				270
8659	PAVEMENT MARKING REMOVAL		SQFT									0
0099	REMOVE PAVEMENT MARKER TYPE V	LENS ONLY	EACH		9	25		5 12				48
22664EN	WATER BLASTING EXISTING STRIPE		LF			700	7(	200 1000	0	1	100	2000
22692NS714	22692NS714 PAVEMENT MARKING-THERMO LETTERS	ASPHALT PAVEMENT	EACH									0
22692NS714	22692NS714 PAVEMENT MARKING-THERMO LETTERS	CONCRETE PAVEMENT	EACH									0
22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE		-I-F				2:	250 1400	0		1	1650
22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW		느									0
22856EN	PAVE STRIPE PERM-12 IN HD21-WHITE		H.		300		9	09				360
23886EC	LINEAR DELINEATION PANELS-6 IN W		LF							110		110
23890EC	LINEAR DELINEATION PANELS-1.5 IN W		님		_			_		1100	-	1100
24489EC	INLAID PAVEMENT MARKER	WHITE/RED	EACH		22	4						26
24489EC	INLAID PAVEMENT MARKER	YELLOW/RED	EACH									0
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	ASPHALT PAVEMENT	EACH									0
24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD	CONCRETE PAVEMENT	EACH									0
25067EC	PAVE STRIPING-THERMO POLYMER MOD-6 IN W	ASPHALT	5							2	250	250
6572	PAVE MARKING-DOTTED LANE EXTEN	THERMO POLYMER MOD-12 IN W ASPHALT	5						350			350
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (ASPHALT)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	6-INCH CROSSWALK (CONCRETE)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (ASPHALT)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH CROSSWALK (CONCRETE)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (ASPHALT)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	24-INCH STOP BAR (CONCRETE)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (ASPHALT)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CURVE ARROW (CONCRETE)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	COMBO ARROW (ASPHALT)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (ASPHALT)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	36-INCH YIELD BAR (CONCRETE)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (ASPHALT)	SQFT						450	4	450	900
26125EC	PAVE MARKING-THERMO POLYMER MOD W	CHEVRONS & CROSS HATCH - WET REFLECTIVE (CONCRETE)	SQFT	980 8	850 100	2300	1400					5630
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (ASPHALT)	SQFT		H						Н	0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE REDUCTION ARROW - WET REFLECTIVE (CONCRETE)	SQFT		$\vdash$	168					H	168
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LETTERS - WET REFLECTIVE (CONCRETE)	SQFT									0
26125EC	PAVE MARKING-THERMO POLYMER MOD W	LANE USE COMBO ARROW - WET REFLECTIVE (CONCRETE)	SQFT									0
		*Accuracy of information is not guaranteed										

\*Accuracy of information is not guaranteed

JEFFERSON COUNTY

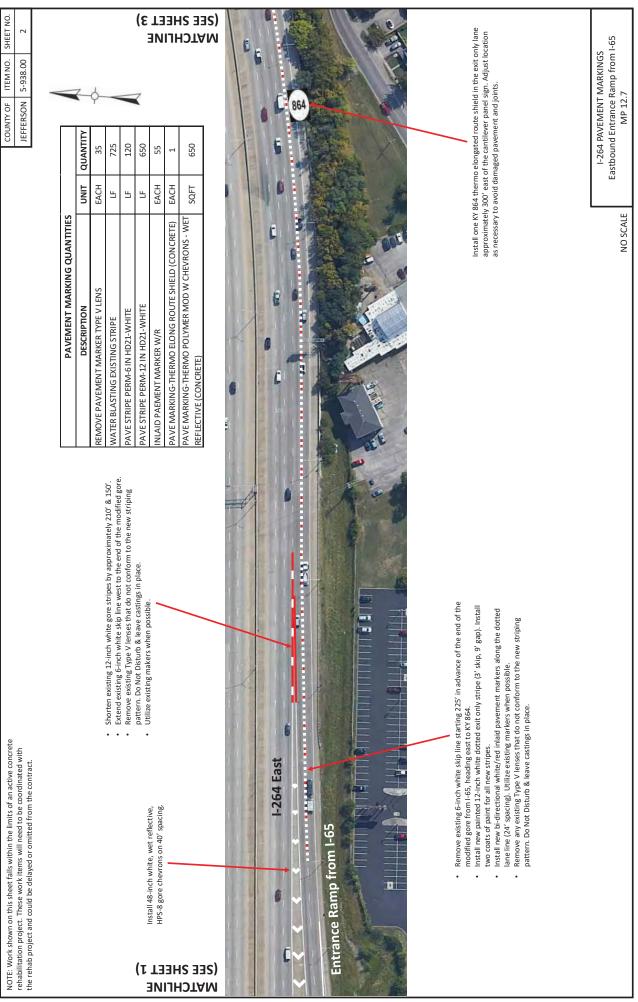
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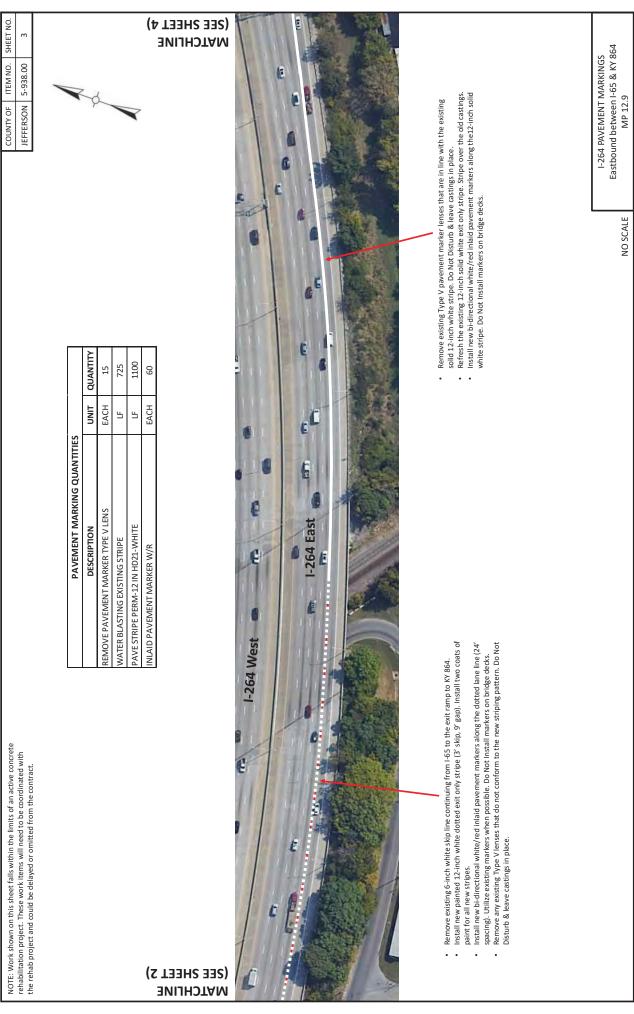
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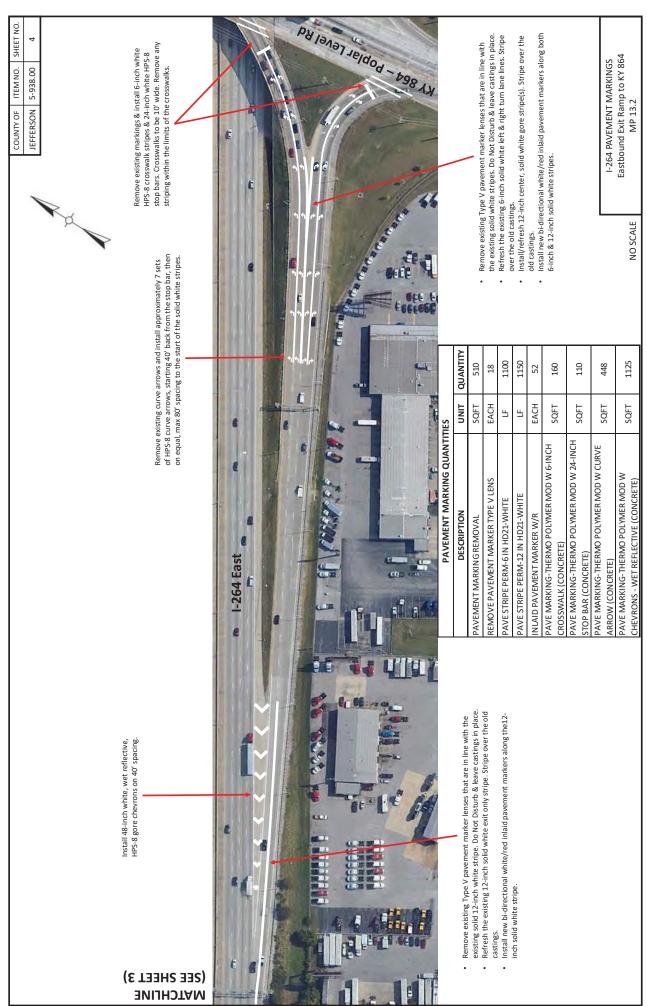
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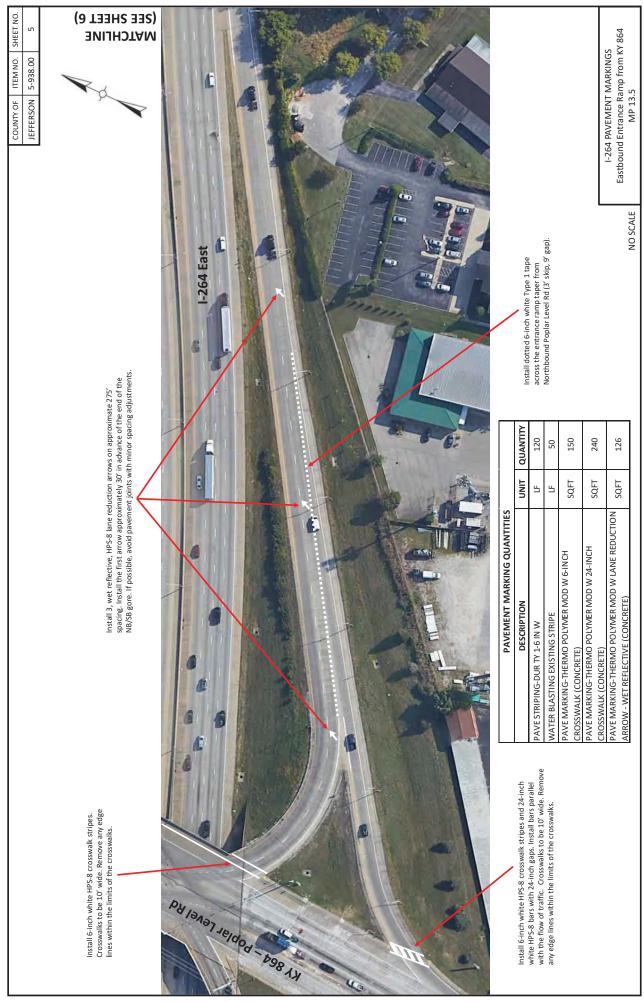
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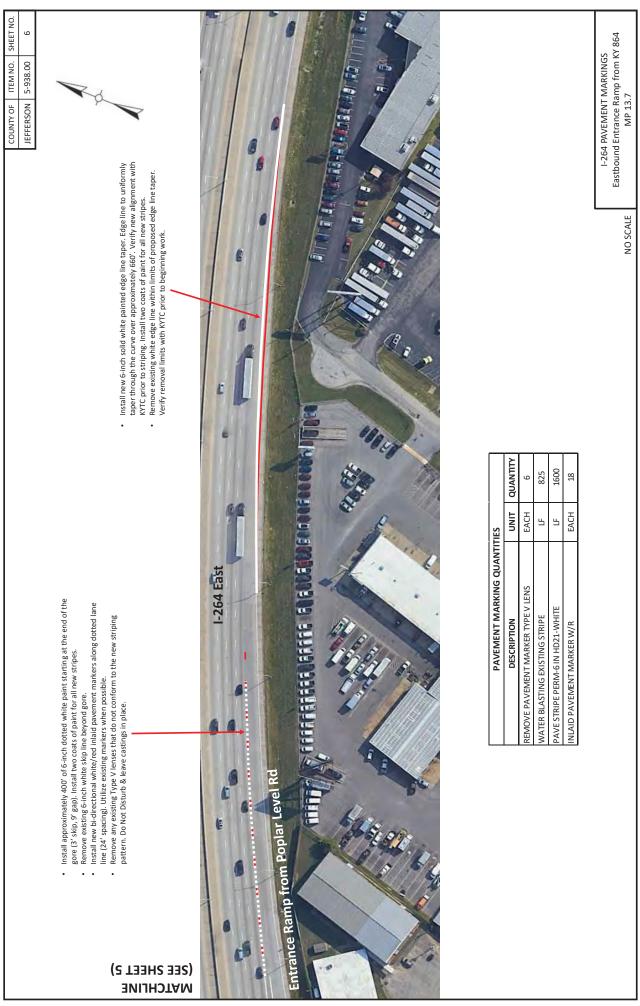
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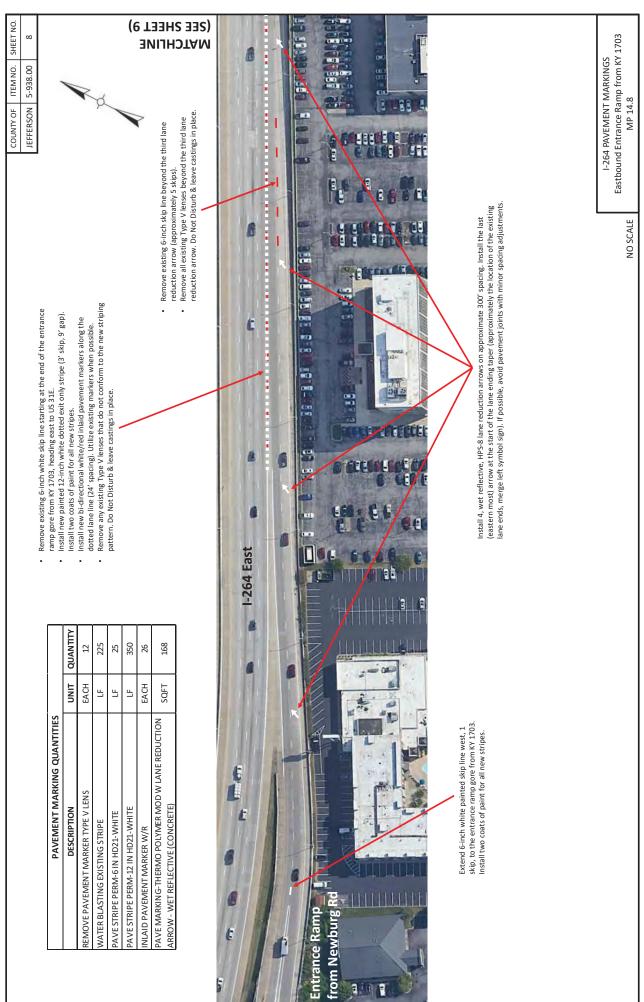
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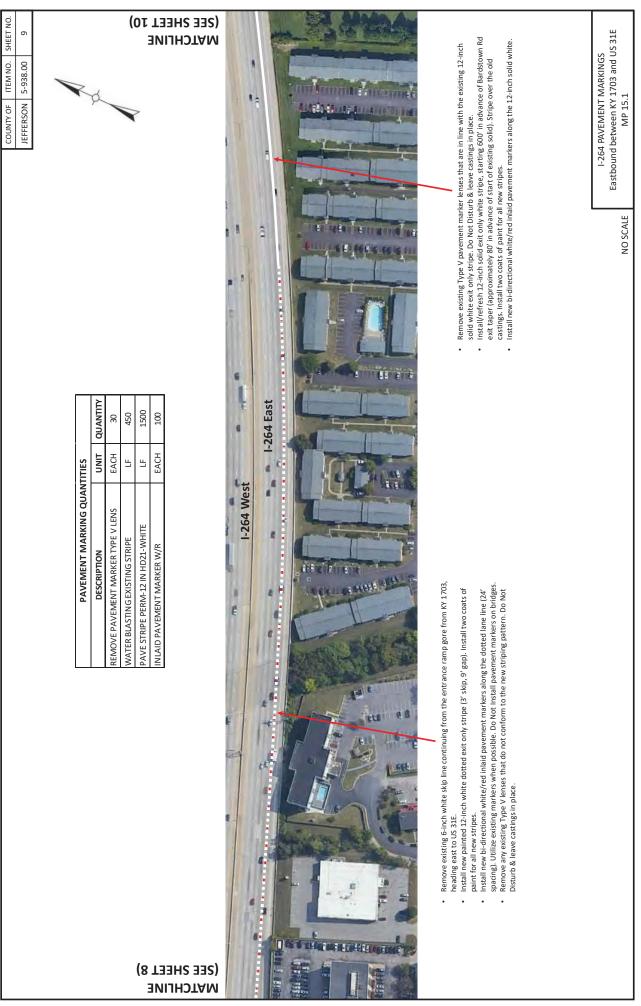
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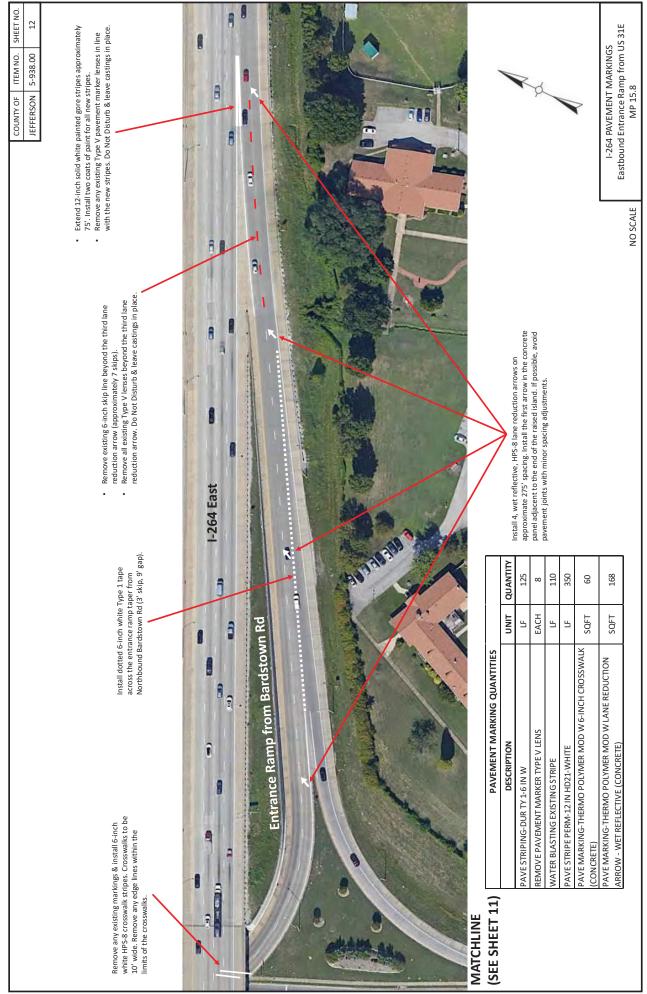
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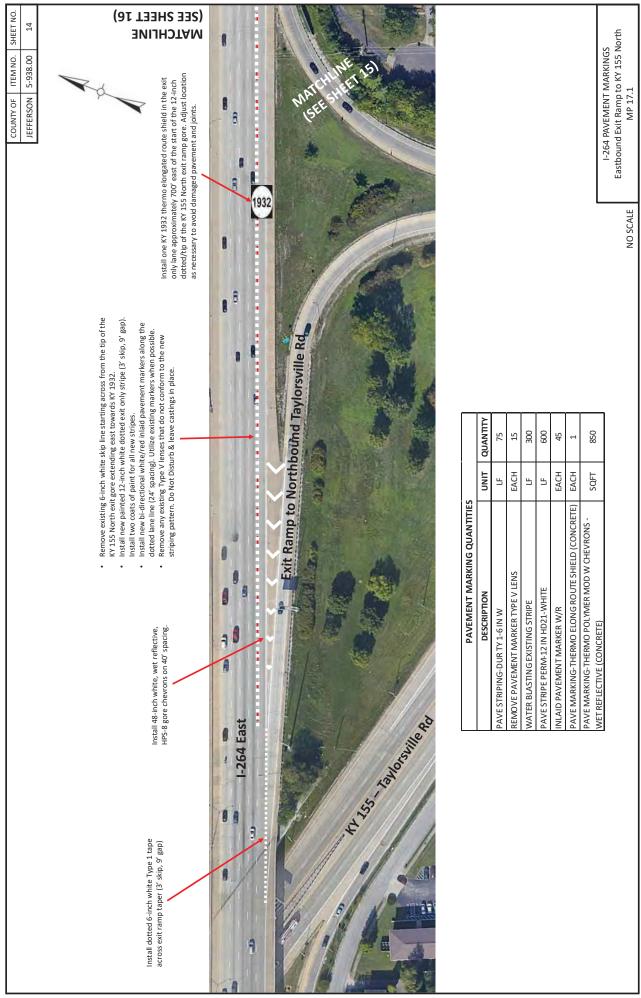
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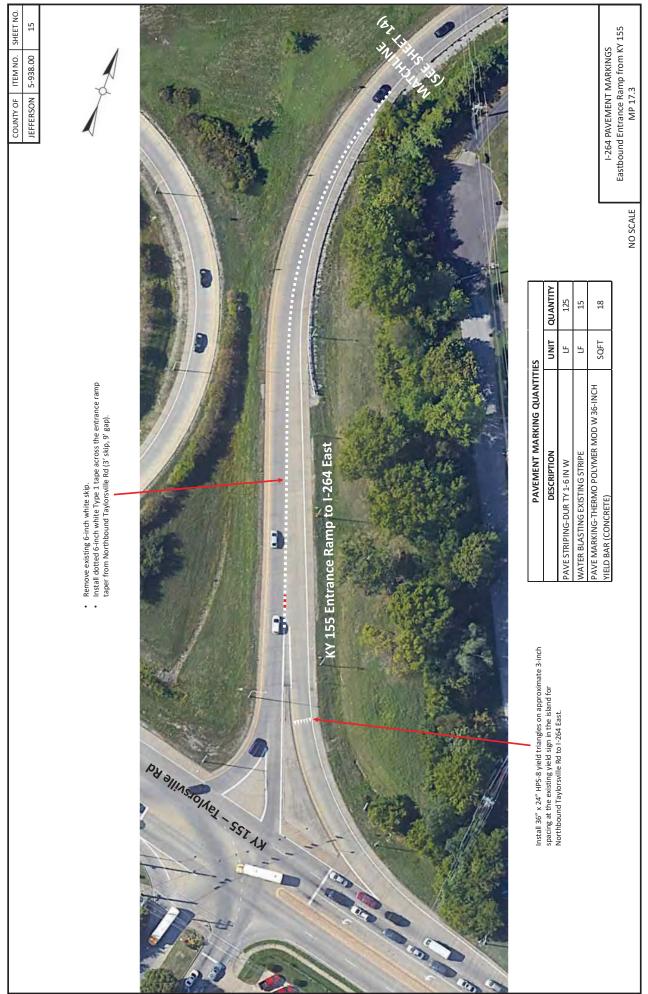
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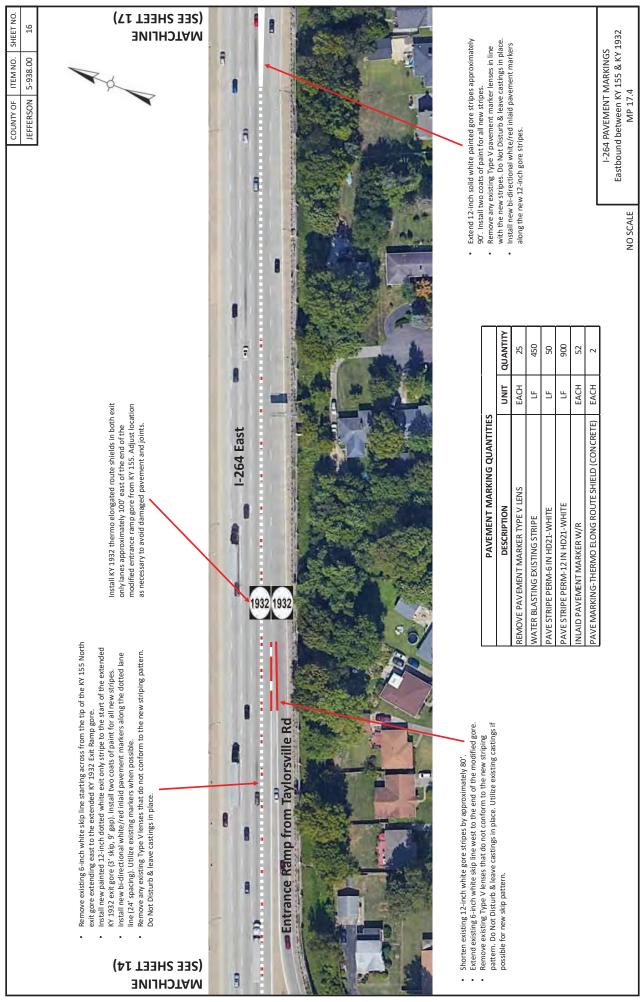
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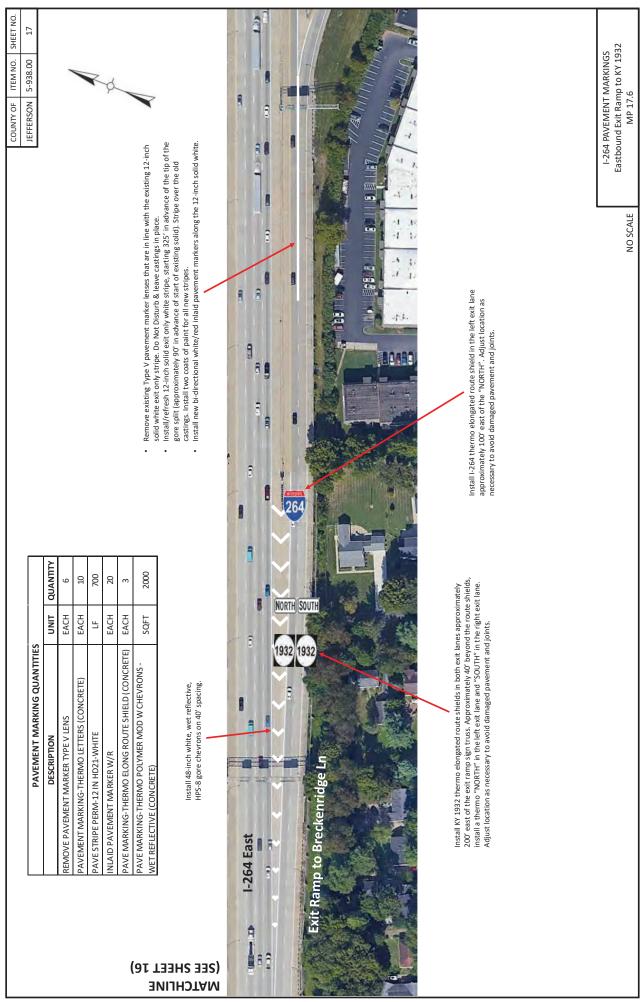
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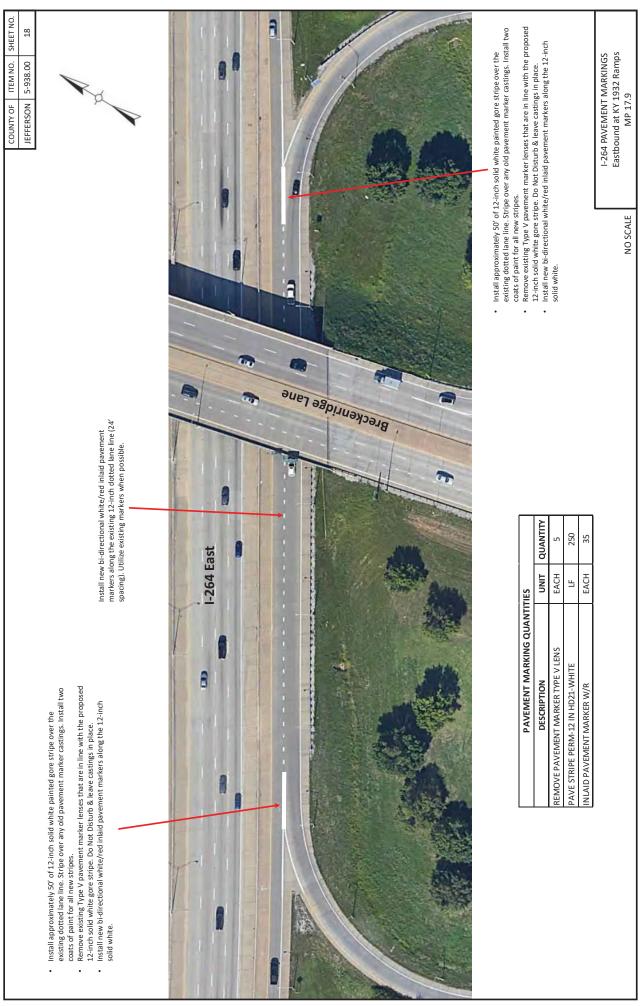
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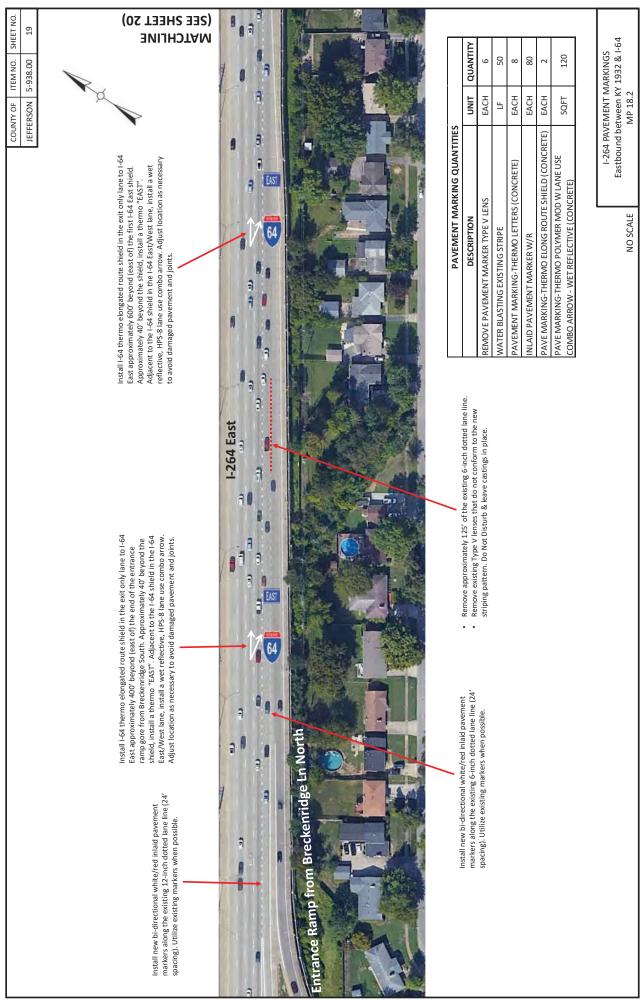
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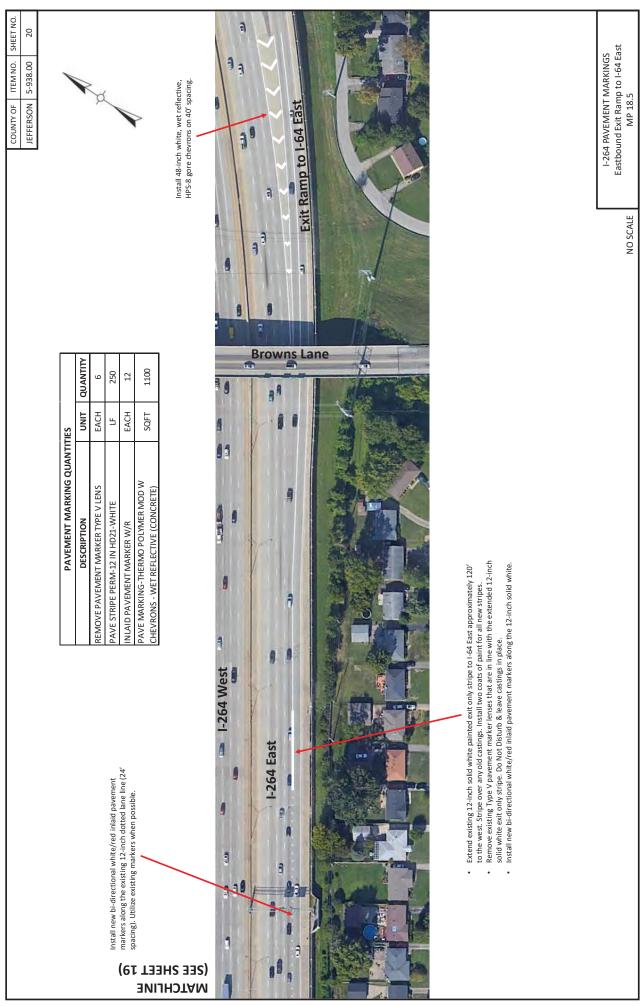
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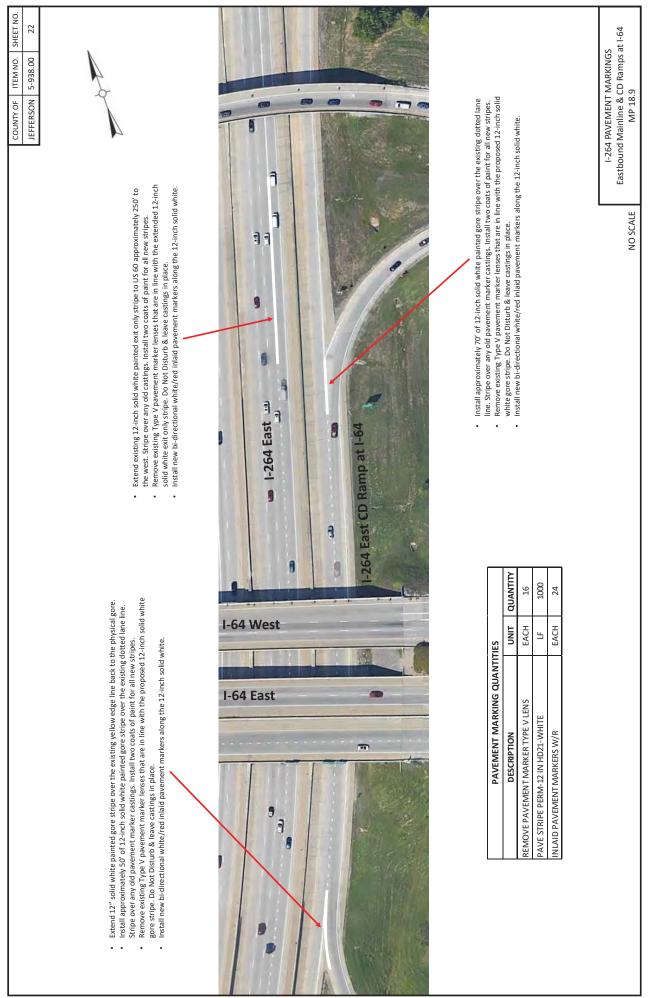
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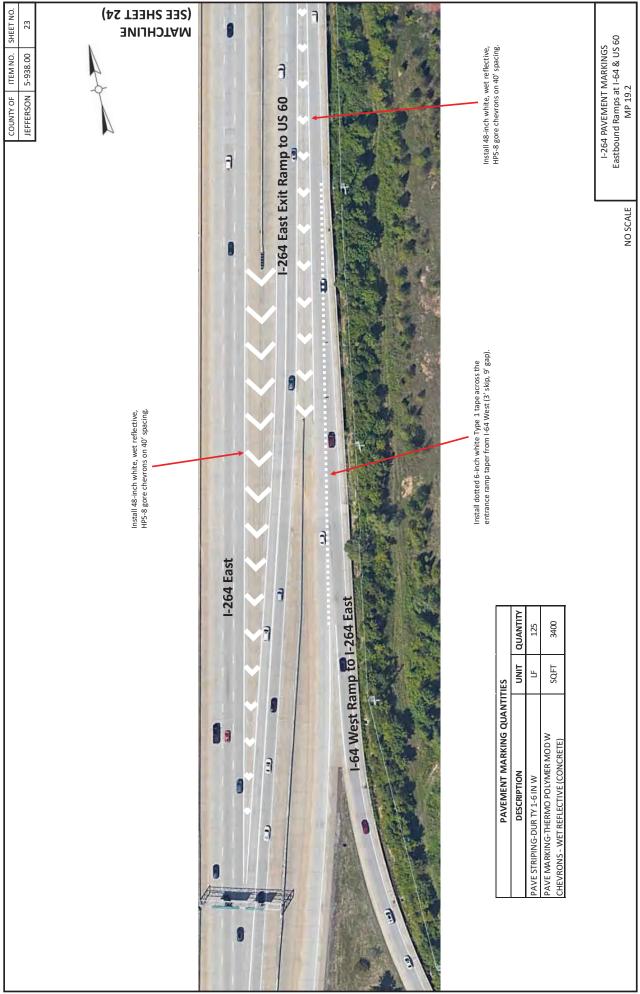
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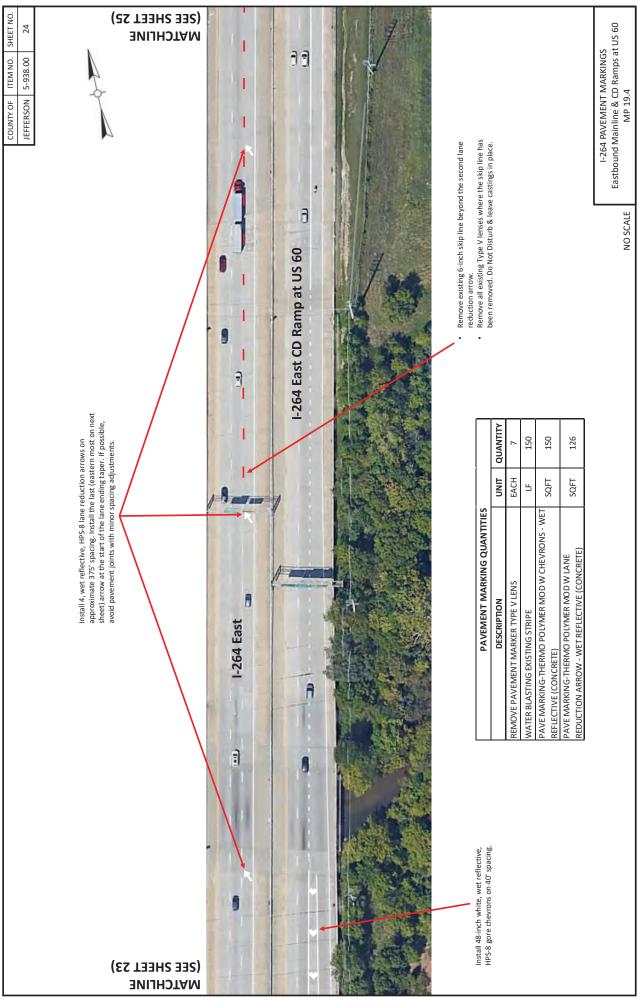
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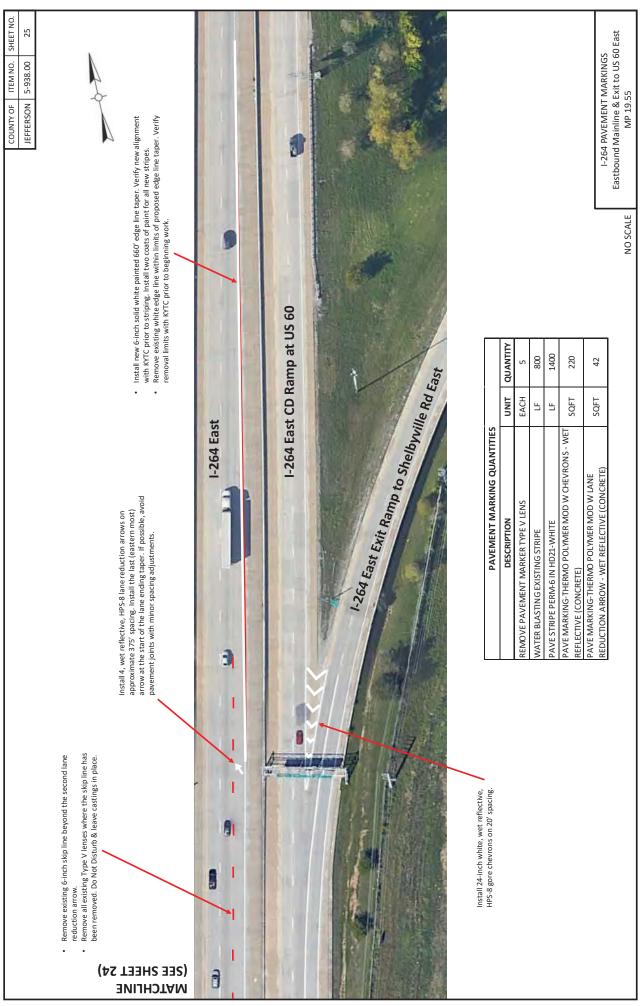
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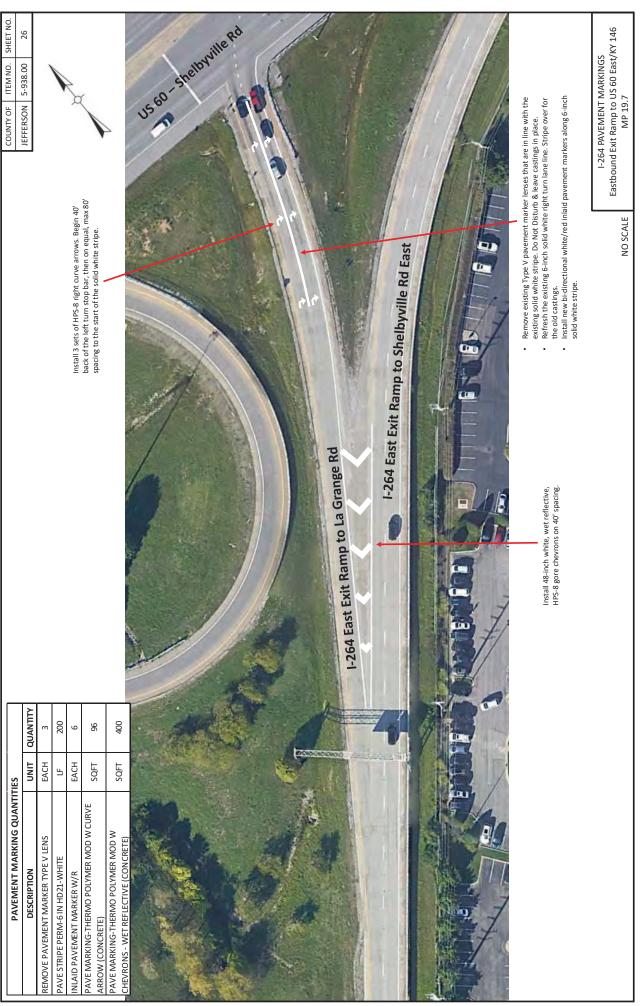
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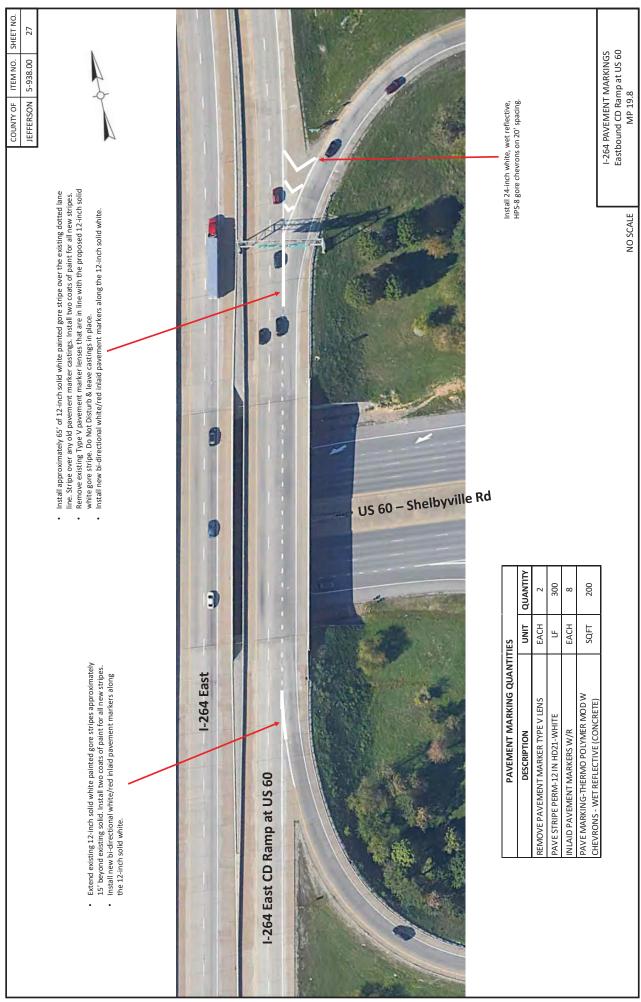
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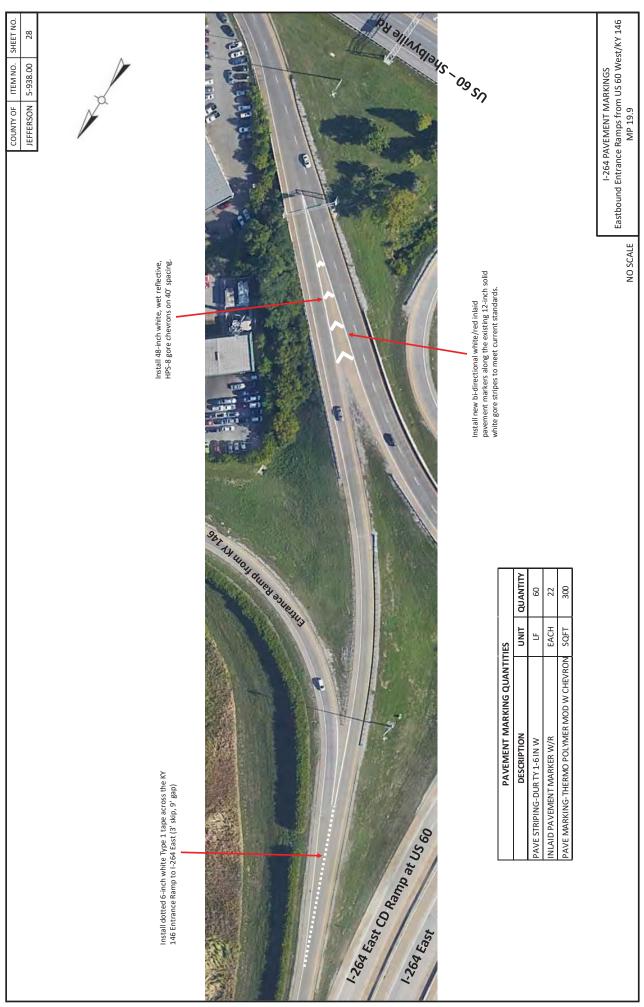


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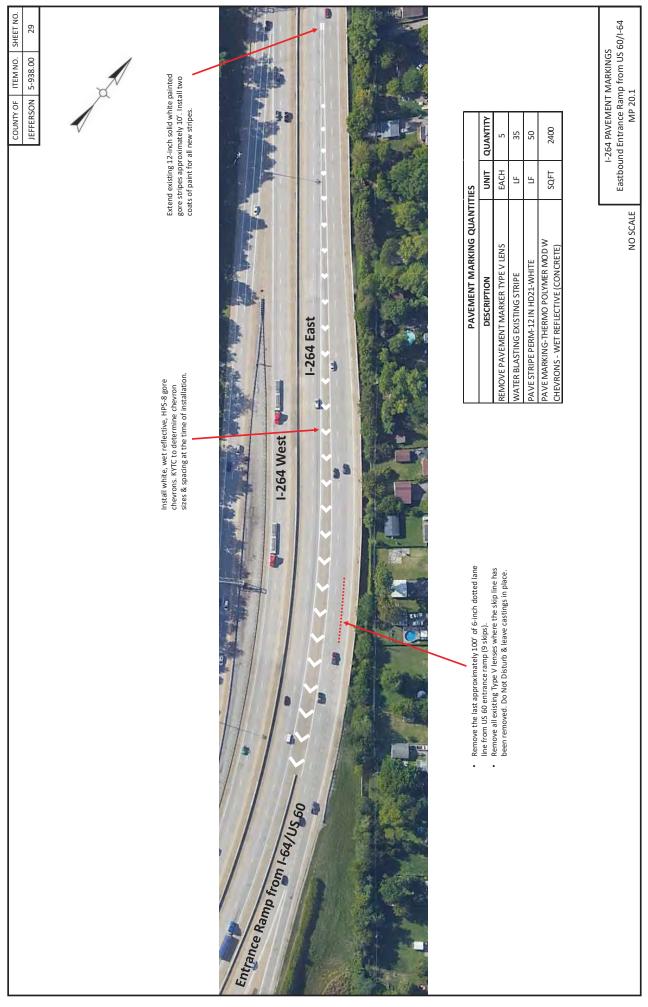






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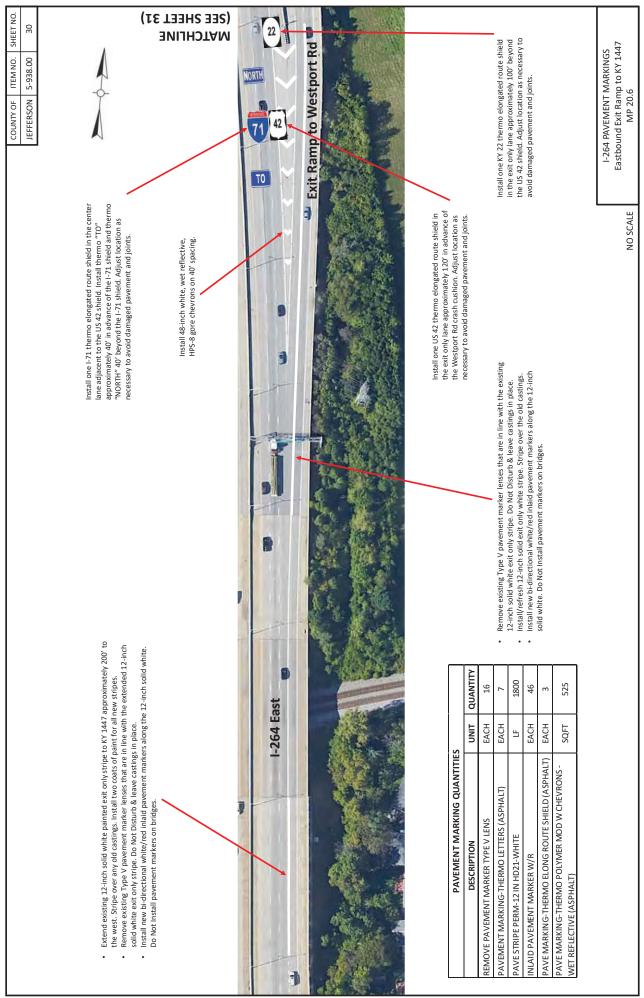
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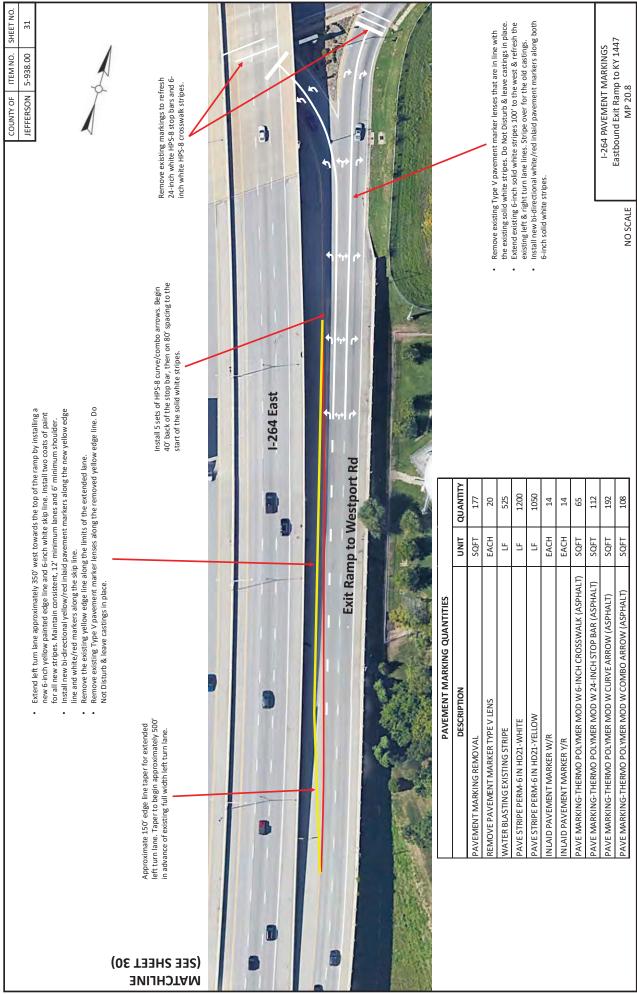


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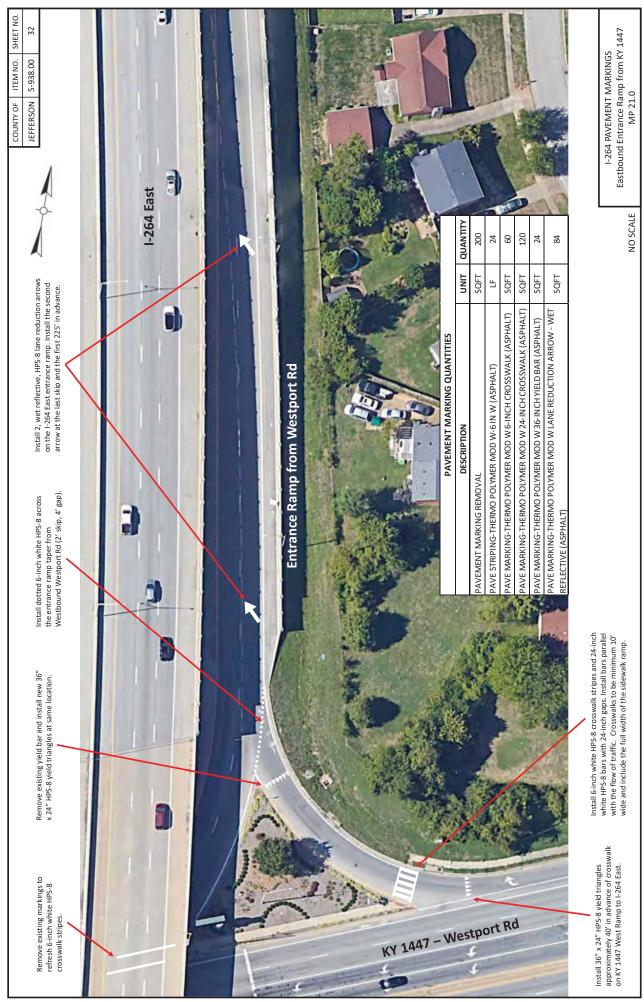
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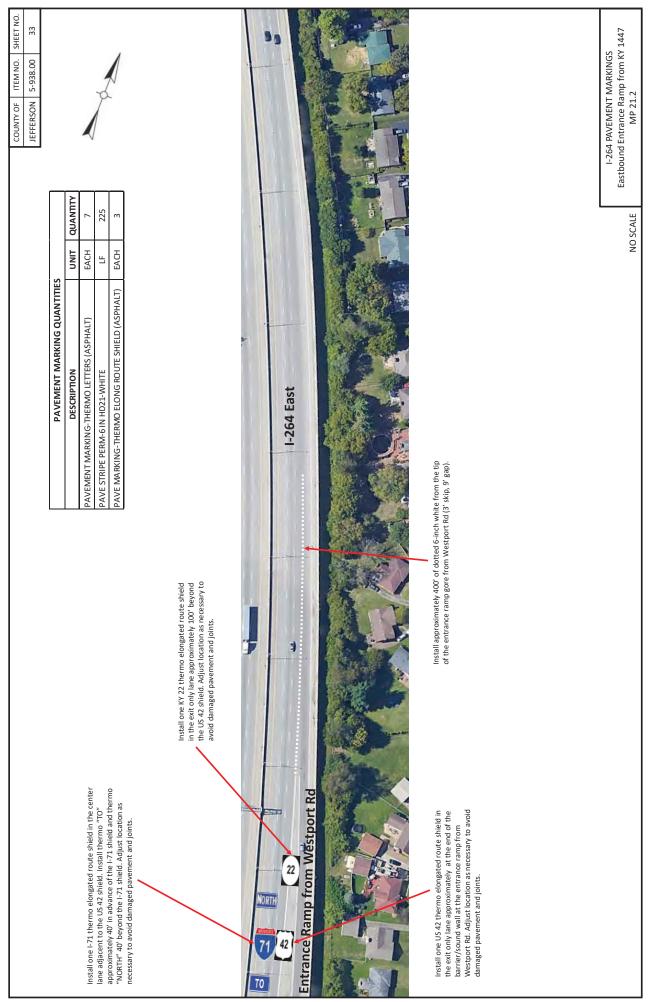
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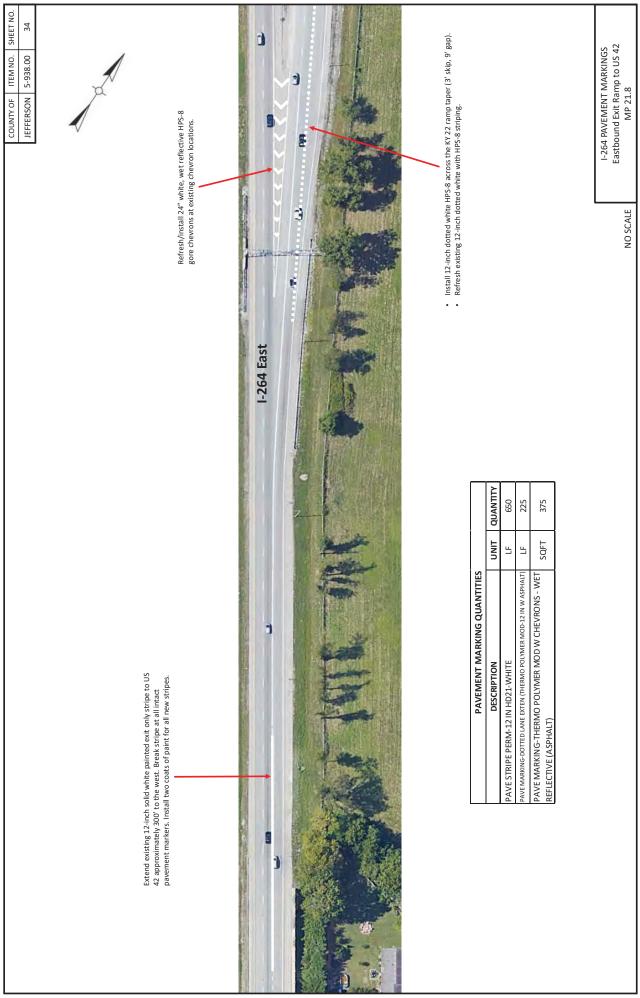
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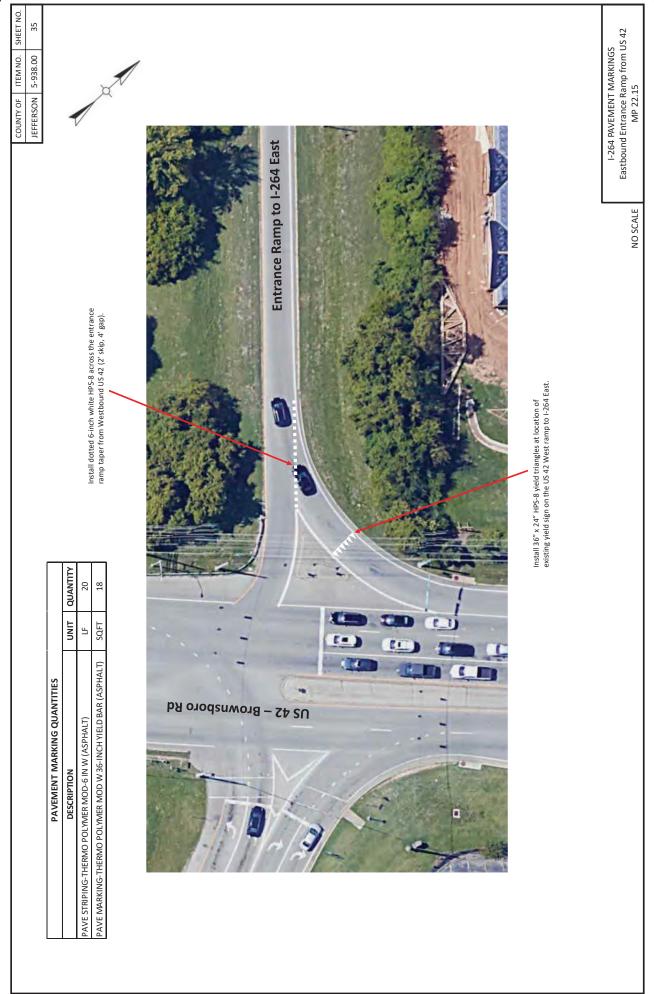
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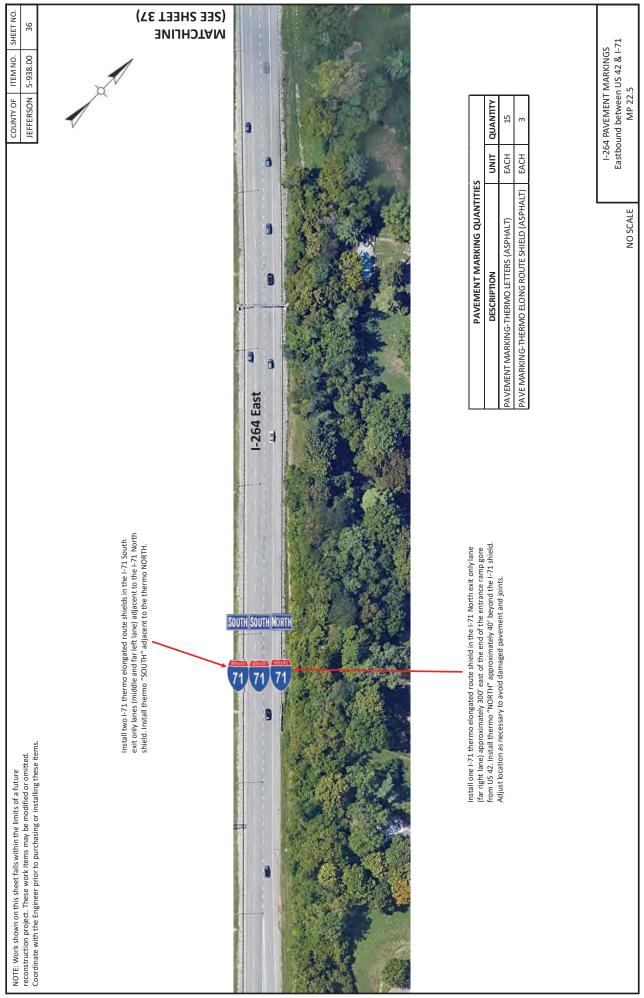




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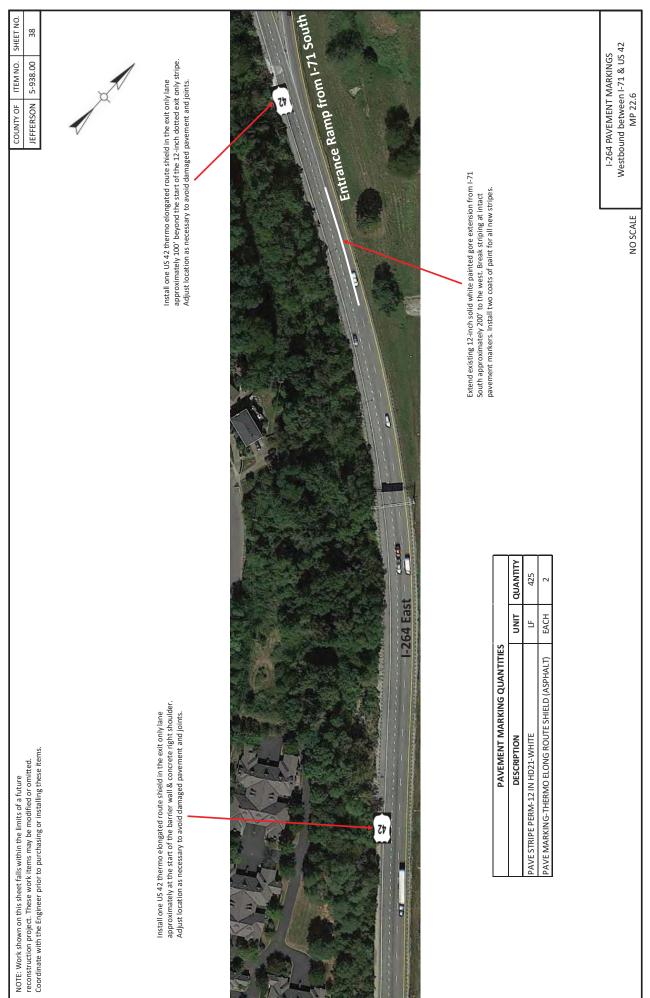




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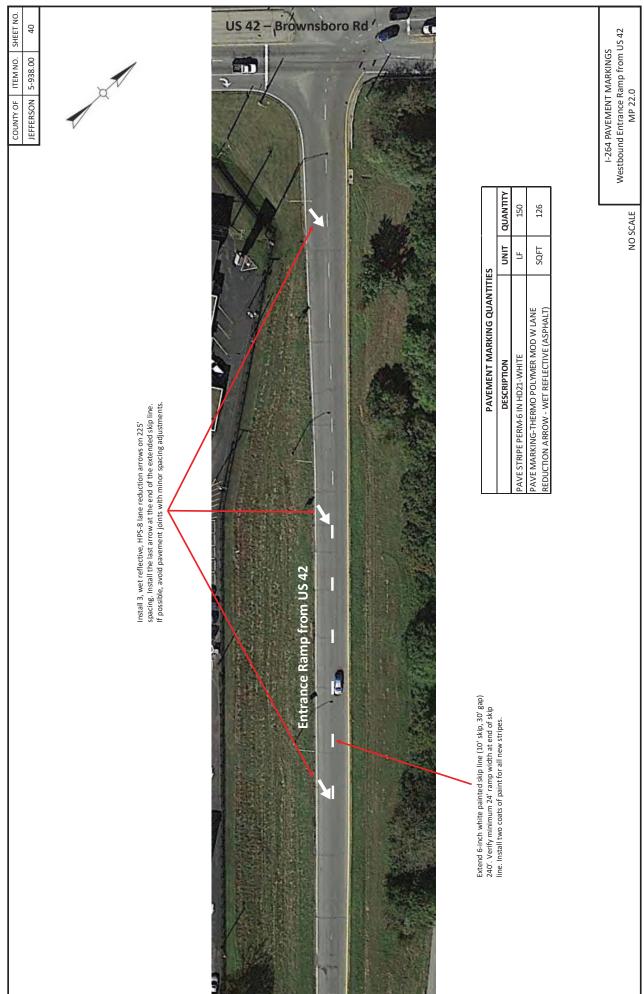




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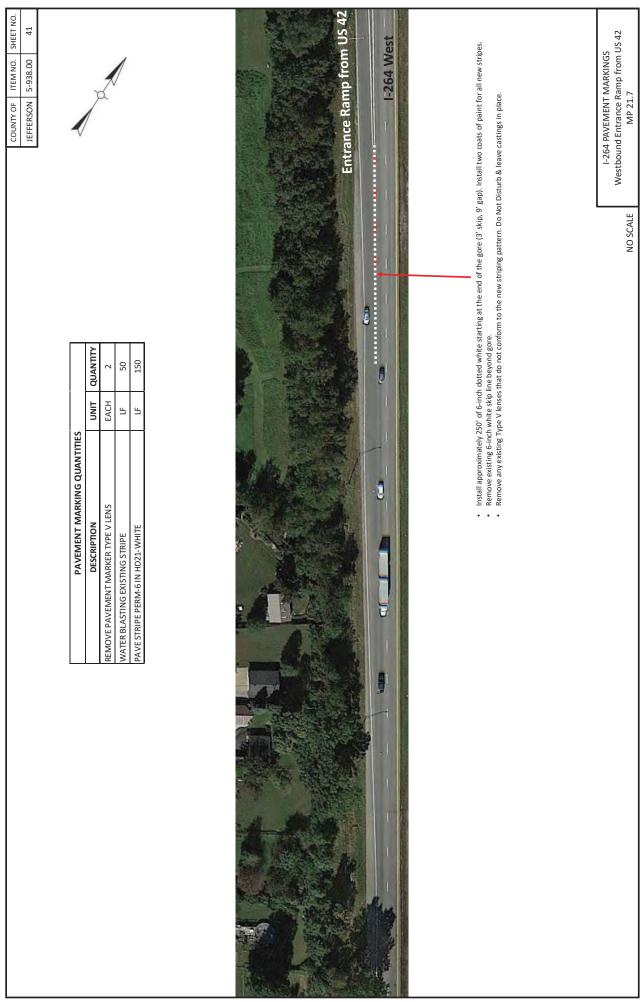
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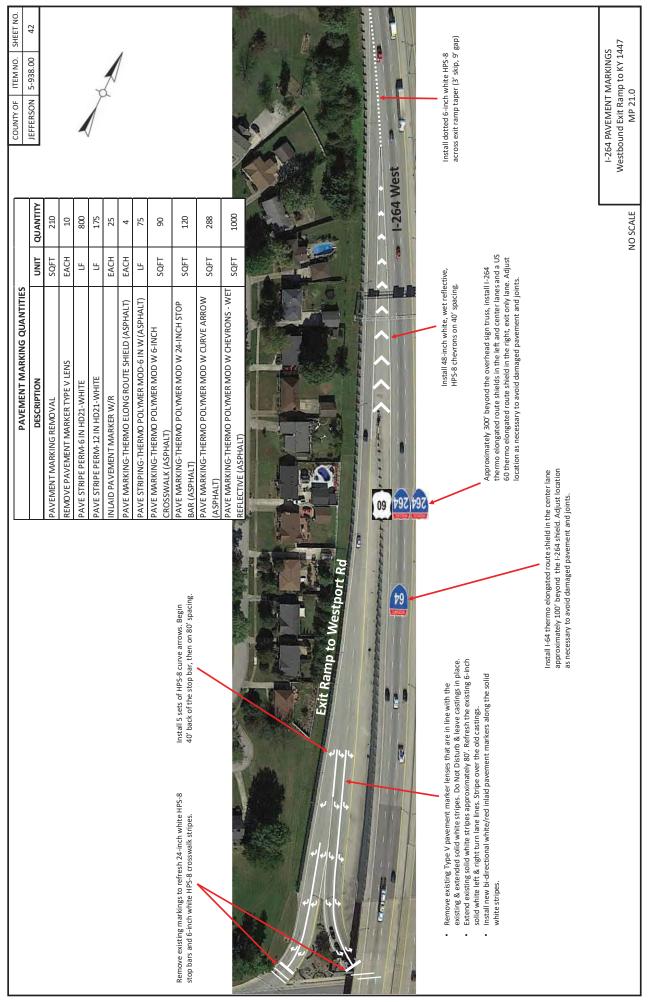


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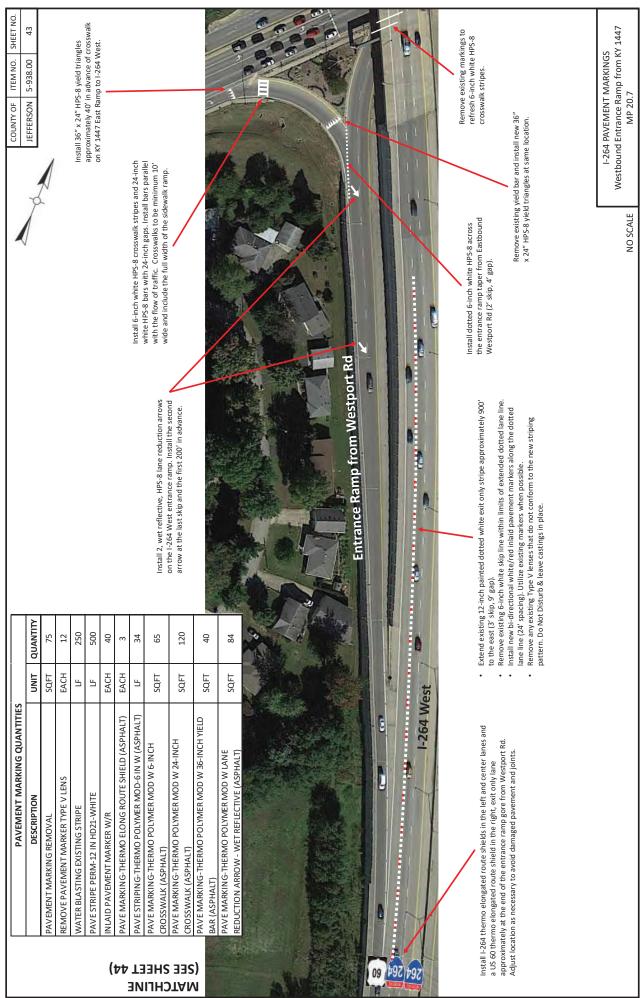


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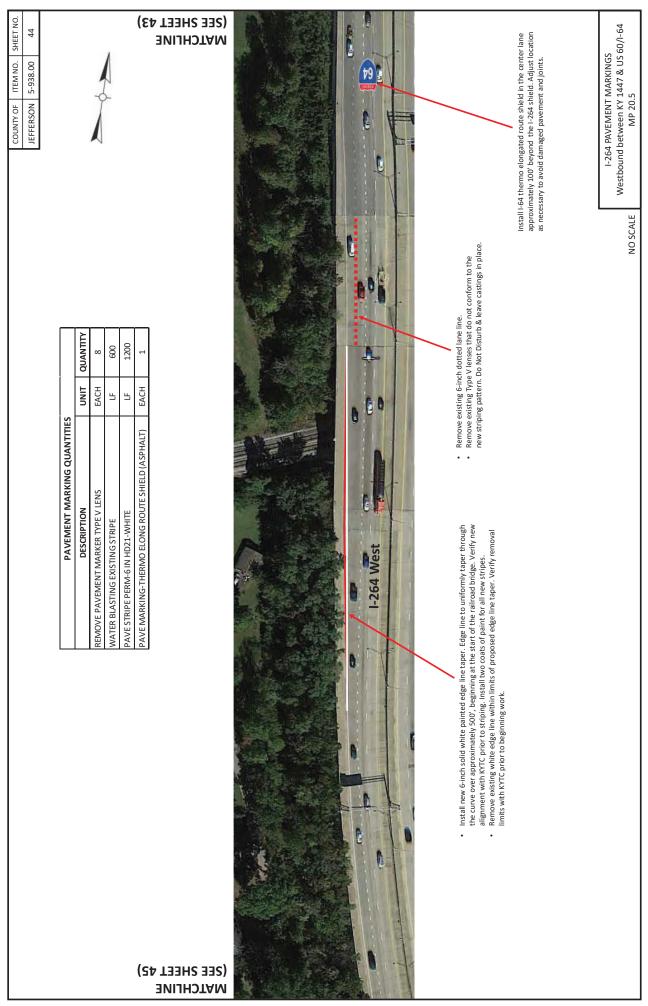
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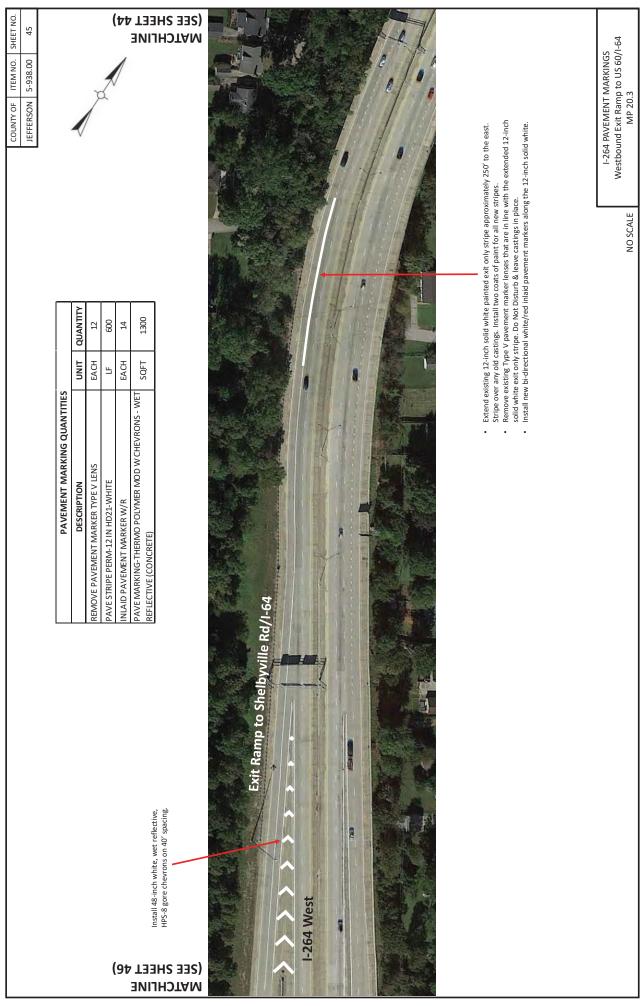
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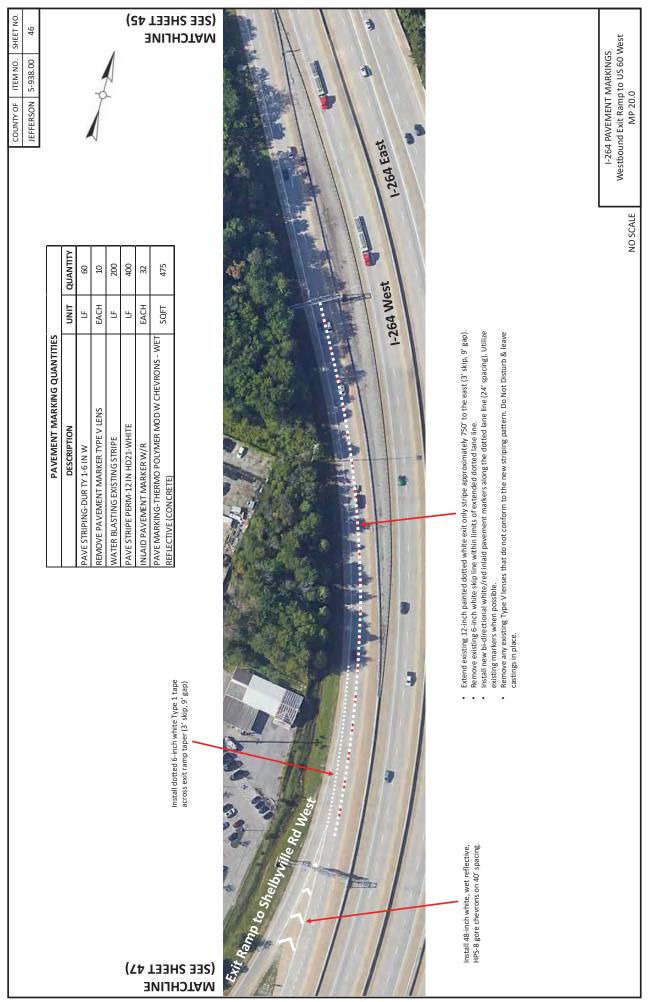
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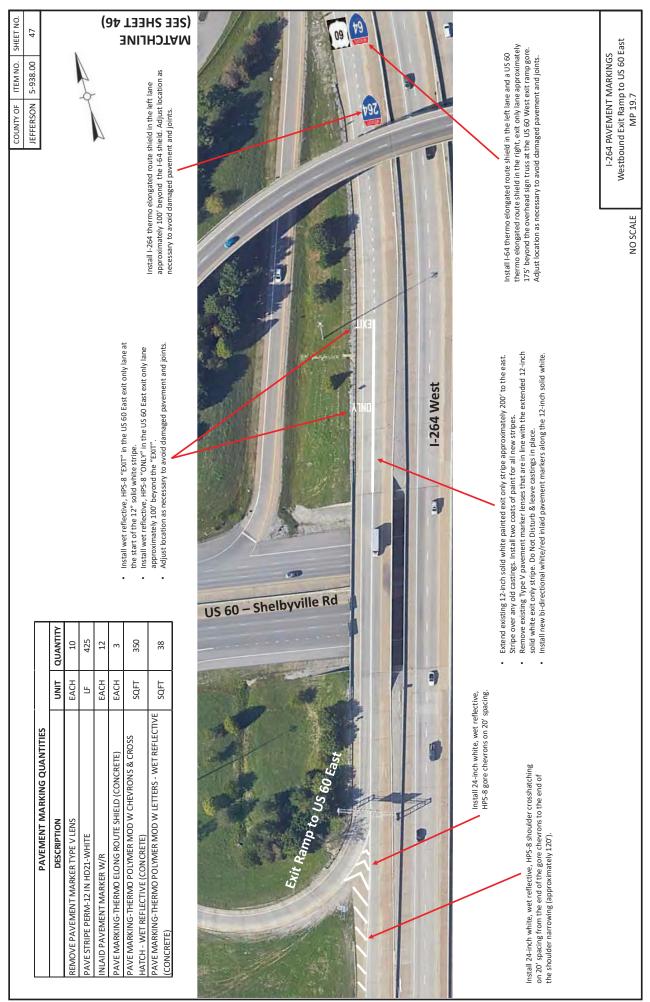
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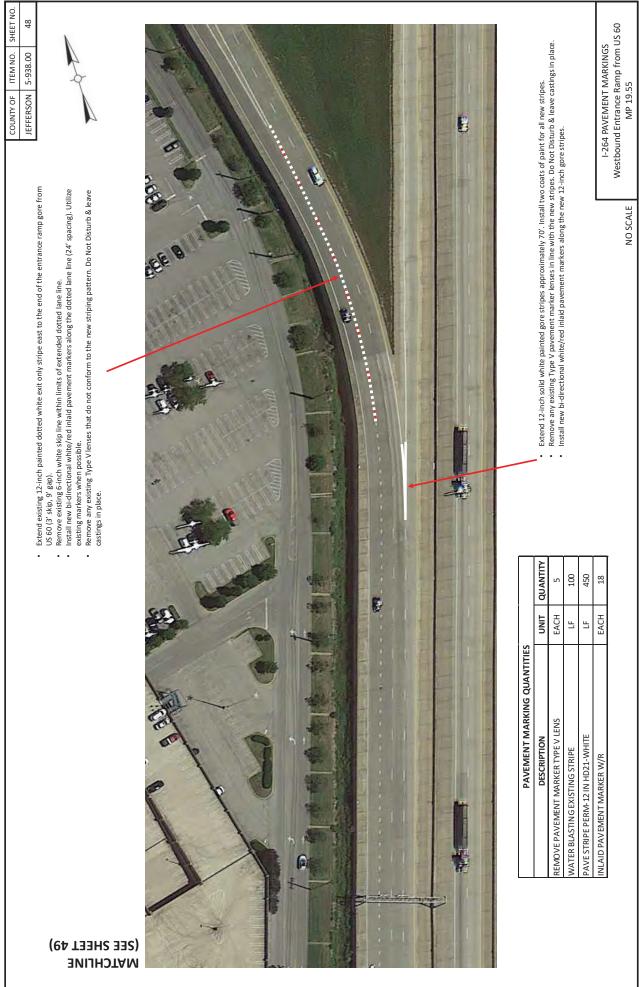
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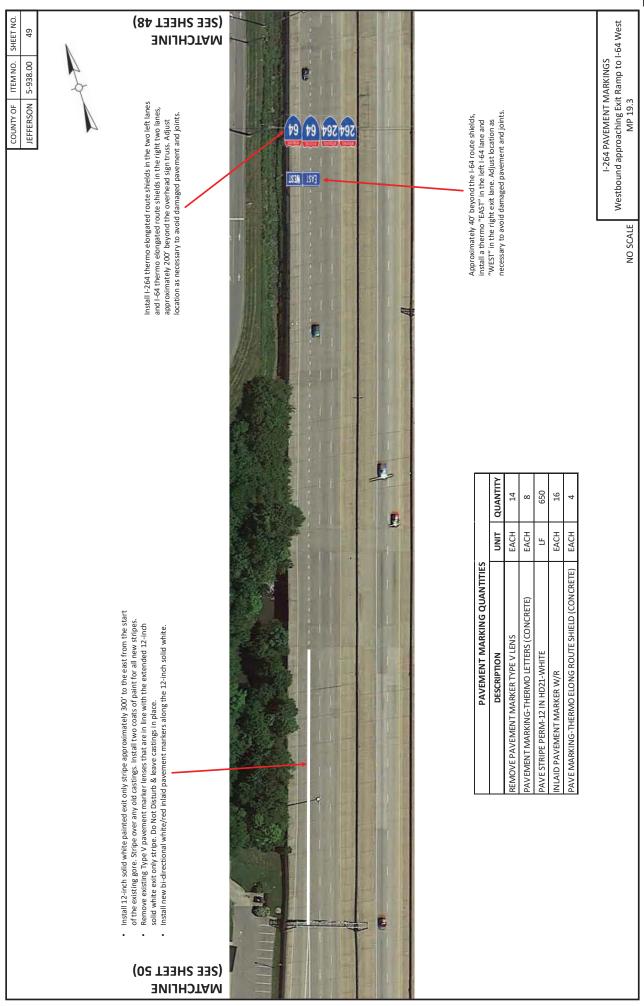
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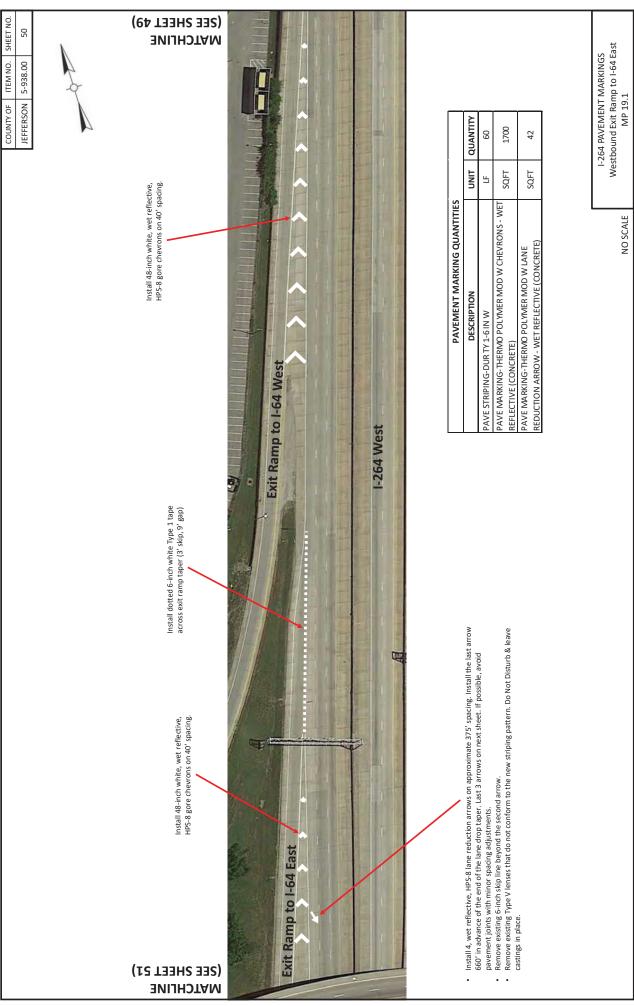
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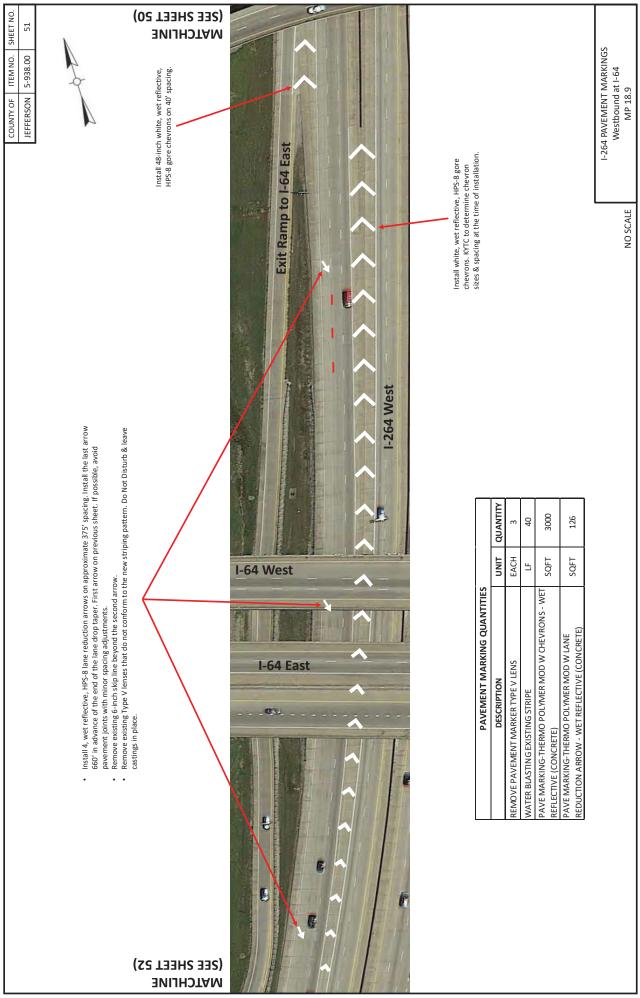
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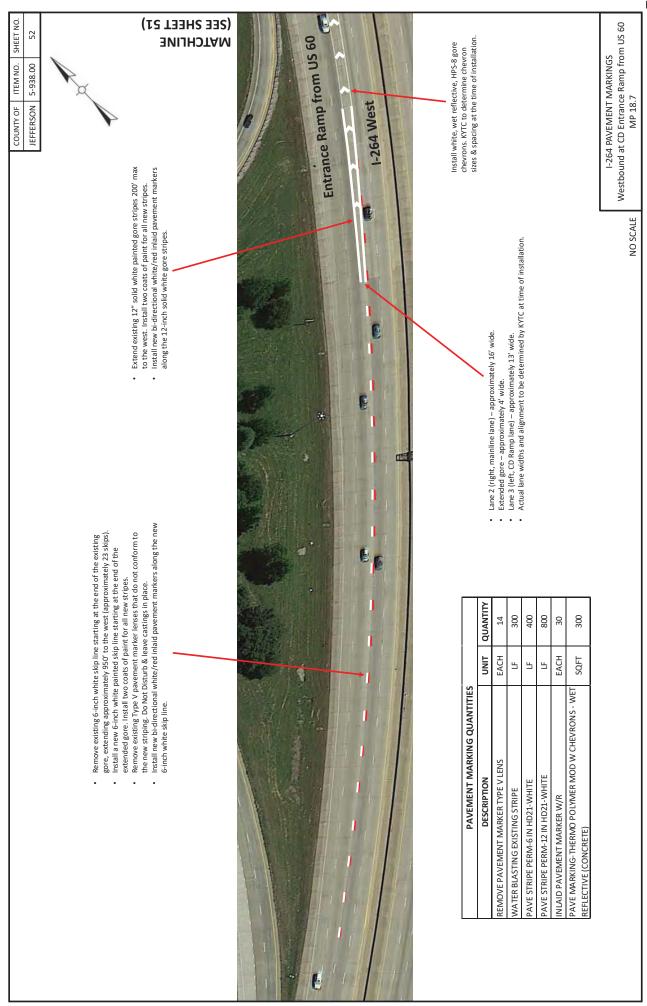
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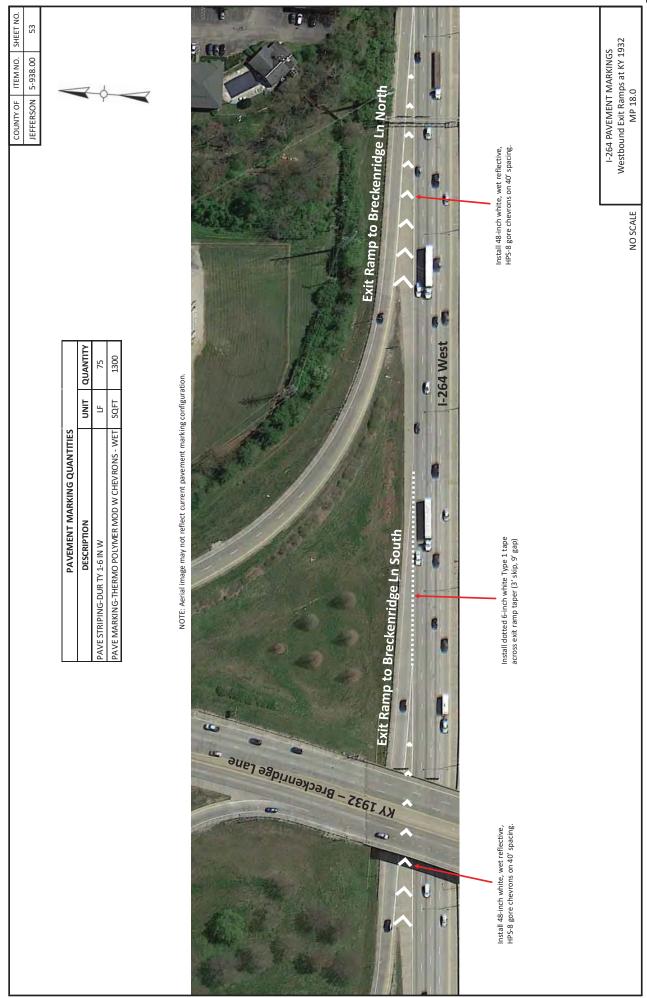
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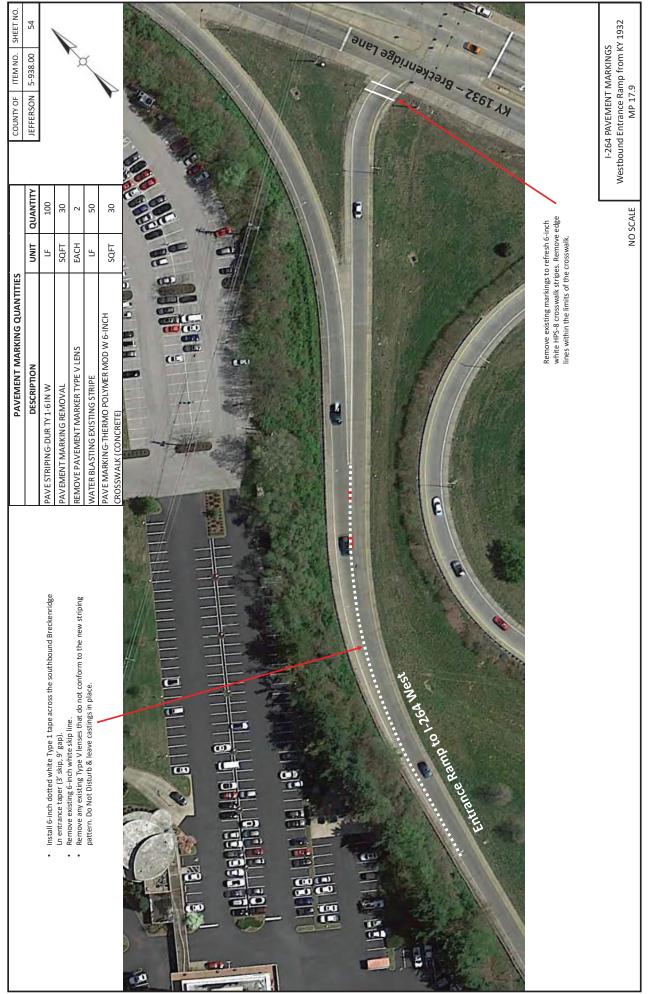
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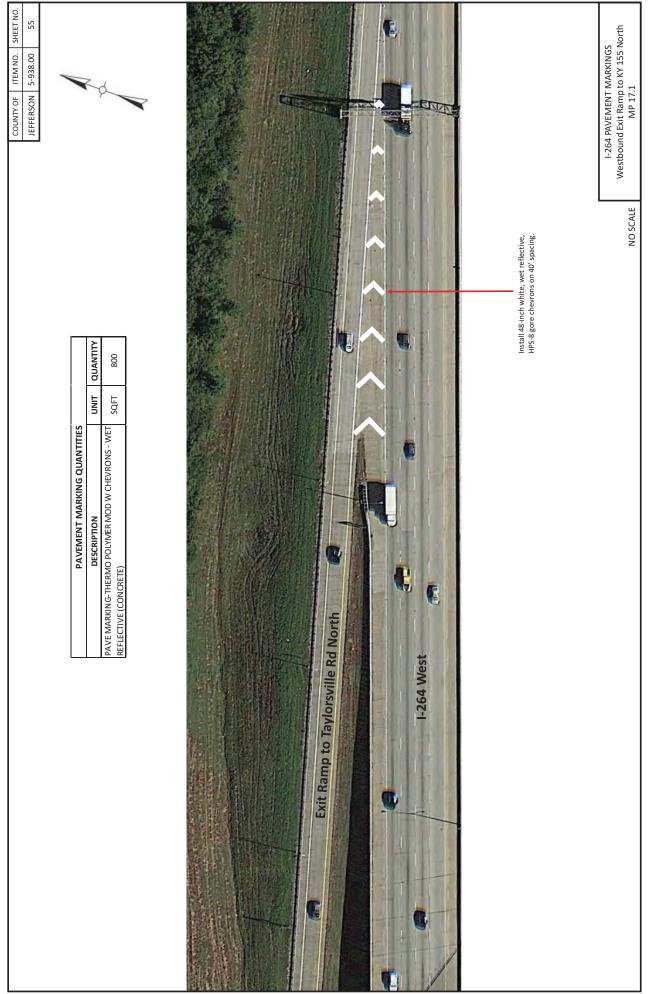
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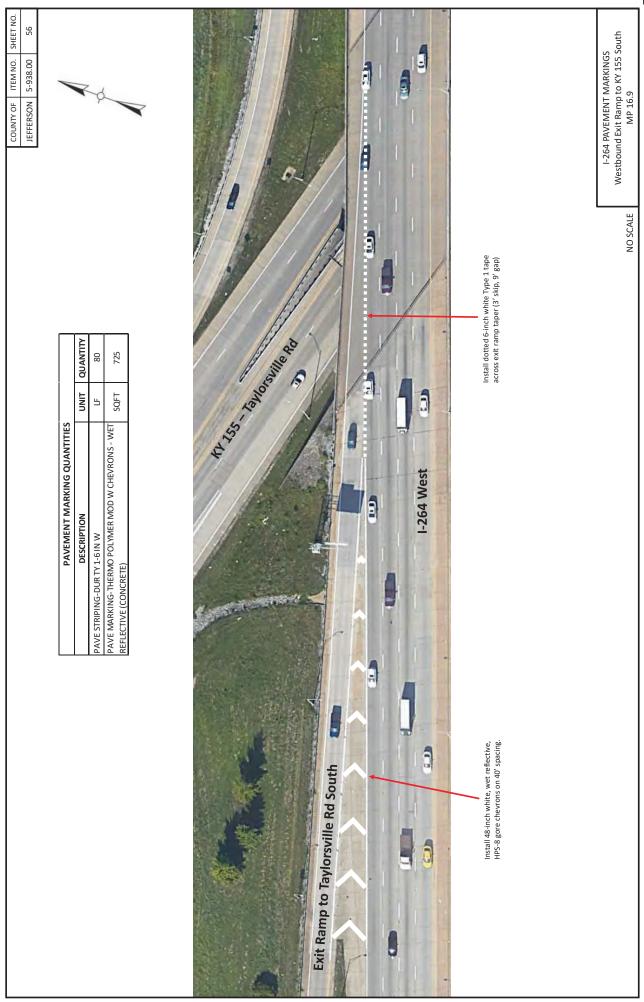
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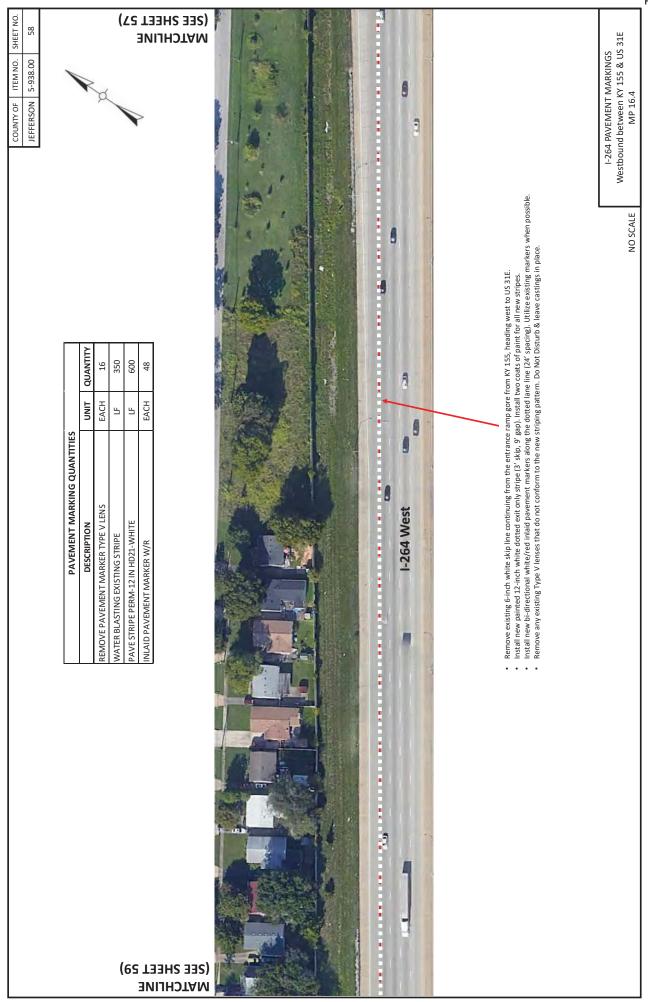
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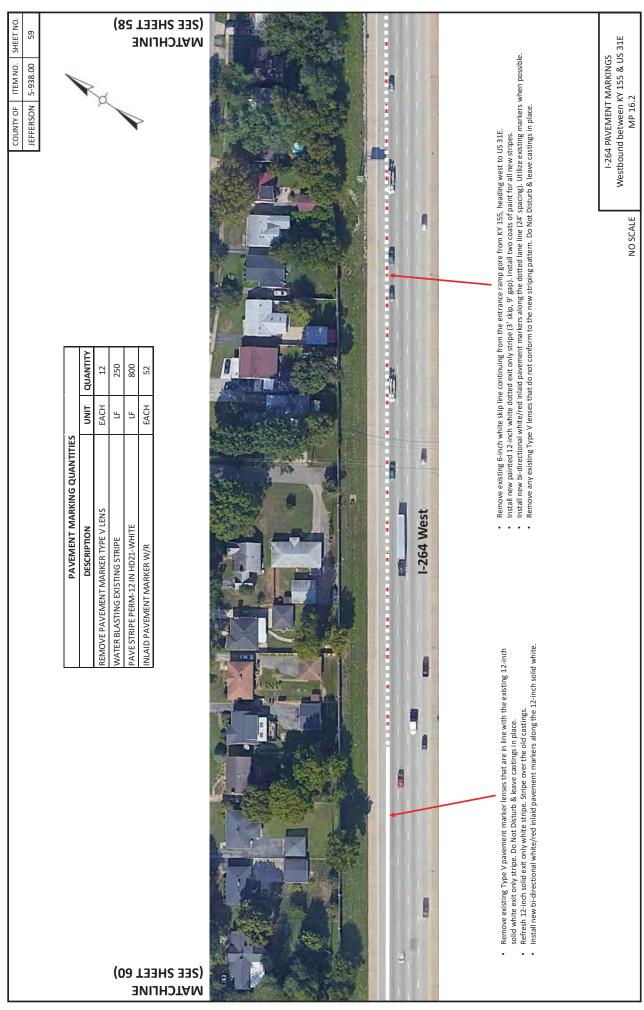
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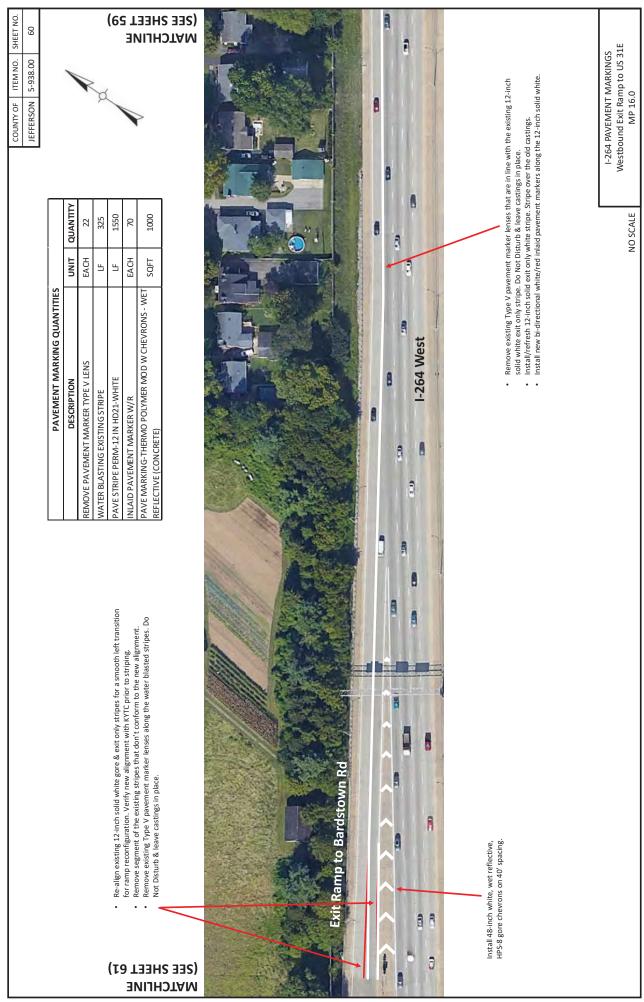
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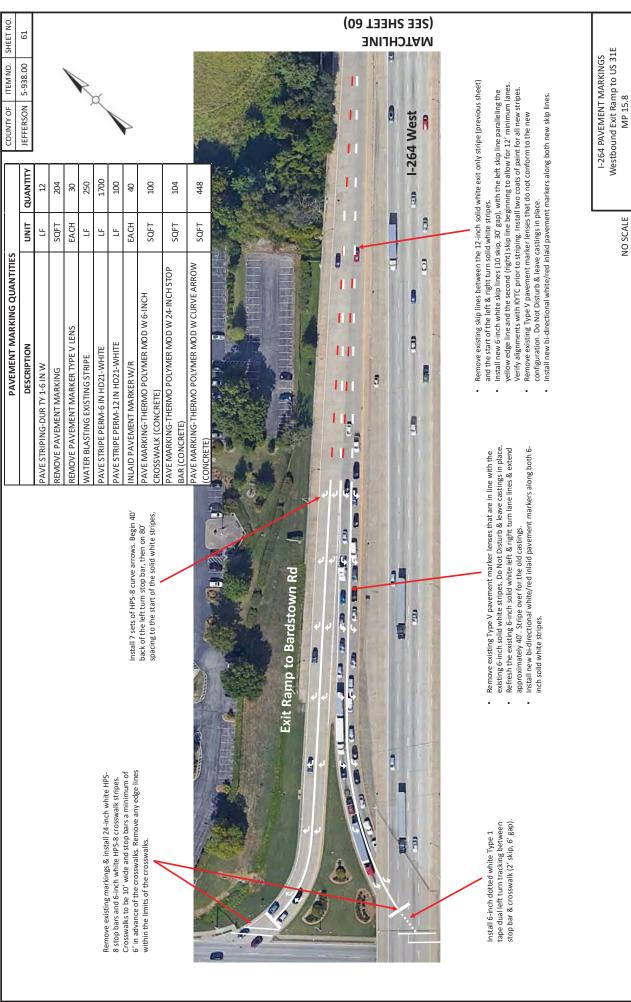


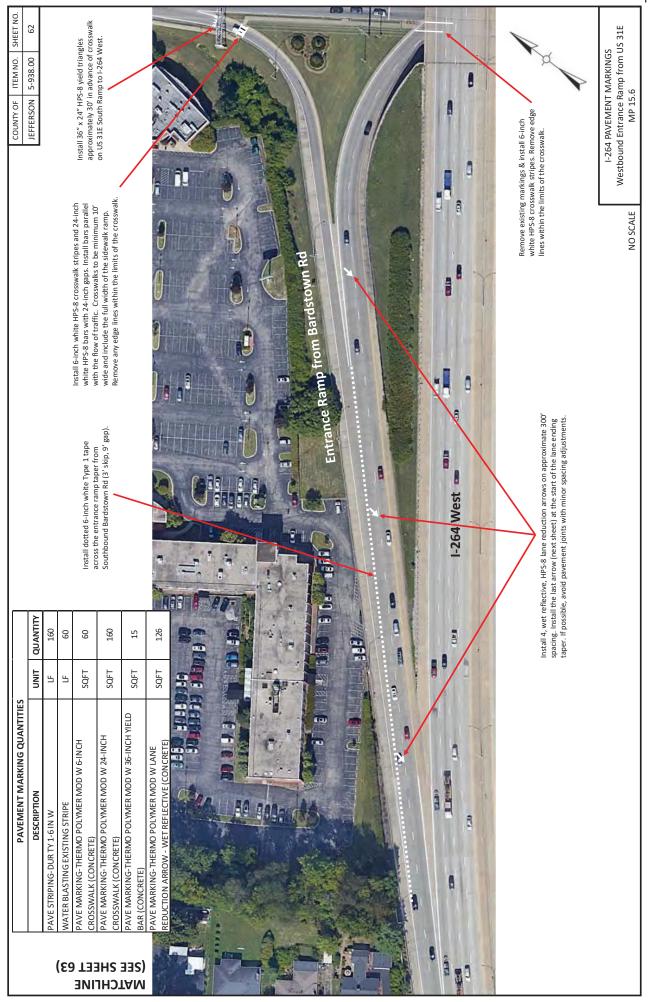
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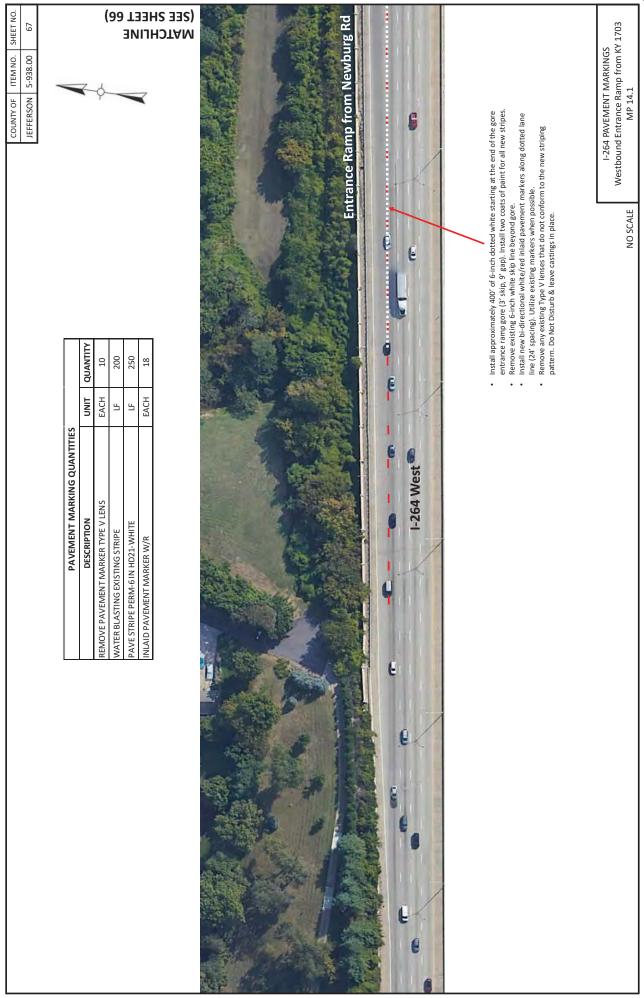
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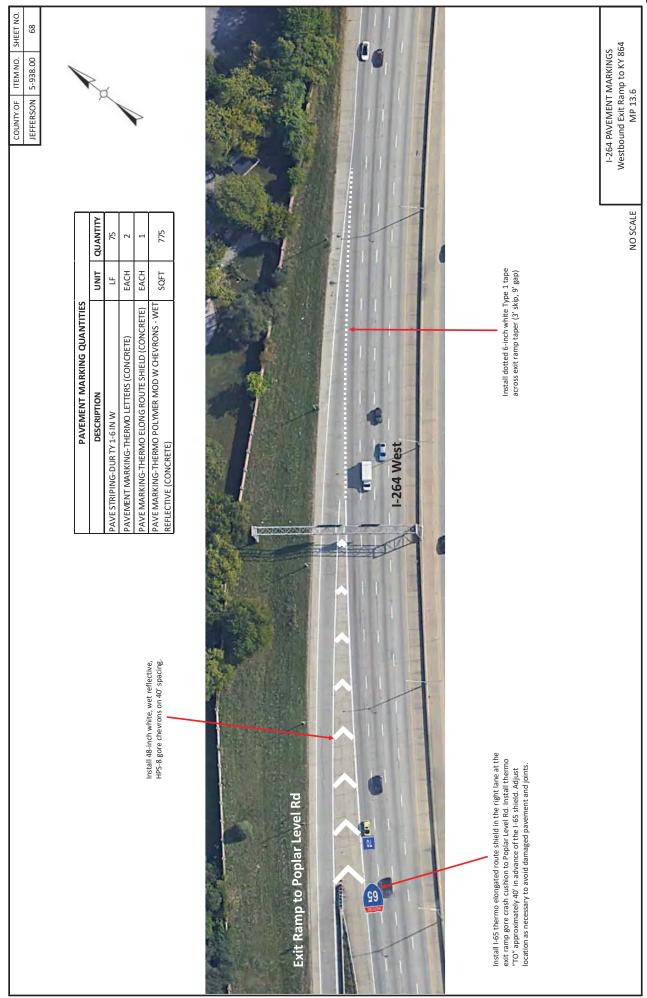
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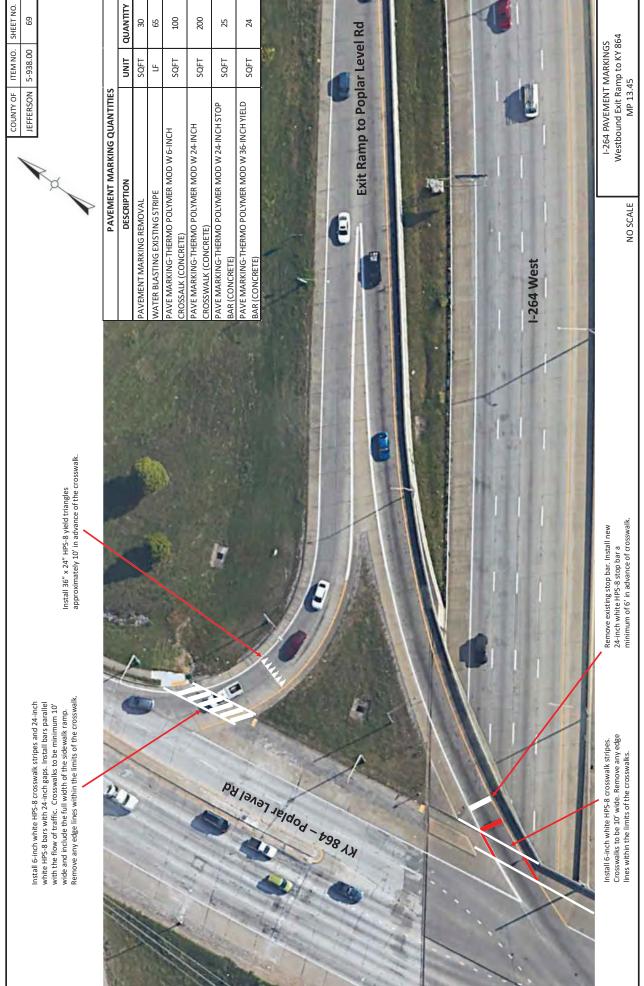
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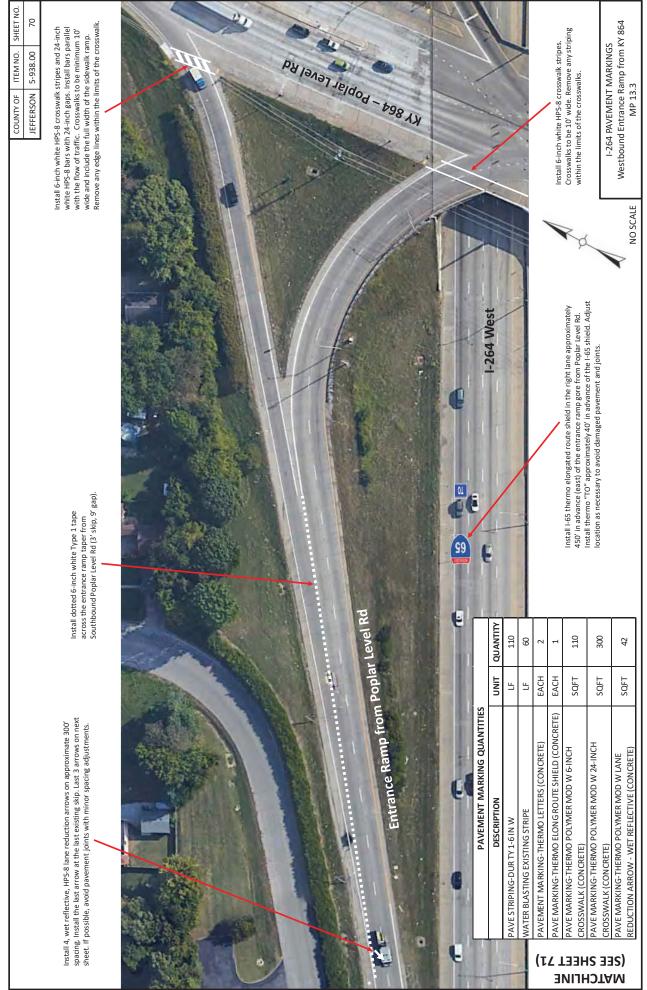


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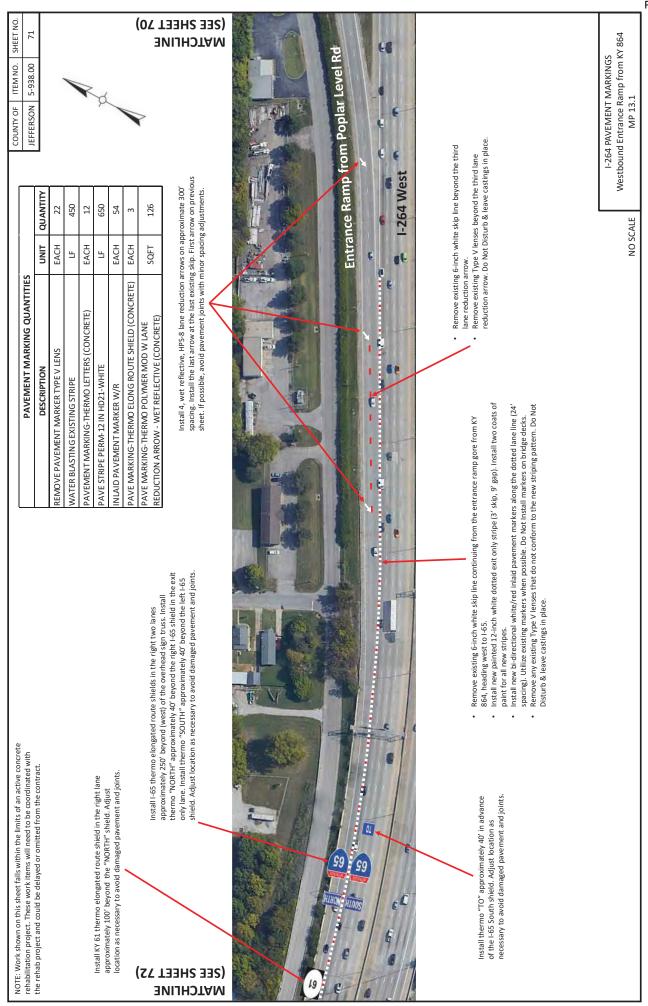




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JEFFERSON

NOTE: Work shown on this sheet falls within the limits of an active concrete rehabilitation project. These work items will need to be coordinated with the rehab project and could be delayed or omitted from the contract. Contract ID: 214002 Page 123 of 174

SHEET NO. 72 COUNTY OF ITEM NO. 5-938.00

(SEE SHEET 71) **MATCHLINE** 

Remove existing 6-inch white skip line continuing from the entrance ramp gore from KY

Install new painted 12-inch white dotted exit only stripe (3' skip, 9' gap). Install two coats of 864, heading west to I-65.

paint for all new stripes. Install new bi-directional white/red inlaid pavement markers along the dotted lane line (24' spacing). Utilize existing markers when possible. Do Not Install markers on bridge decks. Remove any existing Type Vlenses that do not conform to the new striping pattern. Do Not

Disturb & leave castings in place.

Install new bi-directional white/red inlaid pavement markers along the 12-inch solid white

Remove existing Type V pavement marker lenses that are in line with the existing 12-inch

solid white exit only stripe. Do Not Disturb & leave castings in place. Refresh 12-inch solid exit only white stripe. Stripe over the old castings.

**1-264 West** 

LIND EACH EACH SQFT 5 5 PAVEMENT MARKING QUANTITIES PAVE MARKING-THERMO POLYMER MOD W CHEVRONS - WET REMOVE PAVEMENT MARKER TYPE V LENS PAVE STRIPE PERM-12 IN HD21-WHITE WATER BLASTING EXISTING STRIPE INLAID PAVEMENT MARKER W/R REFLECTIVE (CONCRETE)

QUANTITY

1800

92

250 26

1075

Remove existing 6-inch white skip line starting next to the tip of the I-65 exit gore, heading west to the Crittenden Dr/Airport/Fair/Expo Ctr exit.

Install new painted 12-inch white dotted exit only stripe (3' skip, 9' gap). Install two coats of paint for all new stripes.

Install new bi-directional white/red inlaid pavement markers along the dotted lane line (24' spacing). Utilize existing markers when possible. Do Not Install markers on bridge decks. Remove any existing Type V lenses that do not conform to the new striping pattern. Do Not

Disturb & leave castings in place.

**NO SCALE** 

Westbound Exit Ramp to I-65/KY 61 I-264 PAVEMENT MARKINGS MP 12.7

HPS-8 gore chevrons on 40' spacing Install 48-inch white, wet reflective, (SEE SHEET 73) **MATCHLINE** 

Exit Ramp t

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(SEE SHEET 72) SHEET NO. 73 **MATCHLINE** COUNTY OF ITEM NO. SON 5-938.00

JEFFERS			

QUANTITY

NOTE: Work shown on this sheet falls within the limits of an active concrete rehabilitation project. These work items will need to be coordinated with the rehab project and could be delayed or omitted from the contract.

PAVEMENT MARKING QUANTITIES		
DESCRIPTION	UNIT	
REMOVE PAVEMENT MARKER TYPE V LENS	ЕАСН	
WATER BLASTING EXISTING STRIPE	LF	
PAVE STRIPE PERM-12 IN HD21-WHITE	LF	
INLAID PAVEMENT MARKER W/R	ЕАСН	
PAVE MARKING-THERMO POLYMER MOD W CHEVRONS - WET REFLECTIVE (CONCRETE)	SQFT	

1600

82

150 54

2000

Install 48-inch white, wet reflective, HPS-8 gore chevrons on 40' spacing.

> HPS-8 gore chevrons on 40' spacing. Install 48-inch white, wet reflective,

Exit Ramp to Preston Hwy

Remove existing Type V pavement marker lenses that are in line with the existing 12-inch

.

E

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**1-264 West** 

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9 e

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Exit Ramp to Crittenden Dr/Airport

Exit Ramp to I-65 North

E

solid white exit only stripe. Do Not Disturb & leave castings in place.
Refresh 12-inch solid exit only white stripe. Stripe over the old castings.
Install new bi-directional white/red inlaid pavement markers along the 12-inch solid white.

Install new painted 12-inch white dotted exit only stripe (3' skip, 9' gap). Install two coats of Remove existing 6-inch white skip line continuing across from the tip of the I-65 exit gore, heading west to the Crittenden  $Dr/Airport/Fair/Expo\ Ctr\ exit.$ 

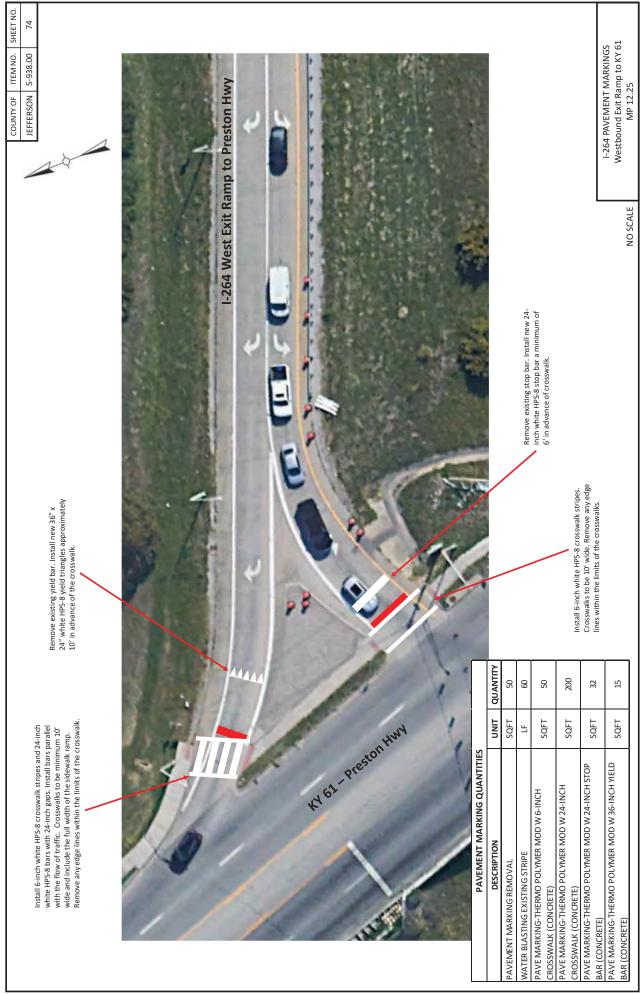
paint for all new stripes. In install new three in laid pavement markers along the dotted lane line (24' spacing). Untile existing markers when possible. Do Not Install markers on bridge decks. Remove any existing Type V lenses that do not conform to the new striping pattern. Do Not Disturb & leave castings in place. I-264 PAVEMENT MARKINGS

**NO SCALE** 

Westbound Exit Ramps to I-65/KY 61/KY 1631

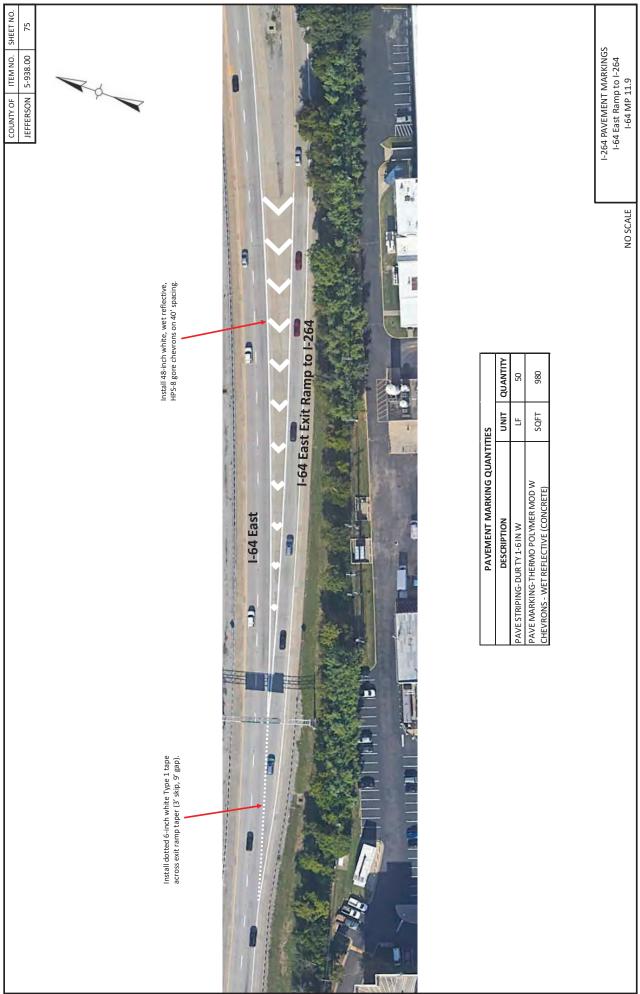
MP 12.4

HPS-8 gore chevrons on 40' spacing. Install 48-inch white, wet reflective,



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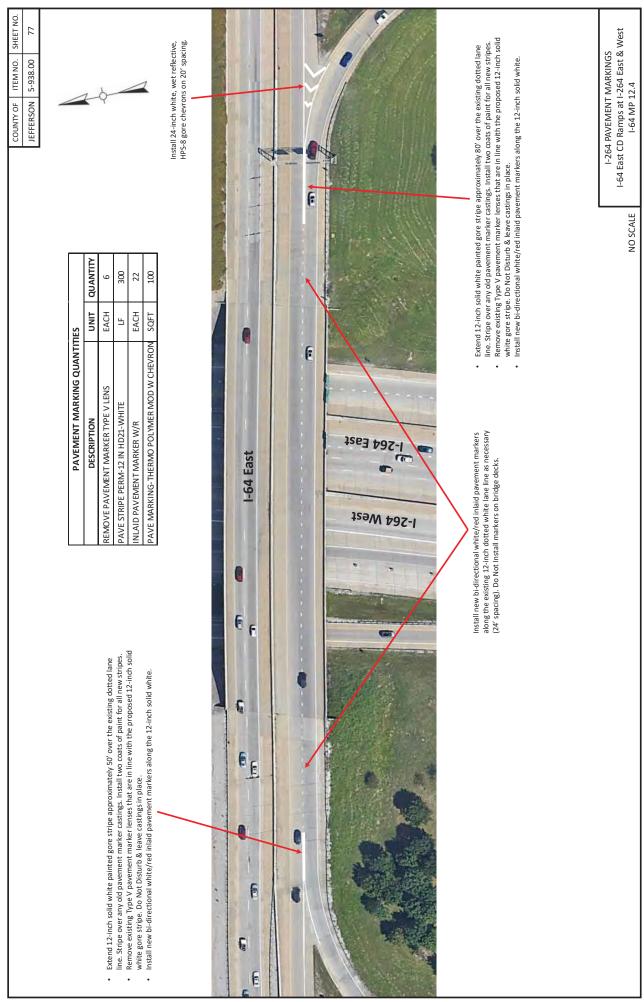
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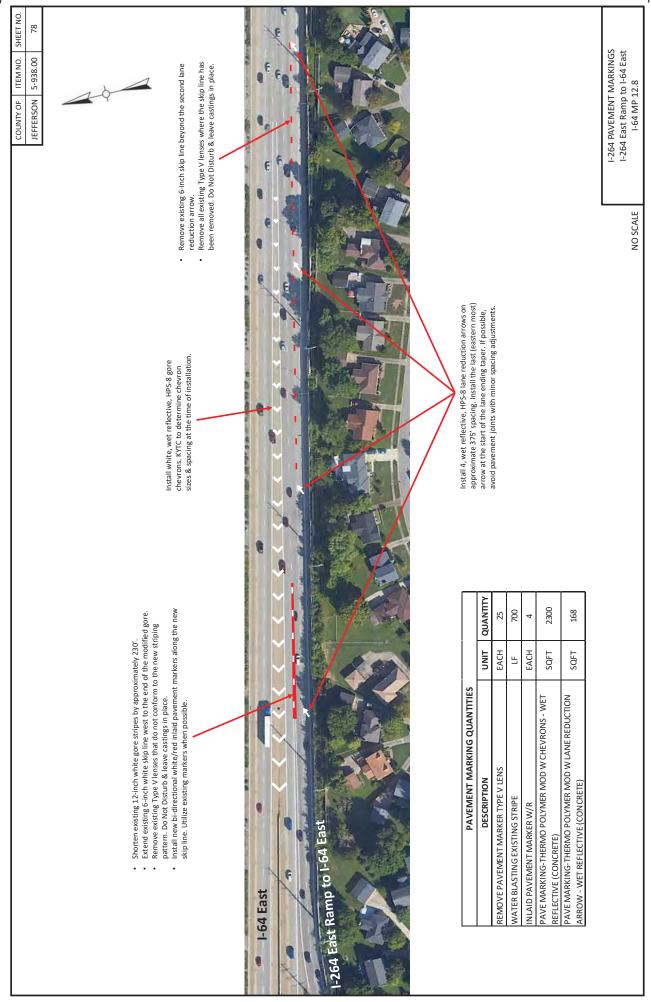
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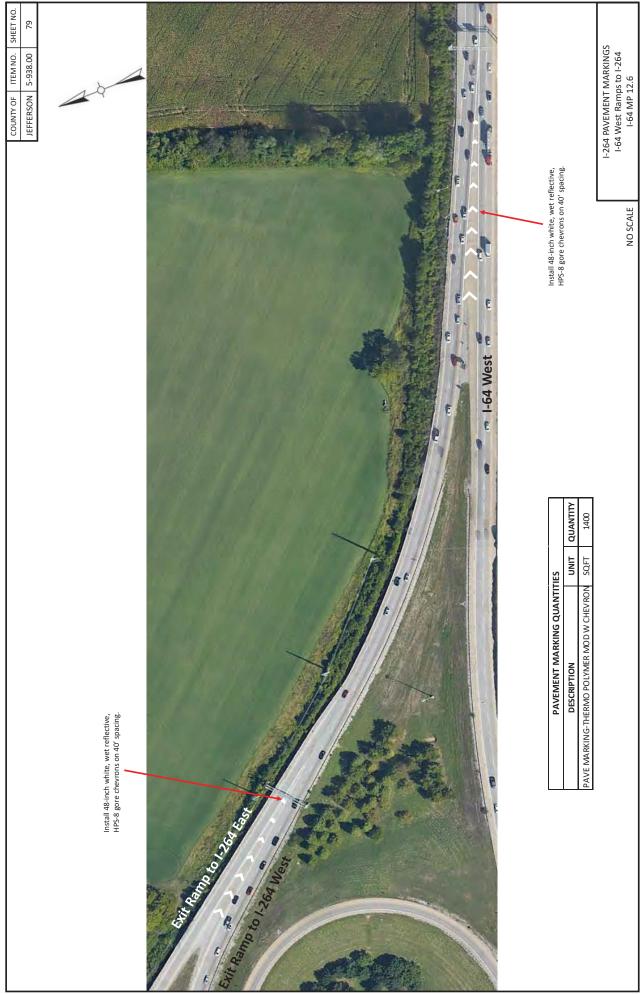
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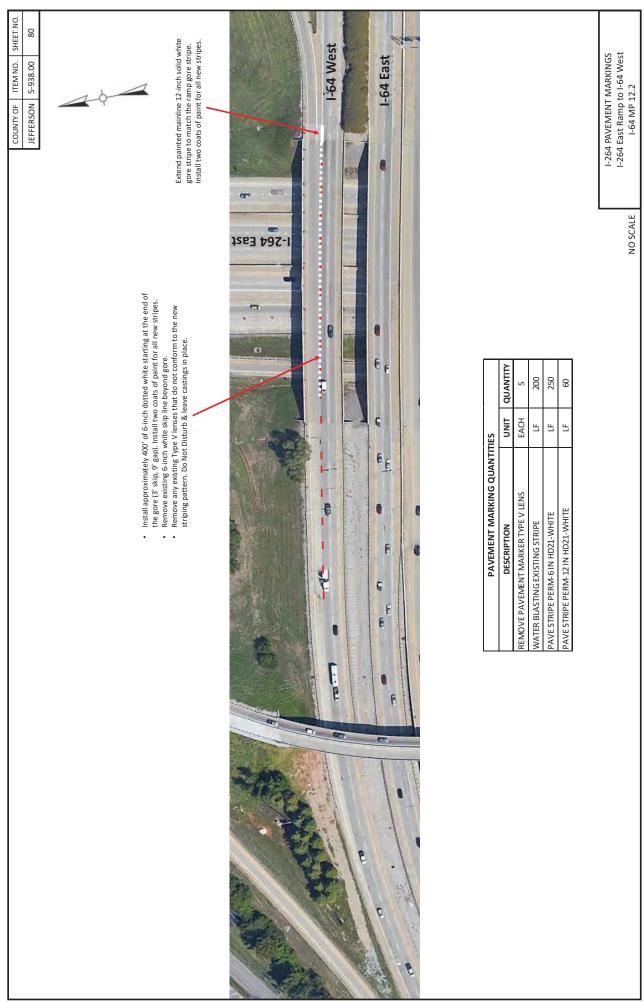
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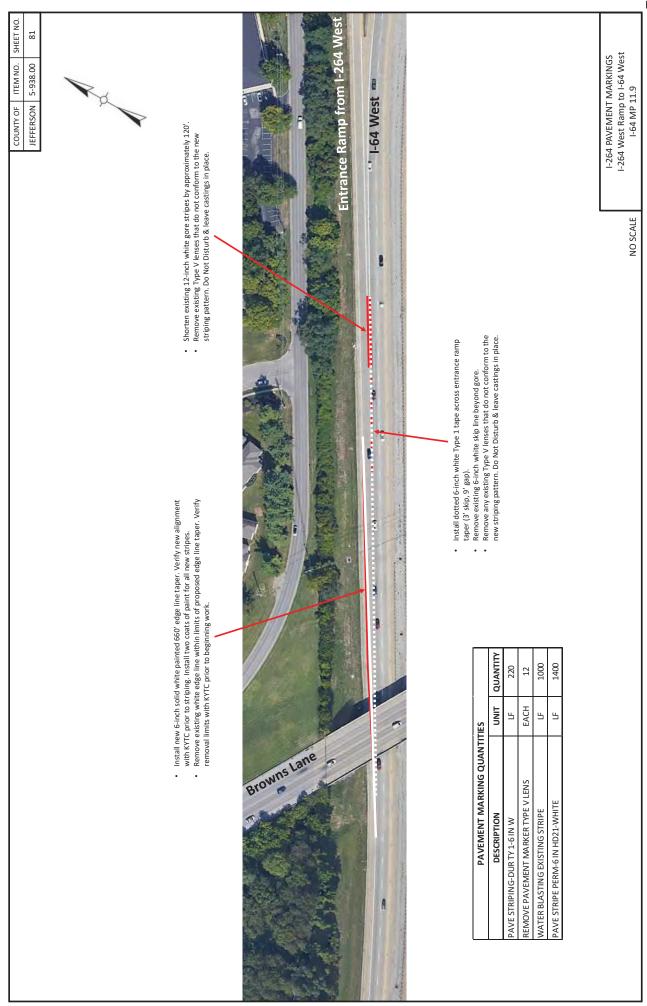
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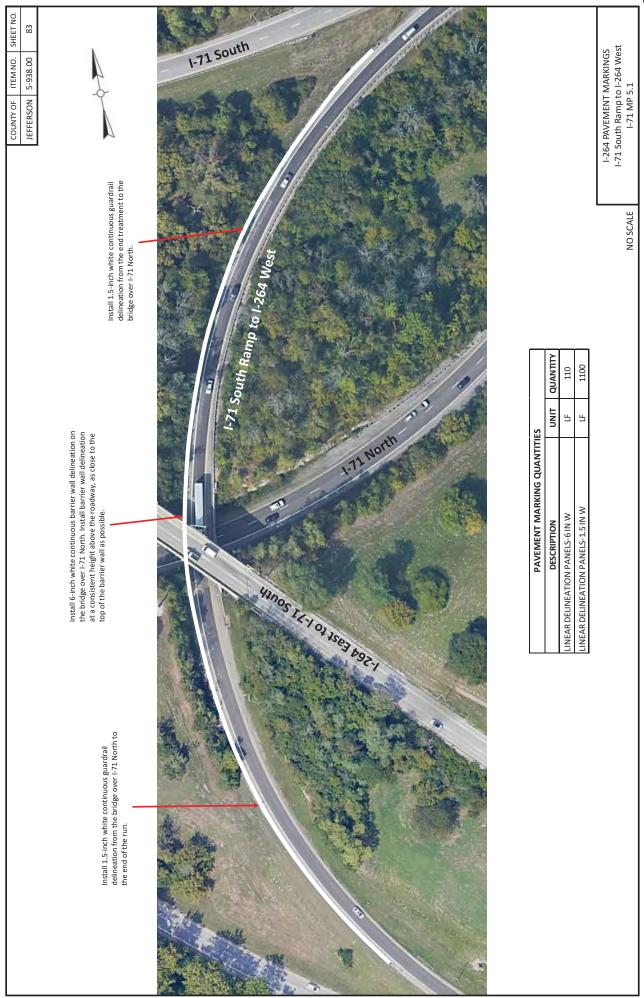
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# PART II

## SPECIFICATIONS AND STANDARD DRAWINGS

## **SPECIFICATIONS REFERENCE**

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

TRAFFIC	
~ PERMANENT ~	
<u>MARKERS</u>	
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS	
PAVEMENT MARKER ARRANGEMENT EXIT-GORE AND OFF-RAMP	TPM-125-03
PAVEMENT MARKER ARRANGEMENTS FOR PARALLEL DECELERATION LANE	TPM-126
PAVEMENT MARKER ARRANGEMENTS ON-RAMP WITH TAPERED ACCELERATION LANE	TPM-130-03
PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANE	TPM-135-03
TYPICAL ENTRANCE RAMP MARKINGS	TPM-200
TYPICAL EXIT RAMP MARKINGS PAGE 1	TPM-201
TYPICAL EXIT RAMP MARKINGS PAGE 2	TPM-202
TYPICAL MARKINGS AT SIGNALIZED INTERSECTIONS	
TYPICAL MARKINGS FOR GORE AREAS	TPM-204
~ TEMPORARY ~	
TRAFFIC CONTROL	
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-04
DOUBLE LANE CLOSURE	TTC-125-04
SHOULDER CLOSURE	TTC-135-03
STRIPING OPERATIONS	
MOBILE OPERATION FOR PAINT STRIPING CASE III	TTS-110-02
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-02
MOBILE OPERATION FOR DURABLE STRIPING CASE I	TTS-120-02
MOBILE OPERATION FOR DURABLE STRIPING CASE II	TTS-125-02

## **PART III**

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

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

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

#### **III. NONSEGREGATED FACILITIES**

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

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

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

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

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

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

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

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

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

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

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

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

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

#### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

#### 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 administrating 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, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

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"General Decision Number: KY20210038 03/05/2021

Superseded General Decision Number: KY20200038

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

> 0 01/01/2021 1 03/05/2021

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

Rates Fringes BRICKLAYER.....\$ 26.80 12.38 \_\_\_\_\_ BRKY0001-005 06/01/2020

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,

beta.SAM.gov | Search

Contract ID: 214002 Page 158 of 174

MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes	
BRICKLAYER	\$ 31.00	14.86	
BRKY0002-006 06/01/2020			
BRACKEN, GALLATIN, GRANT, MASON 8	ROBERTSON COUN	TIES:	
	Rates	Fringes	
BRICKLAYER	•	14.86	
BRKY0007-004 06/01/2017			
BOYD, CARTER, ELLIOT, FLEMING, GF	REENUP, LEWIS &	ROWAN COUNTIES:	
	Rates	Fringes	
BRICKLAYER	\$ 32.98	19.02	
BRKY0017-004 06/01/2020			
ANDERSON, BATH, BOURBON, BOYLE, O HARRISON, JESSAMINE, MADISON, MER OWEN, SCOTT, WASHINGTON & WOODFOR	RCER, MONTGOMERY		
	Rates	Fringes	
BRICKLAYER	•	14.86	
CARP0064-001 04/01/2020			
	Rates	Fringes	
CARPENTER  Diver PILEDRIVERMAN  ELEC0212-008 06/01/2020	\$ 45.09 \$ 30.06	19.96 19.96 19.96	
BRACKEN, GALLATIN and GRANT COUNT	TIES		
	Rates	Fringes	
ELECTRICIAN	•	19.72	
ELEC0212-014 11/25/2019			
BRACKEN, GALLATIN & GRANT COUNTIE	ES:		
	Rates	Fringes	
Sound & Communication Technician		12.09	
ELEC0317-012 06/01/2020			
BOYD, CARTER, ELLIOT & ROWAN COUN	NTIES:		

Fringes Rates

ELECTRICIAN (Wiremen).....\$ 35.10 26.22 \_\_\_\_\_

\* ELEC0369-007 05/26/2020

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	\$ 33.21	17.85
ELEC0575-002 11/30/2020		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes	
ELECTRICIAN	\$ 33.75	19.22	
			-
ENGTO404 040 07/04/0000			

ENGI0181-018 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	33.95	17.25
GROUP 2\$	31.09	17.25
GROUP 3\$	31.54	17.25
GROUP 4\$	30.77	17.25

#### 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 Conrete 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 06/01/2020

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

	Rates	Fringes
IRONWORKER Fence Erector Structural	,	21.20 21.20
IRON0070-006 06/01/2020		

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	\$ 30.42	23.15
IRON0769-007 06/01/2020		

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	\$ 32.75	26.34
ZONE 2	\$ 33.15	26.34
ZONE 3	\$ 34.75	26.34

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.

LAB00189-003 07/01/2020

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\$	23.26	15.62
GROUP	2\$	23.56	15.62
GROUP	3\$	23.51	15.62
GROUP	4\$	24.16	15.62

#### 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; Bushammer; 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

LAB00189-008 07/01/2020

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

	1	Rates	Fringes
Laborers:			
GROUP	1\$	23.26	15.62
GROUP	2\$	23.51	15.62
GROUP	3\$	23.56	15.62
GROUP	4\$	24.16	15.62

#### 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; Bushammer; 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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LAB00189-009 07/01/2020

#### **BRECKINRIDGE & GRAYSON COUNTIES**

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.26	15.62
GROUP	2\$ 23.51	. 15.62
GROUP	3\$ 23.56	15.62
GROUP	4\$ 24.16	15.62

#### 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; Bushammer; 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:

I	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\$ Sandblasting &	22.30	5.90
Waterblasting\$	22.05	5.90
Spray\$		5.90

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 Elevated Tanks; Steeplejack Work; Bridge &	.\$ 23.39	9.06
Lead Abatement	.\$ 24.39	9.06
Blasting	.\$ 24.14	9.06
Spray	.\$ 23.89 	9.06

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 Spray, Sandblast, Power Tools, Waterblast & Steam	.\$ 22.00	12.52							
Cleaning		12.52							
PAIN1072-003 12/01/2018									
BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES									
	Rates	Fringes							
Painters: Bridges; Locks; Dams; Tension Towers & Energized Substations Power Generating Facilities		18.50 18.50							
PLUM0248-003 06/01/2020									
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS & ROWAN	COUNTIES:							
	Rates	Fringes							
Plumber and Steamfitter	•	21.48							
PLUM0392-007 06/01/2018									
BRACKEN, CARROLL (Eastern Half), ROBERTSON COUNTIES:	GALLATIN, GR	ANT, MASON, OWEN &							
	Rates	Fringes							
Plumbers and Pipefitters	.\$ 32.01	19.67							
PLUM0502-003 08/01/2020									
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	.\$ 36.92	20.78							
SUKY2010-160 10/08/2001									
	Rates	Fringes							
Truck drivers:  GROUP 1	.\$ 16.68	7.34 7.34 7.34							

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7.34

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GROUP 4.....\$ 16.96

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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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 www.dol.gov/whd/govcontracts.

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

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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.

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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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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 JEFFERSON COUNTY HSIP 2641(184)

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
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 Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

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

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

### **PART IV**

## **INSURANCE**

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

current edition

# **PART V**

# **BID ITEMS**

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214002

#### **PROPOSAL BID ITEMS**

Report Date 3/30/21

Section: 0001 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC		AMOUNT
0010	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0020	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0030	06556	PAVE STRIPING-DUR TY 1-6 IN W PAVE MARKING-DOTTED LANE EXTEN (THERMO POLYMER MOD-12 IN W	2,112.00	LF		\$	
0040	06572	ASPHALT)	575.00	LF		\$	
0050	06598	PAVEMENT MARKING REMOVAL	1,805.00	SQFT		\$	
0060	06600	REMOVE PAVEMENT MARKER TYPE V (LENS ONLY)	639.00	EACH		\$	
070	20411ED	LAW ENFORCEMENT OFFICER	250.00	HOUR		\$	
0800	22664EN	WATER BLASTING EXISTING STRIPE	13,300.00	LF		\$	
0090	22692NS714	PAVEMENT MARKING-THERMO LETTERS (ASPHALT PAVEMENT)	29.00	EACH		\$	
0100	22692NS714	PAVEMENT MARKING-THERMO LETTERS (CONCRETE PAVEMENT)	42.00	EACH		\$	
0110	22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE	15,070.00	LF		\$	
0120	22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW	1,050.00	LF		\$	
0130	22856EN	PAVE STRIPE PERM-12 IN HD21-WHITE	25,710.00	LF		\$	
0140	23886EC	LINEAR DELINEATION PANELS-6 IN W	110.00	LF		\$	
0150	23890EC	LINEAR DELINEATION PANELS-1.5 IN W	1,100.00	LF		\$	
0160	24489EC	INLAID PAVEMENT MARKER (WHITE/RED)	1,458.00	EACH		\$	
0170	24489EC	INLAID PAVEMENT MARKER (YELLOW/RED)	14.00	EACH		\$	
0180	24899EC	PAVE MARKING-THERMO ELONG ROUTE SHIELD (ASPHALT PAVEMENT) PAVE MARKING-THERMO ELONG ROUTE	19.00	EACH		\$	
0190	24899EC	SHIELD (CONCRETE PAVEMENT)	21.00	EACH		\$	
0200	2506750	PAVE STRIPING-THERMO POLYMER MOD-6 IN W	402.00	LF		¢	
0200	25067EC	(ASPHALT)	403.00	LF		\$	
0210	26125EC	PAVE MARKING-THERMO POLYMER MOD W (24-INCH CROSSWALK ASPHALT)	240.00	SQFT		\$	
0220	26125EC	PAVE MARKING-THERMO POLYMER MOD W (24-INCH CROSSWALK CONCRETE)	1,300.00			\$	
0230	26125EC	PAVE MARKING-THERMO POLYMER MOD W (24-INCH STOP BAR ASPHALT)	232.00	SQFT		\$	
0240	26125EC	PAVE MARKING-THERMO POLYMER MOD W (24-INCH STOP BAR CONCRETE)	475.00	SQFT		\$	
0250	26125EC	PAVE MARKING-THERMO POLYMER MOD W (36-INCH YIELD BAR ASPHALT)	82.00	SQFT		\$	
0260	26125EC	PAVE MARKING-THERMO POLYMER MOD W (36-INCH YIELD BAR CONCRETE)	105.00	SQFT		\$	
0270	26125EC	PAVE MARKING-THERMO POLYMER MOD W (6-INCH CROSSWALK ASPHALT)	280.00	SQFT		\$	
0280	26125EC	PAVE MARKING-THERMO POLYMER MOD W (6-INCH CROSSWALK CONCRETE)	1,035.00	SQFT		\$	
0290	26125EC	PAVE MARKING-THERMO POLYMER MOD W (CHEVRONS & CROSS HATCH - WET REFLECTIVE ASPHALT)	3,625.00	SQFT		\$	

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#### **PROPOSAL BID ITEMS**

Report Date 3/30/21

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0300	26125EC		PAVE MARKING-THERMO POLYMER MOD W (CHEVRONS & CROSS HATCH - WET REFLECTIVE CONCRETE)	39,325.00	SQFT		\$	
0310	26125EC		PAVE MARKING-THERMO POLYMER MOD W (COMBO ARROW ASPHALT)	108.00	SQFT		\$	
0320	26125EC		PAVE MARKING-THERMO POLYMER MOD W (CURVE ARROW ASPHALT)	544.00	SQFT		\$	
0330	26125EC		PAVE MARKING-THERMO POLYMER MOD W (CURVE ARROW CONCRETE)	1,504.00	SQFT		\$	
0340	26125EC		PAVE MARKING-THERMO POLYMER MOD W (LANE REDUCTION ARROW - WET REFLECTIVE ASPHALT)	294.00	SQFT		\$	
0350	26125EC		PAVE MARKING-THERMO POLYMER MOD W (LANE REDUCTION ARROW - WET REFLECTIVE CONCRETE)	1,890.00	SQFT		\$	
0360	26125EC		PAVE MARKING-THERMO POLYMER MOD W (LANE USE COMBO ARROW - WET REFLECTIVE CONCRETE)	120.00	SQFT		\$	
0370	26125EC		PAVE MARKING-THERMO POLYMER MOD W (LETTERS - WET REFLECTIVE CONCRETE)	38.00	SQFT		\$	

Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC FP	AMOUNT
0380	02569	DEMOBILIZATION	1.00	LS	\$	