

**Project:**

**2014 LOG – Bickham Covered Bridge NHC  
(PID: 92388)  
(DBE Goal = 0 %, Agreement No. 25744, Federal Project No. E120(118))**

**PROPOSAL**

**LOGAN COUNTY  
BOARD OF COMMISSIONERS**

**John Bayliss  
Anthony Core  
Dustin Wickersham**

**Letting: July 23, 2015 @ 10:00am**

Company \_\_\_\_\_

Submitted by \_\_\_\_\_

Street \_\_\_\_\_

Post Office Box \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

**Logan County Engineer  
Scott C. Coleman, P.E., P.S.**

**NOTICE FOR BIDS**

Notice is hereby given that bids will be received at the office of the Logan County Commissioners, 117 E. Columbus Ave., Suite 100, Bellefontaine, Ohio, 43311, July 23, 2015, 10:00am, Ohio Standard Time for the purpose of furnishing the **2014 LOG – Bickham Covered Bridge NHC B (PID 92388, Project No. E120(118))**.

Bids shall be submitted on forms furnished by the Logan County Engineer’s Office in a sealed envelope marked “**2014 LOG – Bickham Covered Bridge NHC B (PID 92388)**” on the outside. Sealed bid shall be submitted to the Logan County Commissioner’s Office at the address listed above.

By signing the specified contract proposal, of which ODOT 2013 LPA Template (ODOT Spec Book and LPA Spec Book : ) has been incorporated, the bidder agrees to all of the below provisions.

Bid documents may be emailed at no charge. Bid packets may be picked-up at the Logan County Engineer’s Office, 1991 County Road 13, Bellefontaine, Ohio, 43311, during normal office hours of Monday through Friday from 7:30 A.M. to 4:00 P.M.. Contact the Logan County Engineer’s Office at 1-937-592-2791 for more information.

Bidders shall comply with provisions of the federal Davis Bacon prevailing wage requirements

Disadvantaged Business Enterprises (DBE) Goal is 0%.

All work, disputes, change orders and termination shall comply with the State of Ohio Department of Transportation Construction and Material Specifications dated January 1, 2013.

Bids will be furnishing labor, equipment, and materials.

Bids shall be unit price and total price.

As specified in R.C. 153.54, a bidder must submit a bid guaranty in the form of either with The Logan County Engineers Office and Ohio DOT named as obliges:

- (1) a bond for the full amount of the bid, or
- (2) a certified check, cashier’s check, or letter of credit in the amount of 10% of the bid.

Bidders shall comply with the provisions of the Americans with Disabilities Act of 1990.

Bids will be awarded to the lowest and best bidder, based on the grand total of the Unit Price Bid.

The Board of Commissioners reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on Logan County’s web page at:  
[http://loganco.co.logan.oh.us/engineer/Bid\\_Documents/index.html](http://loganco.co.logan.oh.us/engineer/Bid_Documents/index.html)

By Order of the Board of  
Logan County Commissioners

Kacy D. Kirby, Clerk/Admin.

Posted: July 2, 2015

Advertise: July 2, 2015

July 9, 2015

July 16, 2015

## LOGAN COUNTY SPECIFICATIONS

### GENERAL CONDITIONS:

It is the intent of these specifications to describe the labor and materials required for the following specific items that are to be addressed in the proposed lighting, fire protection and preservation project:

- The **Contractor** shall be responsible for design and installation (upon County Engineer's approval) of interior aesthetic lighting to illuminate the interior underside of the structures roof
- The **Contractor** shall be responsible for installation of a new timber deck
- The **Contractor** shall be responsible for applying fire retardant to all interior wood members
- The **Contractor** shall be responsible for re-staining all exterior wood siding
- The **Contractor** shall be responsible for cleaning the structural steel system prior to application of the protective coating system
- The **Contractor** shall be responsible for applying a 3 part organic zinc epoxy urethane protective coating to the structural steel system
- The **Contractor** shall be responsible for appropriate containment of power-wash wastewater, stain, flame retardant and other materials to prevent release of materials to waterway and surroundings.

The required contract provisions for federal-aid construction contracts (contained in ODOT's 2013 LPA template : May 14, 2014 revision) are hereby incorporated by reference.

**The Contractor will supply a completed "Government Business and Funding Contract" Form (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist.)**

A **pre-construction meeting** will be held to discuss the project. At this time information will be supplied as to the responsibilities of the contractor with regards to prevailing wage.

**SUPERVISION:** All work to be done under this Contract shall be under the supervision of the County Engineer or his authorized representative.

**SAFETY:** The Contractor shall have his equipment marked with all the necessary safety equipment required by law. The Contractor shall be responsible for the detour posting according to the map provided within the plan set cover page.

**LIABILITY:** The Contractor shall be able to furnish satisfactory evidence of automobile and general liability insurance coverage in an amount of no less than five million dollars (\$5,000,000), to ensure adequate payment for any unforeseen occurrence.

**TIME:** The Contractor shall prosecute his work with the utmost of speed, in the best workmanlike manner, in order to complete the Contract at the earliest time possible. There shall be no work on Saturdays, Sundays, or Holidays, without the prior approval of the County Engineer.

**The completion date is as follows: October 29, 2015**

All work shall comply with the State of Ohio Department of Transportation Construction and Material Specifications dated January 1, 2013.

All Contractors shall be pre-qualified by the State of Ohio Department of Transportation for Structural Steel Painting in order to perform the work designated in these specifications.

The Logan County Engineer's Office shall be notified 2 weeks prior to roadway closure for notifications to local schools and emergency services.

The project will comply with the Secretary of the Interior's Standards for Rehabilitation, as they apply to the covered bridge. District Environmental will provide future plan submittals to ODOT Office of Environmental Services and the Ohio Historic Preservation Office for review and comment.

If the scope of the project changes, or if the project is determined to require additional right-of-way, excavation, or instream work, the findings of the environmental document must be reevaluated.

## **OHIO REVISED CODE**

### **SECTION 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be non-responsive and disqualified from receiving further consideration.



- (d) Any political action committee affiliated with the corporation or business trust;
  - (e) Any combination of persons identified in (a) through (d) of this section.
5. I further certify compliance with division (J)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Corporation/Business Trust has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  6. I further certify that, in accordance with division (J) (4) (b) of Section 3517.13 of the Ohio Revised Code, if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Corporation/Business trust shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above named Corporation/Business trust to the penalties set forth in section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed by \_\_\_\_\_ in my presence

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Individuals or Non-Corporate Entities)  
(R.C. 3517.13(1)(3))**

STATE OF OHIO  
COUNTY OF LOGAN

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as  
[Name]  
\_\_\_\_\_ for \_\_\_\_\_  
[Title] [Entity]
2. In my position as \_\_\_\_\_, I have the authority  
[Title]  
to make the certifications contained herein on behalf of the above-named Entity.
3. On behalf of the above-named Entity, I do hereby certify that the following persons, if applicable, are in compliance with division (I)(1) of Section 3517.13 of the Ohio Revised Code:
  - (a) The individual;
  - (b) Each partner or owner of the partnership or other unincorporated business;
  - (c) Each shareholder of the association;
  - (d) Each administrator of the estate;
  - (e) Each executor of the estate;
  - (f) Each trustee of the trust;
  - (g) Each spouse of any person identified in (a) through (f) of this section;
  - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
  - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
  - (j) Any combination of persons identified in (a) through (i) of this section.
4. I further certify that if the above-named Entity is awarded a contract by the Board of Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (I)(2) of Section 3517.13 of the Ohio Revised Code:
  - (a) The individual;
  - (b) Each partner or owner of the partnership or other unincorporated business;
  - (c) Each shareholder of the association;
  - (d) Each administrator of the estate;
  - (e) Each executor of the estate;
  - (f) Each trustee of the trust;

- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I further certify compliance with division (I)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Entity has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
6. I further certify that, in accordance with division (I)(4)(b) of Section 3517.13 of the Ohio Revised Code, if the above-named Entity is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Entity shall, beginning on the date the contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named Entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed by \_\_\_\_\_ in my presence this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**COMPETITIVE BIDDER'S  
PERSONAL PROPERTY TAX AFFIDAVIT  
LOGAN COUNTY, OHIO (R.C. 5719.042)**

STATE OF OHIO:

: ss:

LOGAN COUNTY:

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that: (Check appropriate lines)

\_\_\_\_\_ He is a sole proprietorship doing business under his own name.

\_\_\_\_\_ He is a sole proprietorship doing business under the name of \_\_\_\_\_

\_\_\_\_\_ He is a general partner of the partnership known as \_\_\_\_\_

\_\_\_\_\_ He is a duly authorized officer of the corporation named \_\_\_\_\_

The business address of the bidder \_\_\_\_\_

\_\_\_\_\_ ; Telephone \_\_\_\_\_

The undersigned further says that the bidder at the time of submitting his or its bid:

\_\_\_\_\_ Was not charged with any delinquent personal taxes in Logan County, Ohio.

\_\_\_\_\_ Was charged with delinquent personal property taxes as follows:

YEAR	AMOUNT	PENALTY	INTEREST
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____

Signed: \_\_\_\_\_

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

STATE OF OHIO:

: ss:

LOGAN COUNTY :

Before me, a notary, in and for said county, personally appeared

\_\_\_\_\_ (sole proprietor doing business under his own name)

(sole proprietor doing business under the name of \_\_\_\_\_)

(general partner of the Partnership known as \_\_\_\_\_)

(duly authorized officer of the Corporation name \_\_\_\_\_),

who acknowledged that he is authorized in the premises and that his signing of this instrument is the free act and deed of himself or the organization which he represents.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at

\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

COMMISSIONERS:

\_\_\_\_\_ No delinquent taxes – file

\_\_\_\_\_ Delinquent taxes - sent to County Engineer

\_\_\_\_\_  
Clerk

**WRITTEN CONTRACT**

On acceptance of the proposal for said work \_\_\_\_\_ do hereby bind myself or ourselves this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015, to enter into a written contract with the  
Board of Logan County Commissioners within ten (10) days from date of notice of award.

**IF AN INDIVIDUAL, SIGN BELOW**

Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

**IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:**

Name \_\_\_\_\_ Address \_\_\_\_\_

Sole Owner \_\_\_\_\_ Telephone \_\_\_\_\_

**IF A PARTNERSHIP, SIGN BELOW:**

Name \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Telephone \_\_\_\_\_

Partner \_\_\_\_\_ Address \_\_\_\_\_

Partner \_\_\_\_\_ Address \_\_\_\_\_

Partner \_\_\_\_\_ Address \_\_\_\_\_

**IF A CORPORATION, SIGN BELOW:**

Incorporated under the laws of the State of \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ By \_\_\_\_\_

Title of Officer Signing

## FEDERALLY REQUIRED EEO CERTIFICATION

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

Plan Holders List  
For

**2014 LOGAN COUNTY – Bickham Covered Bridge NHC  
(PID: 92388, 2014 LOG – Bickham Covered Bridge NHC)**

**Brian Bros. Painting & Restoration**

4808 W. Versailles Road  
P.O. Box 1535  
Piqua, Ohio 45356  
Phone (937) 773-3458  
Fax (937) 773-5736

**Thompson Electric**

1180 W. Columbus Ave.  
P.O. Box 340  
Bellefontaine, Ohio 43311  
Phone (937) 599-4170  
Fax (937) 592-6056

**Tyevco Inc**

1678 W. Audubon Blvd  
Lancaster, Ohio 43130  
614-284-0251  
614-833-2820 Fax  
[tyevcoinc@att.net](mailto:tyevcoinc@att.net)

## BICKHAM COVERED BRIDGE BID

To the Commissioners of Logan County, Ohio:

The undersigned, having full knowledge of the site, plans and specifications for the project known as LOG BICKHAM COVERED BRIDGE, and the conditions of the bid, hereby agrees to furnish to the Commissioners of Logan County all services, labor, materials and equipment necessary to complete said project, according to the plans and specifications, and to accept the unit prices specified below as full compensation for the work.

Bid Date: Thursday July 23, 2015, at 10:00 A.M. Ohio Standard Time

REF NO.	ITEM NO.	QUAN	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
				<b>RICHLAND TOWNSHIP</b>		
				<b>LOG BICKHAM COVERED BRIDGE</b>		
1	514	12000	SF	Field Painting, Misc: Wood Stain		
2	514	2000	SF	Bare Steel Surface Preparation of Existing Structural Steel, As Per Plan		
4	514	2000	SF	Field Painting of Existing Structural Steel, Prime Coat, As Per Plan		
5	514	2000	SF	Field Painting of Existing Structural Steel, Intermediate Coat, As Per Plan		
6	514	2000	SF	Field Painting of Existing Structural Steel, Finish Coat, As Per Plan		
7	614	1	LUMP	Maintaining Traffic		
8	624	1	LUMP	Mobilization		
9	625	1	LUMP	Lighting, Misc: Bridge Lighting System		
10	SPECIAL	23000	SF	Structure, Misc: Fire Retardant		
11	SPECIAL	1568	SF	Structure, Misc: Deck Installation		
				<b>BID TOTAL:</b>		

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STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_

**OFFICE OF THE  
LOGAN COUNTY ENGINEER  
P.O. BOX 427  
1991 COUNTY ROAD 13  
BELLEFONTAINE, OH 43311  
www.co.logan.oh.us**

**SCOTT C. COLEMAN, P.E., P.S.  
LOGAN COUNTY ENGINEER**

**Telephone: (937) 592-2791  
Fax: (937) 599-2658**

**Addendum #1**

**For**

**2014 LOGAN COUNTY – Bickham Covered Bridge NHC  
(PID: 92388, 2014 LOG – Bickham Covered Bridge NHC)**

**April 6, 2015**

**Letting: July 23, 2015 @ 10:00am**

The deck on the Bickham Bridge is 16'W x 98'L

The decking shall be #65 Southern Yellow Pine

No incising required on Yellow Pine decking

The structural steel painter does not have to be ODOT pre-qualified

No instream work permitted under this project.

Cale D. Jacobs, P.E.  
Assistant Logan County Engineer





**SCOPE OF WORK:**

**PLAN NOTE:**

NO INSTREAM WORK IS PERMITTED UNDER THIS PROJECT. NO TEMPORARY FILL MAY BE PLACED BELOW THE ORDINARY HIGH WATER MARK DURING CONSTRUCTION OF THIS PROJECT. NO EQUIPMENT MAY BE PLACED BELOW THE ORDINARY HIGH WATER MARK. IF DEBRIS ENTERS THE WATERWAY DURING CONSTRUCTION, THE DEBRIS MUST BE REMOVED PROMPTLY, UTILIZING EQUIPMENT STAGED ABOVE THE ORDINARY HIGH WATER MARK.

THIS PROJECT IS LOCATED OVER A PORTION OF THE GREAT MIAMI-LITTLE MIAMI SOLE SOURCE AQUIFER. IN ORDER TO MINIMIZE THE POTENTIAL FOR A RELEASE IN THIS SENSITIVE AREA, ALL PROJECT RELATED FUELING AND/OR MAINTENANCE ACTIVITIES ARE TO BE UNDERTAKEN IN AN ENVIRONMENTALLY RESPONSIBLE MANNER. THE CONTRACTOR SHALL UTILIZE PROPER CONTAINMENT AND DIKING IN REFUELING AREAS, AND SHALL NOT STORE AND IDLE EQUIPMENT, FUELS AND ANY TOXIC/HAZARDOUS MATERIALS AND CHEMICALS NEAR ANY DRAINAGE WAYS, DITCHES OR STREAMS. A SPILL KIT IS TO BE MAINTAINED ON-SITE THROUGHOUT CONSTRUCTION ACTIVITIES. SPILLS OF FUELS, OILS, CHEMICALS OR OTHER MATERIALS WHICH COULD POSE A THREAT TO GROUNDWATER SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR. IF THE SPILL IS A REPORTABLE AMOUNT, THE CONTRACTOR MUST CONTACT THE RICHLAND TOWNSHIP FIRE DEPARTMENT AT 937-464-5233.

**WORK LIMITS:**

ALL OF THE ANTICIPATED WORK FALLS WITHIN THE EXISTING RIGHT OF WAY.

**ITEM SPECIAL - STRUCTURE, MISC.: 6" TIMBER STRIP FLOOR**

**DESCRIPTION:**

TIMBER SHALL CONSIST OF FURNISHING, CUTTING, PRESERVATIVE TREATMENT, PLACING AND ERECTING OF TIMBER AND THE FURNISHING AND INSTALLING OF ALL NECESSARY HARDWARE, AS SPECIFIED. THE TIMBER STRIP FLOOR SHALL CONSIST OF STRUCTURAL NO. 65 SOUTHERN YELLOW PINE (FB=1600 PSI, FT=1050 PSI, FV=110 PSI FC(PERPENDICULAR) = 440 PSI, FC = 1000 PSI, E = 1600 KSI). STRIPS SHALL BE FREE OF ANY CHECKS, SPLITS OR SHAKES.

**MATERIALS:**

MATERIALS SHALL CONFORM TO THE FOLLOWING:  
STRUCTURAL TIMBER AND LUMBER SHALL CONFORM TO AASHTO M 168 WITH THE FOLLOWING ADDITIONS: TIMBER AND LUMBER SHALL BE AIR DRIED OR KILN DRIED TO A MOISTURE CONTENT NOT TO EXCEED 19 PERCENT BY WEIGHT. SIZE AND GRADE SHALL CONFORM TO AMERICAN LUMBER STANDARDS. ALL STRUCTURAL TIMBER AND LUMBER ORIGINATING WITHIN THE STATE OF OHIO SHALL BE SUBJECT TO INSPECTION BY AN AUTHORIZED INSPECTOR OF THE DEPARTMENT. ALL UNTREATED LUMBER ORIGINATING OUTSIDE THE STATE OF OHIO SHALL BE GRADED UNDER THE RULES OF ONE OF THE FOLLOWING ASSOCIATIONS:

- (1) WEST COAST LUMBER INSPECTION BOARD
- (2) WESTERN WOOD PRODUCTS ASSOCIATION
- (3) SOUTHERN PINE INSPECTION BUREAU
- (4) NORTHERN HARDWOOD AND PINE MANUFACTURERS ASSOCIATION

THE UNTREATED LUMBER SHALL BE GRADED BY AND BEAR THE MARK OF AN AGENCY CERTIFIED FOR GRADING LUMBER UNDER THE RULES OF ONE OF THE ABOVE ASSOCIATIONS. THE LABORATORY HAS A LISTING OF APPROVED AGENCIES. ALL TREATED TIMBER AND LUMBER ORIGINATING OUTSIDE THE STATE OF OHIO SHALL BE CERTIFIED BEFORE TREATMENT AS TO GRADE, SPECIES AND GRADING AGENCY BY THE FOLLOWING MEANS:

- (A) A CERTIFICATE OF INSPECTION FROM AN APPROVED GRADING AGENCY.
- (A MARK OF IDENTIFICATION ON ONE END OF EACH PIECE INDICATING THE GRADE, GRADING AGENCY, AND PRODUCER. SUCH IDENTIFICATION IS TO BE APPLIED BY THE MANUFACTURER PRODUCING THE MATERIAL.

**PRESERVATIVE TREATMENT FOR STRUCTURAL TIMBER AND LUMBER:**

STRUCTURAL TIMBER AND LUMBER SHALL CONFORM TO THE CURRENT AWWA STANDARDS AND REQUIREMENTS OF THIS SPECIFICATION.

MATERIAL TREATED OUTSIDE THE STATE OF OHIO SHALL BEAR THE IDENTIFICATION MARK OF THE INSPECTION AGENCY. A CERTIFICATE OF INSPECTION FOR TREATMENT SHALL BE FORWARDED TO THE DEPARTMENT. AN AGENCY QUALIFIED AND APPROVED BY THE DEPARTMENT FOR SUCH INSPECTION SHALL MAKE THE REQUIRED INSPECTION AND THE COST OF THIS INSPECTION AND FURNISHING OF THE REPORTS SHALL BE INCLUDED IN THE PRICE BID FOR MATERIAL. THE SUPPLIER SHALL FURNISH A NOTARIZED CERTIFICATE OF CONFORMANCE WITH EACH SHIPMENT OF MATERIAL STATING THE SIZE, SPECIES, QUANTITY SHIPPED, PROJECT NUMBER, SOURCE OF MATERIAL, WHERE TREATED, TYPE OF TREATMENT, DATE TREATED, RETENTION IN POUNDS PER CUBIC FOOT, CHARGE NUMBER, INSPECTION AGENCY, INSPECTION REPORT NUMBER, AND DATE ISSUED.

**MATERIALS:**

THE TIMBER MEMBERS SHALL BE TREATED BY CHROMATED COPPER ARSENATE (CCA) IN PRESERVATIONS. THE TIMBER SHALL HAVE A MINIMUM PRESERVATIVE RETENTION OF 0.6 POUNDS PER CUBIC FOOT OF LUMBER.

**PREPARATION FOR TREATMENT:**

**SORTING**

WHENEVER IT IS PRACTICAL THE MATERIAL SHALL BE SORTED INTO ONE KIND OR DESIGNATED GROUP OF KINDS OF WOOD AND INTO PIECES OF APPROXIMATELY EQUAL SIZE, MOISTURE AND SAPWOOD CONTENT, THIS WILL INSURE THE CONTACT OF TREATING MEDIUM WITH ALL SURFACES.

**STRIP FLOOR**

THE TIMBER SHALL BE ALL OF THE SAME SPECIES IN ANY ONE STRUCTURE, SURFACED ON ALL SIDES. THE DECK SHALL HAVE A NOMINAL HEIGHT OF 6 INCHES, WITH A FINISHED HEIGHT OF 5 1/2 INCHES. STRIPS SHALL HAVE A WIDTH NOT TO EXCEED 3 INCHES EXCEPT FOR END BLOCKS AT DECK JOINTS. THERE SHALL BE NO VARIATION OF MORE THAN 1/8 INCH FROM THE SPECIFIED DIMENSIONS IN MATERIAL HAVING THE SAME AMOUNT OF SURFACING AND NO VARIATION OF DEPTH OF MORE THAN 1/8 INCH BETWEEN ADJACENT STRIPS. ALL STRIPS ON A STRUCTURE SHALL HAVE THE SAME SURFACING. STRIPS SHALL EXTEND ENTIRELY ACROSS THE ROADWAY WITH NO SPLICES.

EACH STRIP OF FLOOR SHALL BE PLACED AGAINST THE PRECEDING STRIP LAID, THE GREATER DIMENSION BEING VERTICAL, AND SHALL BE SPIKED TO THE PRECEDING STRIP AT EACH END AND AT APPROXIMATELY 12 INCH INTERVALS USING CUT SPIKES OR DRIVE DOWELS OF 1/4 INCH NOMINAL SIZE THAT WILL REACH THROUGH THE ADJACENT STRIP. THE STRIPS SHALL BE SECURELY FASTENED TO THE STEEL STRINGERS BY THE USE OF APPROVED METAL CLIPS. CARE SHALL BE TAKEN TO HAVE EACH STRIP VERTICAL AND TIGHT AGAINST THE PRECEDING ONE AND BEARING EVENLY ON ALL JOISTS. ANY SPECIAL TOOLS OR EQUIPMENT NECESSARY TO SECURE THIS RESULT SHALL BE USED. THE STRIPS SHALL BE LAID IN STRAIGHT PARALLEL LINES. IF THE LAST STRIP PLACED DOES NOT FIT SNUGLY AGAINST THE ADJACENT STRIP, CAREFUL MEASUREMENTS OF THE OPENING SHALL BE MADE AND STRIPS OF LENGTH TO PROPERLY STAGGER THE JOINTS SHALL BE RIPSAWN TO MAKE A TIGHT FIT. IN NO CASE WILL SPREADING OF ADJACENT STRIPS TO TAKE UP THIS FINAL GAP DISTANCE BE PERMITTED.

**FRAMING**

ALL ADZING, BORING, CHAMFERING, FRAMING, GRADING, MORTISING, SURFACING, ETC., SHALL BE DONE PRIOR TO TREATMENT AS LONG AS POSSIBLE.

**INCISING**

A SUITABLE POWER-DRIVEN MACHINE BEFORE TREATMENT SHALL INCISE ALL TIMBER WITH THE EXCEPTION OF RAIL AND RAIL POSTS WHEN THE LEAST DIMENSION IS 2 INCHES OR OVER. LUMBER HAVING A THICKNESS OF 3 INCHES AND OVER SHALL BE INCISED ON ALL FOUR SIDES. LUMBER LESS THAN THREE INCHES THICK SHALL BE INCISED ON THE WIDE FACES ONLY, EXCEPT WHERE INDICATED ON THE PLANS. THE SPACING AND SHAPE OF THE CUTTING TEETH AND THE METHOD OF INCISING SHALL BE SUCH AS TO PRODUCE A UNIFORM PENETRATION. THE DEPTH OF THE INCISION SHALL BE NOT LESS THAN THE FOLLOWING:

SIZE	MINIMUM DEPTH OF INCISION (IN)
2 X 12	3/8
3 X 12	7/16
4 X 12	1/2
6 X 12	5/16
10 X 12	5/8
12 X 12	3/4

**AMOUNT OF PRESERVATIVE**

THE NET RETENTION IN ANY CHARGE SHALL NOT BE LESS THAN 90 PERCENT OF THE QUANTITY OF PRESERVATIVE SPECIFIED; HOWEVER, THE AVERAGE RETENTION BY THE MATERIAL TREATED UNDER ANY CONTRACT OR ORDER AND THE AVERAGE RETENTION OF ANY FIVE CONSECUTIVE CHARGES SHALL BE AT LEAST 100 PERCENT OF THE QUANTITY SPECIFIED. THE MINIMUM AMOUNTS OF PRESERVATIVE RETAINED SHALL BE AS SPECIFIED BY AASHTO M 133 WHICH ARE THOSE SET FORTH IN THE REFERENCED AMERICAN WOOD-PRESERVERS' ASSOCIATION STANDARD P5-02. ALL SPECIES OF STRUCTURAL TIMBER AND LUMBER SHALL BE TREATED ACCORDING TO THE CURRENT AWWA STANDARD SPECIFICATIONS.

**HARDWARE**

HARDWARE SHALL BE OF A GOOD QUALITY AND STANDARD MAKE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECT DIMENSIONS.

BOLTS, WASHERS, LAG SCREWS, NAILS, SPIKES, TWISTED DRIVE DOWELS, ANCHOR PLATES (FOR FLOOR) AND SIMILAR ITEMS SHALL BE CONSIDERED HARDWARE.

CAST IRON OGEE OR MALLEABLE RIBBED WASHERS SHALL BE USED UNDER THE HEADS OF LAG SCREWS AND AT BOTH ENDS OF BOLTS BEARING ON TIMBER.

ALL HARDWARE NAILS, SPIKES, TWISTED DRIVE DOWELS, CAST IRON AND MALLEABLE WASHERS SHALL BE GALVANIZED STEEL ACCORDING TO CMS 711.02.

**GENERAL**

HOLES FOR BOLTS SHALL BE DRILLED TO THE EXACT SIZE OF BOLTS. HOLES FOR DOWELS AND DRIFT BOLTS SHALL BE DRILLED 1/16 INCH SMALLER THAN THE DIAMETER OF THE DOWEL OR DRIFT BOLT. HOLES FOR LAG SCREWS SHALL BE NEAT SIZE IN THE HELD TIMBER AND THE SIZE OF THE SCREW AT ROOT OF THREADS FOR HOLDING TIMBER.

INCLUDE BOTH A WASHER AND A LOCK WASHER ON THE BOTTOM OF EACH BOLT.

**METHOD OF MEASUREMENT:**

STRIP FLOORS, INCLUDING THE END PLANKS FOR STRIP FLOORS, SHALL BE MEASURED IN SQUARE FEET.

**BASIS OF PAYMENT**

PAYMENT WILL BE MADE AT CONTRACT PRICES PER SQ. FT. FOR ITEM SPECIAL - STRUCTURE, MISC.: 6" STRIP FLOOR.

**ITEM 514 - PAINTING OF STRUCTURAL STEEL**

ALL EXISTING FLOOR SYSTEM STRUCTURAL STEEL SHALL BE CLEANED AND FIELD PAINTED ACCORDING TO THE SPECIFICATIONS OF ITEM 514. THIS SHALL INCLUDE, BUT NOT LIMITED TO, ALL FLOOR BEAMS STRINGERS, CROSSFRAMES, TENSION RODS, AND CONNECTIONS. APPLY A THREE-COAT PAINT SYSTEM CONSISTING OF AN ORGANIC ZINC PRIME COAT, AN EPOXY INTERMEDIATE COAT, AND A URETHANE FINISH COAT. THE COATING SYSTEM SHALL CONFORM TO ODOT SPECIFICATION 708.02.

PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE PER SQUARE FOOT FOR ITEM 514: BARE STEEL SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL AND ITEM 514: FIELD PAINTING OF EXISTING STRUCTURAL STEEL (PRIME, INTERMEDIATE AND FINAL COAT).

**ITEM 514 - FIELD PAINTING, MISC.: WOOD STAIN**

THIS ITEM CONSISTS OF PROVIDING ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO APPLY A WOOD STAIN TO ALL EXTERIOR EXPOSED WOOD SURFACES OF THE BRIDGE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, THE SIDING, THE TRUSS MEMBERS, FASCIA, AND EAVES. WOOD STAIN SHALL BE WOODSCAPES 100 PERCENT ACRYLIC SOLID COLOR STAIN BY SHERWIN-WILLIAMS COMPANY, OR AN APPROVED EQUAL. THE COLOR SHALL MATCH THE ORIGINAL COLOR OF THE EXISTING EXTERIOR COMPONENTS BEING PAINTED AS CLOSE AS POSSIBLE AND TO THE SATISFACTION OF THE ENGINEER. THINNING IS NOT PERMITTED.

TWO SEPARATE COATS SHALL BE APPLIED BY BRUSH IN ACCORDANCE WITH THE MANUFACTURE'S RECOMMENDATIONS.

THE BRIDGE SHALL BE CLEANED OF DUST AND DEBRIS PRIOR TO APPLICATION OF THE WOOD STAIN TO ENSURE ADHERENCE TO THE WOOD. THE CLEANING SHALL BE TO THE SATISFACTION OF THE ENGINEER.

PAYMENT WILL BE MADE AT THE CONTACT UNIT PRICE PER SQUARE FOOT FOR ITEM 514 - FIELD PAINTING, MISC.: WOOD STAIN.

**ITEM SPECIAL - STRUCTURE MISC.: FIRE RETARDANT**

THIS ITEM CONSISTS OF PROVIDING ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO APPLY FIRE RETARDANT TO ALL EXPOSED WOODEN SURFACES INSIDE AND ON THE UNDERSIDE OF THE STRUCTURE. FIRE RETARDANT SHALL CONSIST OF ONE COAT OF FLAME CONTROL #168 SEALER (INITIAL COAT) AND TWO COATS OF FLAME CONTROL #149 FIRE RETARDANT (INTERMEDIATE AND FINAL COAT) AS PROVIDED BY FLAME CONTROL COATINGS OF 4120 HYDE PARK BOULEVARD, NIAGRA FALLS, NEW YORK 14302, (716)282-1399, OR APPROVED EQUAL. THE LOCAL CONTACT IS: SHERWIN-WILLIAMS COMPANY 316 SOUTH MAIN STREET BELLEFONTAINE, OH 43311-1720 TELEPHONE NUMBER (937)592-0806

SPECIFIC INSTRUCTIONS FOR APPLICATION PROVIDED BY THE SUPPLIER SHALL BE FOLLOWED TO ASSURE MAXIMUM PROTECTION.

THE BRIDGE SHALL BE CLEANED OF DUST, DEBRIS, AND NON-ADHERENT PAINT PRIOR TO APPLICATION OF THE FIRE RETARDANT TO ENSURE ADHERENCE TO THE WOOD. THE CLEANING SHALL BE TO THE SATISFACTION OF THE ENGINEER. IF THE SURFACE OF APPLICATION IS NOT DEEMED CLEAN BY THE ENGINEER, IT SHALL BE RECLEANED OF DUST AND DEBRIS AT NO ADDITIONAL COST TO THE OWNER.

PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE PER SQUARE FOOT FOR ITEM SPECIAL - STRUCTURE MISC.: FIRE RETARDANT.

DESIGN AGENCY  
LOGAN COUNTY ENGINEER'S OFFICE  
1891 C.R. 13, P.O. BOX 427  
BELLEFONTAINE, OHIO 43311

DATE  
10/28/2014  
REVIEWED  
SOC  
STRUCTURAL FILE NUMBER  
4633431

DRAWN  
MAK  
REVISION  
BDD  
CHECKED  
SOC

GENERAL NOTES  
LOG BICKHAM COVERED BRIDGE OVER THE  
SOUTH FORK OF THE GREAT MIAMI RIVER

LOG BICKHAM  
COVERED BRIDGE

**ITEM 631 - INSTALL SERVICE ENTRANCE AND LED LIGHTING**

THIS ITEM CONSISTS OF PROVIDING ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO INSTALL A SERVICE ENTRANCE AND LED LIGHTING. THE FOLLOWING NOTES APPLY:

1. INSTALL A 60 AMP, 120/240 VOLT, SERVICE ENTRANCE ON THE OUTSIDE WALL AT ONE END OF THE BRIDGE. EXTEND A GALVANIZED CONDUIT MAST THROUGH THE OVERHANG FOR SUPPORT OF THE DROP FROM DP&L. INSTALL GROUNDING AS REQUIRED BY THE CODE.
2. INSTALL A 4 CIRCUIT, RAIN-TIGHT PANEL WITH A 60 AMP MAIN BREAKER. THIS PROJECT REQUIRES 1 20-AMP BREAKER.
3. EXTEND A 1/2-INCH GALVANIZED CONDUIT FROM THE PANEL TO EACH SIDE FOR THE FEED TO THE LIGHTS. THE LIGHTS WILL BE CONTROLLED BY A PHOTO CELL FOR DUSK TO DAWN OPERATION. THIS PROJECT REQUIRES 1 PHOTO CELL.
4. THE FIXTURES WILL EXTEND THE ENTIRE LENGTH OF THE BRIDGE. EACH SIDE WILL BE FED AT ONE END, AND THE FIXTURES WILL BE CONNECTED TOGETHER WITH FEED THRU WIRING.
5. ALL WORK IS TO BE PERFORMED DURING NORMAL WORKING HOURS WITH THE ASSUMPTION THAT THE BRIDGE WILL BE CLOSED TO ALL TRAFFIC. ALL TRAFFIC CONTROL AND CLOSING OF THE BRIDGE IS TO BE DONE BY THE OWNER.
6. LIGHTING TO BE PROJECTED ONTO INTERIOR UNDERSIDE OF ROOF TO ILLUMINATE THE INTERIOR UNDERSIDE OF THE ROOF AS SHOWN IN THE 'RENDERING OF LIGHTING PROJECTION'.

**DETAILS**

MOUNT TYPE: SURFACE MOUNT SINGLE FEATURE  
 OPTICS: 100° BEAM ANGLE WATTAGE: 6 W/FT  
 LUMENS: 1496 LUMENS EFFICACY: 51 LM/W CRI: 82 MAX CANDELA: 615 CD/M²  
 LUMEN MAINTENANCE: WHITE 75,000 HRS L70 INPUT VOLTAGE: 120V TO 277V  
 FIXTURE WATTAGE: 6 W/FT TOTAL POWER CONSUMPTION: 7.4 W/FT  
 COLOR TEMPERATURE: WHITE LIGHT 35K=3500K  
 LIGHT DIRECTION: U = UPLIGHT  
 FINISH: WILL SPECIFY FINISH

**PHYSICAL PROPERTIES**

HOUSING: ALUMINUM EXTRUSION WITH CAST ALUMINUM END CAPS, POWDER-COATED FINISH  
 LENS: MEDLEY VIEW; TEMPERED GLASS  
 OPERATING TEMPERATURE: -20° C TO 40° C  
 FIXTURE LENGTH: 48-INCH

**WARRANTY**

5 YEAR

**CABLING**

ACJ-5: 5-FOOT POWER/DATA JUMPER

**ADDITIONAL OPTIONS**

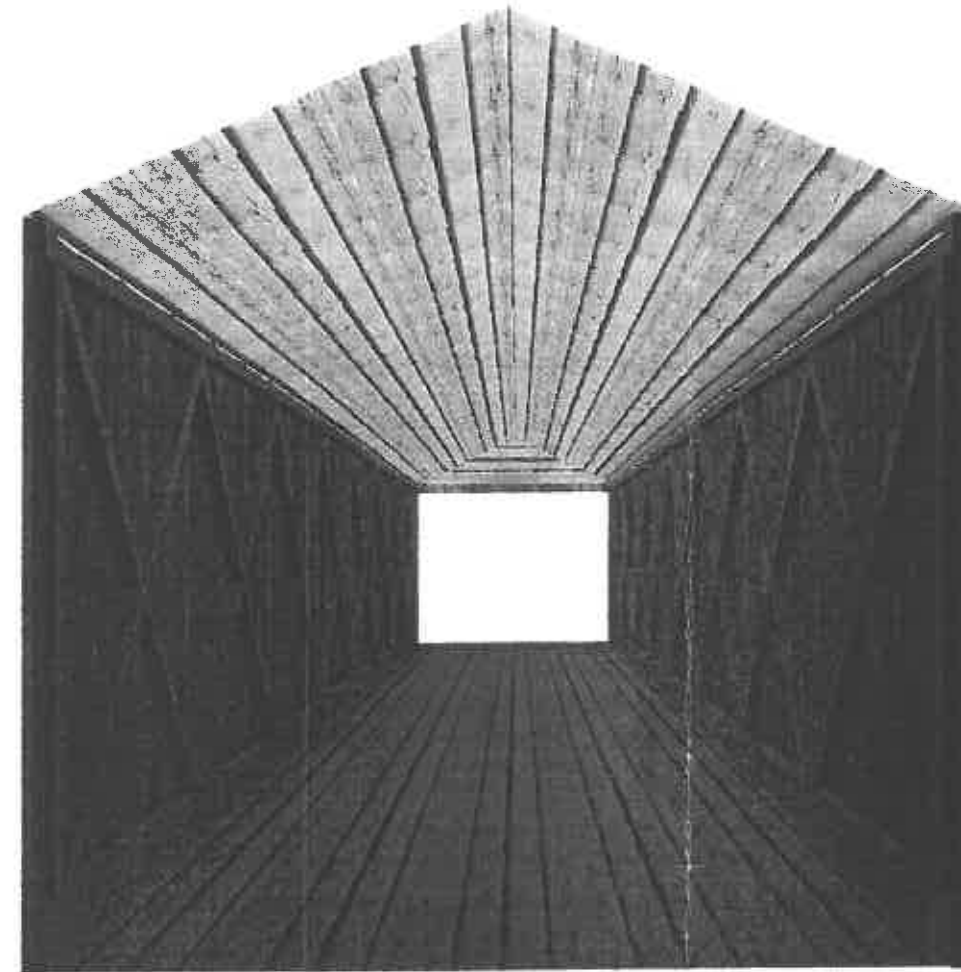
ACV FEED THRU WIRING  
 CORROSION RESISTANT FINISH

**ITEM 625 LIGHTING, MISC.: BRIDGE LIGHTING SYSTEM**

THIS ITEM OF WORK CONSISTS OF THE DESIGN AND CONSTRUCTION OF A LIGHTING SYSTEM FOR THE BRIDGE. DETAILS HAVE BEEN PROVIDED IN THE PLANS ON SHEET 3. MATERIAL ITEMS SHOWN ON THE PLANS ARE FOR INFORMATION AND GUIDANCE ONLY AND DOES NOT NECESSARILY REFLECT ALL REQUIRED MATERIAL NEEDED TO PROVIDE A COMPLETE AND OPERATIONAL LIGHTING SYSTEM. THE CONTRACTOR'S DESIGN MUST BE SUBMITTED TO THE ENGINEER FOR THEIR APPROVAL. SHOP DRAWINGS OF ALL REQUIRED MATERIALS MUST BE SUBMITTED TO THE ENGINEER FOR THEIR APPROVAL. THE CONTRACTOR SHALL COORDINATE THE DESIGN AND WORK WITH THE ELECTRICAL SERVICE PROVIDER.

THE LUMP SUM PRICE FOR ITEM 625 LIGHTING, MISC.: BRIDGE LIGHTING SYSTEM SHALL INCLUDE PAYMENT FOR THE DESIGN AND ALL LABOR, EQUIPMENT, MATERIALS, AND INCIDENTALS NECESSARY TO DESIGN AND CONSTRUCT THE BRIDGE LIGHTING SYSTEM.

**RENDERING OF LIGHTING PROJECTION**



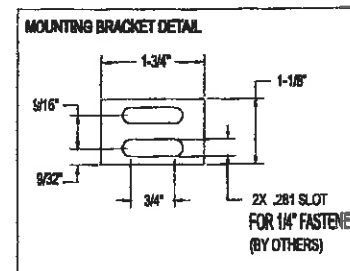
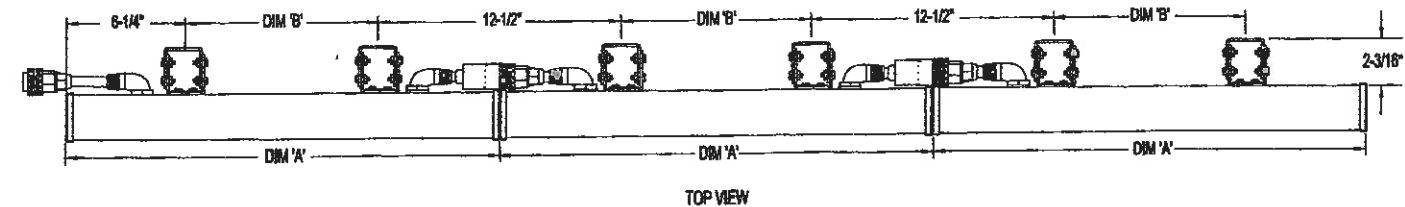
**Calculation Summary**

Label	CalcType	Units	Avg	Max	Min
Floor	Illuminance	Fc	5.06	7	2

**Luminaire Schedule**

Catalog Number for the Label A: MVW / 6 / 35K / 100° / U / SMS / 48" / X / SF / CRF / ACV

Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
	44	A	SINGLE	1400	1.0	Insight Medley View Series 6W/FT 35K LED



Fixture Length	24"	36"	48"
Dim. A	24-5/8"	36-5/8"	48-5/8"
Dim. B	12-1/8"	24-1/8"	36-1/8"

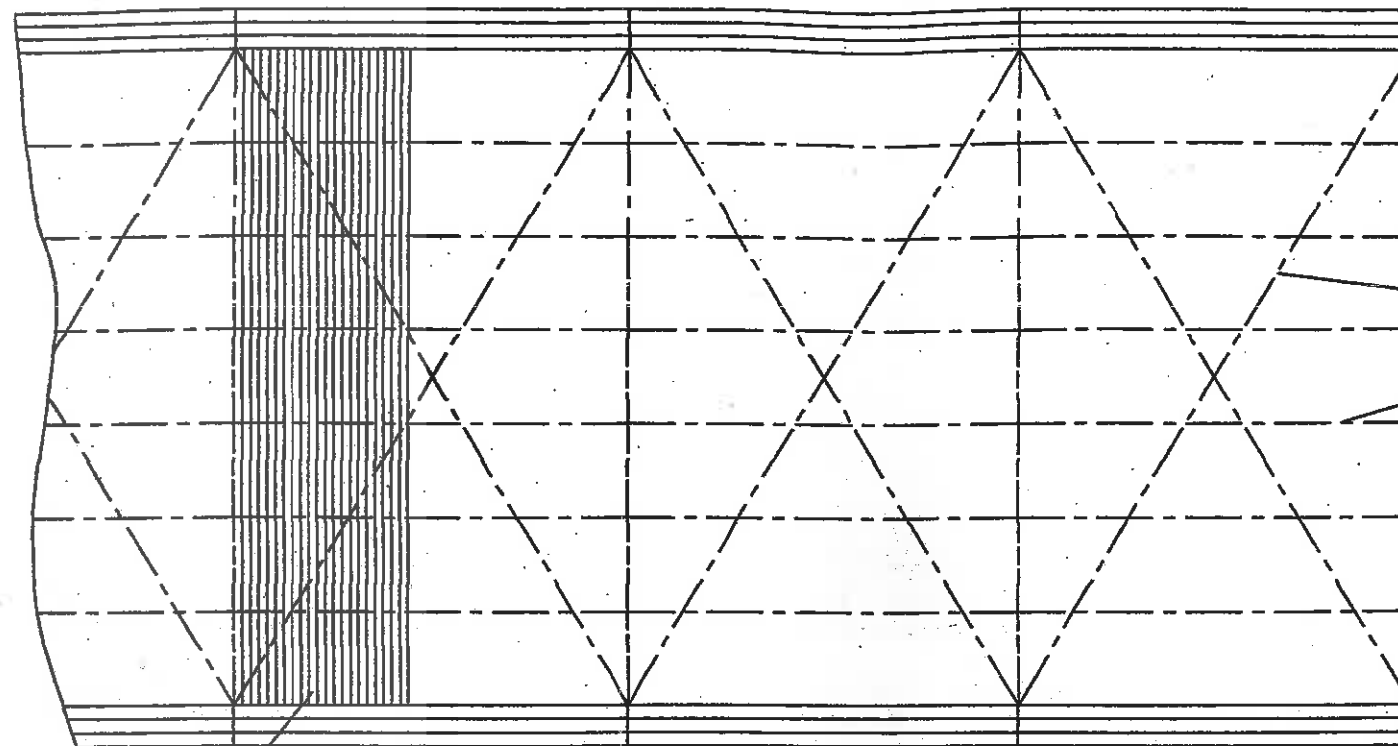
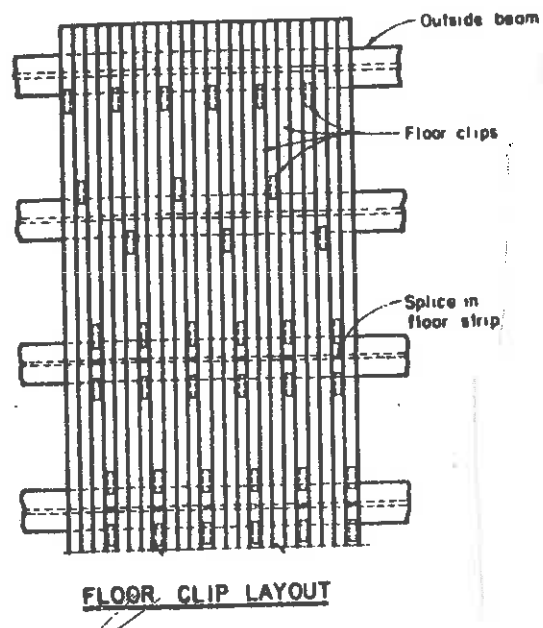
DESIGN AGENCY  
**LOGAN COUNTY ENGINEER'S OFFICE**  
 1981 C.R. 1.3, P.O. BOX 427  
 BELLEFONTAINE, OHIO 43311

DATE  
 10/28/2014  
 REVIEWED  
 SOC  
 STRUCTURAL FILE NUMBER  
 4633431

DRAWN  
 MJK  
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 SOC

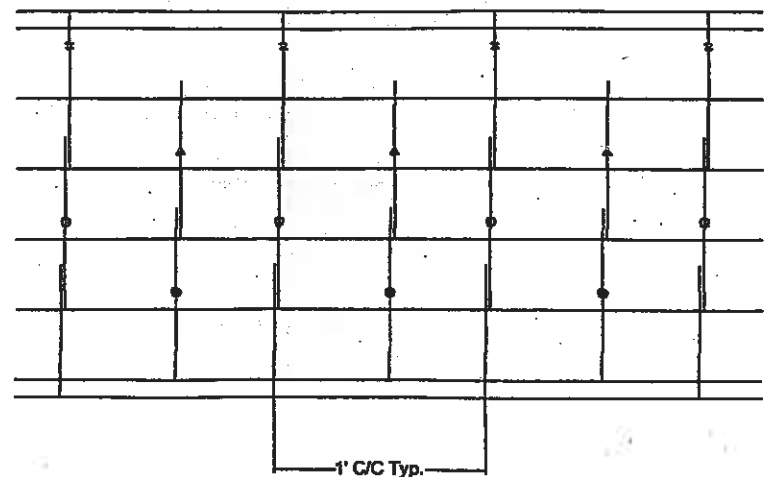
**ELECTRICAL NOTES**  
 LOG BICKHAM COVERED BRIDGE OVER THE  
 SOUTH FORK OF THE GREAT MIAMI RIVER

**LOG BICKHAM  
 COVERED BRIDGE**



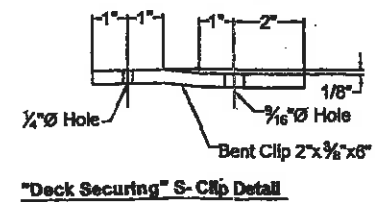
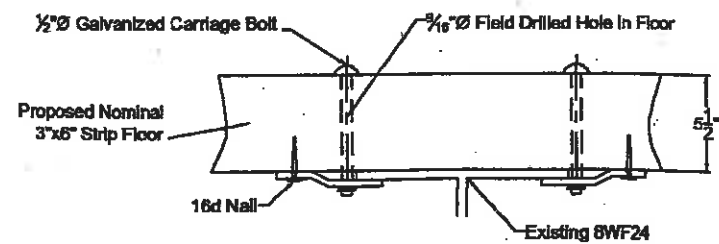
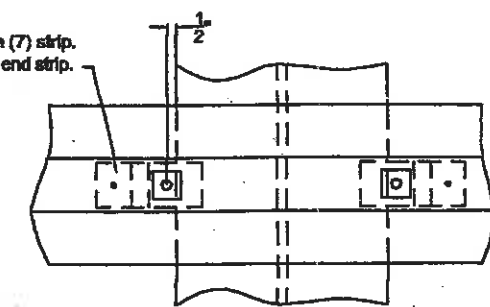
Existing 3"x4" Strip Floor to be Removed and replaced using Nominal 3"x6", Pressure Treated, Dense Structural 65 Southern Yellow Pine. (adjacent strips to be nailed together using 60d galvanized spikes at 12" o/c.)

**PLAN VIEW**  
Existing Floor System  
scale exaggerated to show detail



**Stagger Pattern Plan and Elevation**  
(Proposed Strip Floor)  
x ● ○ = Nail Row Designations

Clips spaced at every seventh (7) strip.  
Use one pair of clips at each beam for end strip.



**"Deck Securing" S-Clip Detail**

OFFICE OF THE  
LOGAN COUNTY ENGINEER  
P.O. BOX 427  
1991 COUNTY ROAD 13  
BELLEFONTAINE, OH 43311  
www.co.logan.oh.us

SCOTT C. COLEMAN, P.E., P.S.  
LOGAN COUNTY ENGINEER

TELEPHONE: (937) 592-2791  
FAX: (937) 599-2658

LPA  
Certification of Right of Way Control Letter 1

October 29, 2014

Ohio DOT Central Office  
Laura S. Leffler  
Mailstop #3260  
1980 W. Broad Str.  
Columbus, Oh 43223

Re: **2014 LOG – Bickham Covered Bridge NHC**  
PID: 92388  
Federal Project Number: E120(118)

I certify that:

1. **STATUS OF THE REQUIRED RIGHT OF WAY:** The acquisition of right of way was not required. All work proposed is within the existing right of way.

Respectfully submitted,



Scott C. Coleman, P.E., P.S.  
Logan County Engineer  
SCC/WTB/mb

With each plan submittal, provide the following information. This information will assist the District 7 Environmental Section with the plan review.

<input type="checkbox"/> Yes	Do the construction limits on the current plans exceed the limits of the "worst case" construction limits previously provided to the District?
<input checked="" type="checkbox"/> No	If Yes, attach a summary of Station, Road Side (left or right), and Property Owner of each affected parcel. Provide revised "worst case" construction acreage for each affected parcel.
<input type="checkbox"/> Yes	Does the current anticipated permanent right-of-way acreage required from any parcel exceed the anticipated permanent right-of-way acreage originally presented to the District?
<input checked="" type="checkbox"/> No	If Yes, attach a summary of Station, Road Side (left or right), and Property Owner of each affected parcel. Provide original anticipated permanent right-of-way and current anticipated permanent right-of-way for each affected parcel.

<b>General Commitments:</b>	
<b>Environmental Commitments Made and Resources to be Avoided</b>	<b>Design Disposition</b>
The project sponsor must ensure that all local schools and emergency services which are likely to utilize this segment of CR 38 are notified of the detour not less than 2 weeks prior to the road closure.	LOGAN COUNTY B2D PACKAGE PAGE #3 LOGAN COUNTY SPECIFICATIONS
The project will comply with the Secretary of the Interior's Standards for Rehabilitation, as they apply to the proposed covered bridge work. District Environmental will provide future plan submittals to ODOT Office of Environmental Services and the Ohio Historic Preservation Office for review and comment.	↓
If the scope of the project changes, or if the project is determined to require additional right-of-way, excavation, or instream work, the findings of the environmental document must be reevaluated.	
Project plans must provide for appropriate containment of power-wash wastewater, stain, flame retardant and other materials to prevent a release of materials to the waterway and surroundings.	

<b>Plan Notes:</b>	
<b>Environmental Commitments Made and Resources to be Avoided</b>	<b>Location in Plans</b>
No instream work is permitted under this project. No temporary fill may be placed below ordinary high water mark during construction of this project. No equipment may be placed below the ordinary high water mark. If debris enters the waterway during construction, the debris must be removed promptly, utilizing equipment staged above the ordinary high water mark.	PAGE #2 OF 3
This project is located over a portion of Great Miami-Little Miami Sole Source Aquifer. In order to minimize the potential for a release in this sensitive area, all project related fueling and/or maintenance activities are to be undertaken in an environmentally responsible manner. The Contractor shall utilize proper containment and diking in refueling areas, and shall not store and idle equipment, fuels and any toxic/hazardous materials and chemicals near any drainage ways, ditches or streams. A spill kit is to be maintained on-site throughout construction activities. Spills of fuels, oils, chemicals or other materials which could pose a threat to groundwater shall be cleaned up immediately by the Contractor. If the spill is a reportable amount, the Contractor must contact the Richland Township Fire Department at 937-464-5233.	PAGE #2 OF 3

*By signing the specified contract proposal, of which the ODOT 2013 LPA Template (ODOT Spec Book and LPA Spec Book) has been incorporated, the bidder agrees to all of the below provisions.*

**ODOT's 2013 LPA Template (ODOT Spec Book and LPA Spec Book)  
Required Contract Provisions.**

**1. ODOT'S 2013 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS**

**With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's 2013 Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.**

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCE" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

<b>Excluded 2013 Specifications</b>			
Section 102.01	Section 103.01	Section 105.19	Section 108.09
Section 102.03	Section 103.02	Section 107.04	Section 109.06
Section 102.06	Section 103.04	Section 107.13	Section 109.09
Section 102.09	Section 103.05	Section 108.01	Section 109.12(A)
Section 102.10	Section 103.06	Section 108.02(B)	Section 109.12(B)
Section 102.11	Section 103.07	Section 108.02(E)	Section 109.12(E)
Section 102.13	Section 104.02(A)	Section 108.02(F)	
Section 102.14	Section 105.05	Section 108.02(G)	
Section 102.17	Section 105.13	Section 108.08	

**2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES**

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

**A. Federal Requirements.** All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

**B. State Requirements.** All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

**C. Exceptions.** ODOT may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. ODOT may grant such exceptions under either of the following conditions:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

**D. Proof of Domestic Origin.** Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

**3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

**4. PREQUALIFICATION**

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

**5. PN033 - 10/15/2004 - AS PER PLAN DESIGNATION**

**(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)**

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

## 6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

## 7. **PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE**

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

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

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

## 8. **PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES**

(a) Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding



of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

*"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -*

- (a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- (b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- (c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**9. PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

**1. GENERAL**

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the LPA, ODOT and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

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, or national origin. Such action shall include: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

The contractor will designate and make known to the LPA contracting officer(s) an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable to effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity 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:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

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

- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- (2) The contractor's equal employment opportunity 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.

5. RECRUITMENT

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Executive Order 1 1246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. 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, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to

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

7. TRAINING AND PROMOTION

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- 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 ODOT and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive

referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify ODOT.

9. SUBCONTRACTING

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the LPA's personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
  - (1) the number of minority and non-minority group members and women employed in each work classification on the project;
  - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
  - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and;
  - (4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the LPA, ODOT and the Federal Highway Administration.
- c. The contractors will submit to the LPA and ODOT a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

10. **PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT**  
 The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

**11. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS**

In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the date fixed for the opening of bids.

**12. PN 020 – 10/17/2008 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>. These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf>

**Effective 1/1/08 the New Hire Definition will be as follows:**

Individual who has a break in service (not on an employer's payroll) for a period of 60 days or longer and the person affected is not a salaried employee, but belongs to a union craft. If this person is rehired the following Spring (construction industry), that person is to be considered a new hire even though the individual may have worked for the contractor the previous construction season or prior years. Individuals compensated for training or incidental work which does **not cause a break in unemployment compensation**, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 60 days or longer.

**Effective 4/1/09:**

A new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 60 days or more, would **not** qualify the employee as a new hire for that contractor.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. 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 females 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 affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor

has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order 11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area. <http://www.dol.gov/ofccp/TAguides/consttag.pdf> page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities includes the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. <http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. <http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. 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.

**13. PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM**

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities, and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the

availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used, to discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report
  - A. To be completed on each trainee
  - B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
  - C. To be submitted to the ODOT District in which the Contractor's home office is located.
2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the ODOT District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the ODOT District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the ODOT EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.



14. **PN 059 - 10/15/2004 - 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 for 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 Determination  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D. C. 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, D. C. 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 requester 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, D. C. 20210

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

15. **PN 061 – 07/09/2009 - WAGE SCALE ON ALL FEDERAL-AID PROJECTS**

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. LPA must formally incorporate into contract documents.

*Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.*

This USDOL wage decision may be viewed, by accessing the United States Department of Labor

(USDOL) website at:

<http://www.wdol.gov/dba.aspx#3>

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.

Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

Employee name, address, classification, and hours worked.

2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The project number and pay week dates.
4. Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

**The applicable wage and fringe rates for this project are to be incorporated in their entirety as an attachment to the executed contract.**

**16. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING**

1. The prospective bidder certifies, by signing and submitting this bid 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. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**17. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT**

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

**REPORTING BID RIGGING**

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.

**18. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE**

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime contractor shall make a good faith effort to ensure that all its employees, while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

**19. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM**

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker’s Compensation (“OBWC”) Drug-Free Safety Program (“DFSP”) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program (“DFWP”) approved by the OBWC, the LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the LPA.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

The LPA will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers’ Compensation’s DFSP Discount Program or a similar program approved by the Bureau of Workers’ Compensation within 8 days of the bid opening. Furthermore, the LPA will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

**20. OHIO WORKERS’ COMPENSATION COVERAGE**

The Contractor must secure and maintain valid Ohio workers’ compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid workers’ compensation coverage must be submitted to the LPA before the contract will be executed by the LPA..

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers’ compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if its or any of its subcontractor’s workers’ compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers’ compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

**21. PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY**

The Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

**22. PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE**

The Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

**23. PN 024 - 10/15/2004 - US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS**

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit, and/or the NPDES Stormwater Permit and as a result an assessment or fine is made or levied against the Ohio Department of Transportation and/or the LPA, the Contractor shall reimburse ODOT or the LPA within thirty (30) calendar days of the notice of assessment or fine or the LPA or ODOT may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the Contractor's refusal or failure to comply with the permits.

The Contractor shall make all necessary or required adjustments to the Storm Water Pollution Plan or plan quantities to adhere to the above permits and shall be paid in accordance with the contract. The Engineer will make the weekly and rainfall inspections of the work as required by the NPDES.

**24. PN 007 - 10/15/2004 - TRUCK LEASING (Required if DBE goal on the project)**

The Code of Federal Regulations Title 49, Section 26.55(d) (4) (5) (6) governs trucking operations. This section states that the Disadvantaged Business Enterprise (DBE) may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE will receive credit for only the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. The law requires that a lease must indicate that the DBE has exclusive use of and control over the truck for credit to be accorded to the DBE. This does not

preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

In lieu of a truck owner displaying the name and identification number of the DBE, the truck owner shall be required to furnish a photocopy of the lease agreement, thereby fulfilling the rule without causing undue hardship on any entity.

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. When the materials or supplies are obtained from a DBE manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. When the materials or supplies are purchased from a DBE regular dealer or supplier the prime contractor may receive credit for 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

For subcontract agreement (C-92) purposes the following definitions will be used:

**Install** - DBE contractor who obtains goods, materials and supplies and fixes in place, for use, the same goods, materials and supplies. (e.g., DBE contractor obtains and fixes in place re-bar on project site). Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

**Stockpiling** - DBE Contractor/Trucker who delivers materials, goods, or supplies to project site. 60% credit toward prime's DBE goal.

**Tailgating** - DBE Contractor/Trucker who delivers and installs materials, goods, or supplies to project site. Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

## **25. PN 013 – 04/18/2014 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

It is the policy of the Ohio Department of Transportation that Disadvantaged Business Enterprises (DBEs) shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor must use its best efforts to solicit bids from and to utilize DBE subcontractors with meaningful minority groups and female representation among their employees. Consequently, the requirements of Title 49 CFR Part 26 and Ohio Revised Code §5525.011 apply to this contract. The Contractor must ensure that the DBE subcontractor(s) is performing a "commercially useful function" as defined in CFR 26.55.

The percentage indicated on the front cover of this bid is the percent of the contract amount which must be subcontract to certified ODOT DBE firms. The percentage goal may be met if the awarded Contractor is DBE certified.

In order to be assured that the Contractor complies with this contract requirement the Contractor shall provide certified payrolls from its DBE subcontractors where appropriate. When the Contractor utilizes a service, for example trucking, to satisfy a part or its entire contractual goal, the Contractor, when requested, must provide a copy of each canceled check issued to the DBE service provider until the goal amount is

reached. The Department shall total the amounts of the canceled checks and compare that total to the subcontract agreement by the parties and the C-92 issued to the Contractor for the work to be performed by the DBE subcontractor.

#### **WAIVER PROCESS FOR DBE GOAL**

The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the DBE Services Section. The written request must indicate a good faith effort was made to meet the goal and be sent to the DBE Services Section, Division of Construction Management, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for a DBE goal waiver is received:

1. Dollar value and % of DBE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and DBE subcontractor utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the DBE's.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided DBE's with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive DBE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of DBE's that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting bids.
8. All solicitations made by the Contractor for subcontracting opportunities and DBE quotes through the Small Business Network.
9. Documentation of good faith efforts (GFE) to meet the DBE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the DBE goal.

The Department will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Attention: Deputy Director, Division of Construction Management  
1980 West Broad Street, Mail Stop 4110  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the contractor did not document sufficient good faith effort.

As part of this reconsideration, the contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the contractor a written decision on reconsideration explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the US Department of Transportation. However, it is appealable to the Court of Claims.

## **SANCTIONS**

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

- 1) letter of reprimand;
- 2) liquidated damages computed up to the amount of goal dollars not met;
- 3) cross-withhold from future projects;
- 4) contract termination and/or
- 5) other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions include, but are not limited to:

- 1) the magnitude and the type of offense;
- 2) the degree of the Contractor's culpability;
- 3) any steps taken to rectify the situation;
- 4) the Contractor's record of performance on other projects including, but not limited to:
  - a. annual DBE participation over DBE goals;
  - b. annual DBE participation on projects without goals;
  - c. number of complaints the Ohio Department of Transportation has received from DBEs regarding the Contractor; and
  - d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
- 5) whether the Contractor falsified, misrepresented, or withheld information.

## **GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT**

The ODOT requires a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The ODOT requires the prime contractor to notify the Local Public Agency (LPA) immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor must obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts to the LPA. The LPA in turn would forward amended subcontracts / documentation of good faith efforts to the ODOT District EEOCC for final approval.

If the contractor fails or refuses to comply in the time specified, the LPA will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default letter.



## TERMINATING A DBE SUBCONTRACTOR

The prime contractor/consultant may not remove any DBE subcontractor (or an approved substitute DBE firm) that was submitted toward the DBE goal without prior written consent from the LPA. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Before making a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing of its intent to request to terminate and/or substitute and the reason for the request to the LPA with copies to the ODOT District EEOCC and the DBE subcontractor. This request must be submitted via the Request to Terminate/Substitute DBE Form. The prime contractor must give the DBE firm five (5) days to respond to the prime contractor's notice. During this time, the DBE firm must advise the DBE Program Manager and the prime contractor the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g. safety), the LPA may allow for a response period less than five days. After the five days have passed, the LPA will provide written consent only if it is agreed that the prime contractor has good cause to terminate the DBE firm.

The LPA will consider the following circumstances as good cause to terminate a DBE firm:

- The listed DBE subcontractor fails or refuses to execute a written contract;
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The LPA with ODOT concurrence, determines that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- The DBE firm is determined to be in material breach of the contract;
- Other documented good cause that compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In the event that a substitute DBE subcontractor cannot be found, the prime will be asked to submit evidence that a Good Faith Effort was made to substitute a DBE subcontractor for the item(s) of work.

In the event that a substitute DBE subcontractor is found, the prime contractor will be asked to furnish the LPA with a copy of the new subcontract agreement for approval by the ODOT District EEOCC.

**26. PN - 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT  
(Required if DBE goal on the project)**

The Code of Federal Regulations 49, 26.37(b), requires the LPA to monitor and verify that work committed to Disadvantaged Business Enterprise (DBE) firms at contract award is actually performed by the DBE's. Additionally, the LPA is required to report the DBE participation on each project, including all work, materials or service sublets. Therefore, it is the LPA's responsibility to discern whether payments are made to DBE firms. An affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the prime contractor and subcontractor, or by the subcontractor and DBE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223.

**27. WAIVER OF CM&S 614.03**

ODOT's 2013 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

**28. ODOT AS OBLIGEE ON BOND**

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an obligee.

**29. NON-DISCRIMINATION PROVISIONS**

1) **Compliance with Regulations:** The CONTRACTOR will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the CONTRACTOR will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a contract or 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 Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or 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 STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or STATE / FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor procurement as the LPA or STATE / FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor, or supplier as a result of such direction, the CONTRACTOR may request the LPA / STATE to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

## 29. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. 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 design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents

the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

(iii) 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 federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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



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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 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving

an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into

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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.

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**DAVIS-BACON**  
**WAGE DETERMINATIONS**



**DAVIS-BACON ACT (EXCERPT FROM 40 U.S.C. § 3142)**

**PHYSICAL INCLUSION OF WAGE DETERMINATION(S) IN  
BID SPECIFICATIONS AND CONTRACT**

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**DAVIS-BACON ACT, AS AMENDED**  
(Excerpt from 40 U.S.C. § 3142)

The advertised specifications for every [covered] contract in excess of \$2,000 . . . shall contain

a provision stating the minimum wages to be paid various classes of laborers and mechanics.

. . . The minimum wages shall be based on the wages that the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics

employed on projects of a character similar to the contract work

in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

[Emphasis added.]

## **PHYSICAL INCLUSION OF WAGE DETERMINATION(S) IN BID SPECIFICATIONS AND CONTRACT**

DOL regulations, at 29 C.F.R. Part 1, establish the procedures for predetermining the **wage rates required to be included in bid specifications/contracts** for construction projects to which the Davis-Bacon and related Acts apply. (See excerpt, above, from the Davis-Bacon Act.) The Federal Acquisition Regulations (FAR) also discuss the application of proper wage determinations in 48 C.F.R. Subpart 22.4 – “Labor Standards for Contracts Involving Construction.”

It is important for the actual wage determination(s) to be physically included in the bid specifications/contract. Contractors need to see the minimum wages they will be required to pay while they develop their cost estimates for work to be performed. Most Davis-Bacon wage determinations are available at [www.wdol.gov](http://www.wdol.gov).

It is generally the responsibility of the **federal agency** that funds or assists Davis-Bacon covered construction:

- ◇ To ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contract(s). (See 29 C.F.R. § 1.5, and 1.6(b)).
- ◇ To advise contractors which schedule of prevailing wages applies to various construction items if a contract includes multiple wage schedules.
- ◇ To be able/ready to advise contractors regarding the duties performed by the various crafts in the wage determination, if they inquire. If two or more classifications in the applicable wage determination may perform the work in question, an area practice survey may be required. Where the classifications are from a single sector of the industry (union or non-union), data needs to be collected only from that sector of the construction industry (for the type of construction involved). Where union and non-union-based classifications are involved, the data should be obtained from both segments. (See the “area practice” section of the materials in the “DB/DBRA Compliance Principles” chapter, below, for a detailed discussion of area practice surveys.)

Questions and disputes regarding the application of the proper Davis-Bacon wage determination(s) to covered construction projects should be referred to the WHD Branch of Construction Wage Determinations.

It can be disruptive and costly for an agency to correct a situation where a covered contract is awarded without a wage determination, or with the wrong wage determination (i.e., a

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wage determination that by its terms or according to the requirements of 29 C.F.R. Part 1, further discussed below, clearly does not apply to the contract). When this happens, **corrective action** is required:

The agency shall terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order provided that the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law. [29 C.F.R. § 1.6(f)].

## **GENERAL AND PROJECT WAGE DETERMINATIONS**

The WHD issues two types of Davis-Bacon wage determinations: general determinations and project determinations.

The term “wage determination” includes not only the original decision but any subsequent decisions modifying, superseding, correcting, or otherwise changing the rates and/or scope of the original decision.

### **General Wage Determinations (GWDs)**

- ◇ GWDs are now in effect nationwide for most counties for each general type of construction – building, residential, highway, and heavy. In many areas separate schedules are also issued for sewer and water line construction, for dredging, and for certain other types of projects which would otherwise be categorized as “heavy” construction.
- ◇ **Annual editions** of the GWDs are issued in the first quarter of each calendar year (“rollover”). Each annual edition supersedes the previous GWDs, and the wage decision numbers reflect the year of a new edition.
- ◇ Any changes in wage rates on the GWDs are made in weekly updates, generally on Friday, and are reflected in modification numbers on the GWD.
- ◇ On September 26, 2005, the Wage Determinations On Line website (<http://www.wdol.gov>) became the official site for all Davis-Bacon GWDs. This is a free on-line service. The hard copy publication previously available through the Government Printing Office of the Superintendent of Documents is no longer published.

### **Project Wage Determinations**

Project Wage Determinations are obtained on a case-by-case basis for individual projects where:

- ◇ There is no GWD in effect for a county/type of construction needed for an upcoming project, or

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- ◇ Virtually all the work on a contract will be performed by a classification that is not listed in the GWD that would otherwise apply and bid opening/award has not yet taken place.

To request a project wage determination, a **Standard Form 308 (SF-308)** "Request for Determination and Response to Request" should be used by the agency (normally a federal agency).

- ◇ If the project involves multiple types of construction, the requesting agency should attach information indicating the expected cost breakdown by type of construction.
- ◇ The time required for processing requests for a wage determination varies according to the facts and circumstances in each case. An agency should anticipate that such processing will take at least 30 days.
- ◇ The completed SF-308 should be sent to:
  - U.S. Department of Labor
  - Wage and Hour Division
  - Branch of Construction Wage Determinations
  - Washington, D.C. 20210
- ◇ SF-308's can be downloaded from the "Library" section of the WDOL website (<http://www.wdol.gov>). The SF-308 is also available at FAR 48 C.F.R. § 53.301-330.

Project decisions are applicable **only to the particular project** for which they are issued and are **effective for 180 days**. If a project decision is not used in the period of its effectiveness, it is void.

- ◇ Accordingly, if it appears that a wage determination may expire between bid opening and contract award, the agency should request a new project wage determination sufficiently in advance of the bid opening to assure receipt prior thereto.
- ◇ However, when due to unavoidable circumstances, a project wage determination expires before award but after bid opening (or other date specified in 29 C.F.R. § 1.6(a)(1) for certain HUD programs), an extension of the project wage determination's expiration date may be requested from and granted by the WHD Administrator if certain conditions are met. (See "Wage Determination Extensions," below.)

**“Special” Project Wage Determinations** are issued for retroactive application to covered contracts let without a Davis-Bacon wage determination, or with a wage determination which by its terms or the provisions of 29 C.F.R. Part 1 clearly does not apply to the contract – for example, if a wage determination for the wrong county or an out-of-date wage decision has been included in an awarded contract, and there was no GWD in effect for the given county and type of construction at the time of contract award. 29 C.F.R. § 1.6(f).

## **MODIFICATIONS AND SUPERSEDEAS DECISIONS**

Both GWDs and project wage determinations may be modified or superseded from time to time.

- ◇ Wage determinations are normally updated either:
  - ◇◇ to apply the results of a new survey, or
  - ◇◇ to update union rates to reflect collectively bargained changes in wage and fringe benefit rates (escalators) for classifications for which negotiated rates have been determined to be prevailing (for a given type of construction in the given geographic area).
- ◇ "Supersedeas wage decisions" replace the prior GWDs, and carry wage decision numbers that reflect the new year. Supersedeas decisions have a modification number of "0" followed by the date of issuance.
- ◇ "Modifications" are listed numerically on the wage determination modification record for that year's edition. The date of issuance of the modification follows the modification number. A modification to a GWD replaces the entire GWD that it modifies.



## WAGE DETERMINATION EXTENSIONS AND CLERICAL ERROR CORRECTIONS

### Extensions

Bid solicitation documents must be amended to include modifications to a GWD or a new project wage determination (if the project wage determination expired); unless the contracting/assisting agency requests an extension from the WHD and the WHD Administrator grants the extension. An agency may request an extension after bid opening if:

- ◇ GWD: Award does not take place within 90 days after the bid opening,
- or
- ◇ Project wage determination: The determination expires prior to award.

For certain HUD-assisted projects, different dates apply to when an extension may be requested. 29 C.F.R. §§ 1.6(c)(2)(iv) and 1.6(a)(1), respectively.

A request for an extension must be supported by a written finding, including factual support that the extension is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of government business.

Example: A public commission must review bid documents after bid opening and before award, and the prospective bidders have agreed to continue their bids in effect during the review period.

### Correction Of Inadvertent Clerical Errors

Upon his or her own initiative, or at the request of an agency, the WHD Administrator may correct any wage determination if she/he finds that the determination contains an inadvertent clerical error. Such corrections shall be included in any on-going contracts containing the wage determination in question, retroactively to the start of construction, and also in any bid specifications containing the wage determination (for example, after bid opening). 29 C.F.R. § 1.6(d), reiterated in the FAR at 48 C.F.R. § 22.404-7.

## **SELECTING THE PROPER WAGE DETERMINATION(S)**

The DBA requires the DOL to determine prevailing wage rates for inclusion in covered contracts based upon those paid to “corresponding classes of laborers and mechanics employed on **projects of a character similar to the contract work** in the **civil subdivision of the State in which the work is to be performed**, or in the District of Columbia if the work is to be performed there. . . .” (Emphasis added.)

A “wage determination” is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the WHD Administrator has determined to be prevailing in a given area (usually a county) for a particular type of construction.

Consider these three basic factors in selecting Davis-Bacon wage determinations:

1. Location
2. Type of Construction
3. Current Wage Determination(s)

### **Location**

It is a longstanding practice that Davis-Bacon wage determinations are made on a county-by-county basis. Identify the **State and county** where the construction work will be performed. In some cases a project may be located in **more than one county and/or State**. In such cases include the proper wage determinations for each county/State where work is to be performed under the contract. The bid specifications must also include instructions specifying the contract work to which each wage determination applies.

### **Type Of Construction**

#### **“Projects Of A Similar Character”**

As a matter of longstanding policy, DOL has distinguished four general types of construction for purposes of making prevailing wage determinations: building construction, residential construction, heavy construction, and highway construction. All Agency Memoranda Nos. 130 and 131 provide guidance in the application of this policy. Generally, for wage determination purposes, a project consists of all construction necessary to complete a facility regardless of the number of contracts involved, so long as all contracts awarded are closely related in purpose, time, and place.

All Agency Memorandum No. 130 – “Application Of The Standard Of Comparison ‘Projects of a Character Similar’ Under the Davis-Bacon And Related Acts” – provides general descriptions of each general type of construction and includes lists of examples in each general category. In brief:

**Building Construction** includes the construction, rehabilitation and repair of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies.

**Residential Construction** includes the construction, rehabilitation, and repair of single family houses, townhouses, and apartment buildings of no more than four (4) stories in height.

**Highway Construction** includes the construction, alteration or repair of roads, streets, highways, runways, parking areas and most other paving work not incidental to building or heavy construction.

**Heavy Construction** is a “catch-all” category which includes those projects which cannot be classified as Building, Residential or Highway. Heavy construction is often further distinguished on the basis of the characteristics of particular projects, such as dredging, water and sewer line, dams, major bridges and flood control projects.

Any questions or disputes regarding the appropriate classification of a project with regard to type of construction should be referred to the WHD for resolution prior to bid opening (or other appropriate wage determination lock-in date; a discussion of “lock-in-dates” may be found in the “Area Practice” section of the “DBA/DBRA Compliance Principles” chapter of this Resource Book.) A request for a ruling should include a complete description of the project and other relevant information, such as wage payment data from similar construction projects in the local area, documentation of the views of parties in dispute, and other material interested parties wish to have considered. This may be appropriate where questions arise concerning the proper categorization of an entire project or particular portions of a project. (Below is a brief discussion on how to determine when multiple wage schedules should be applied to different types of construction to be performed on a project and when lesser portions of a project will be considered incidental to the main type of construction to be performed.)

## Type Of Construction

### “Multiple Types Of Construction” Versus “Incidental Construction”

All Agency Memorandum No. 131 provides further guidance, particularly on the application of multiple wage determinations for projects that involve more than one type of construction.

- ◇ Where a project includes construction items that in themselves would be classified differently with regard to type of construction, **multiple classification(a) as to type of construction may be justified if such items are a substantial part of the project.**
- ◇ The application of wage schedules/determinations for more than one type of construction is appropriate if such items that fall in a separate type of construction will comprise at least 20% of the total project cost and/or cost at least \$1 million.
- ◇ Generally, if such items that in themselves would be classified as a separate type of construction will be less than 20% of the total project cost and will cost less than \$1 million, they are considered **incidental** to the primary type of construction involved on the project, and a separate wage determination is not applicable, unless there is an established local area practice to the contrary.
- ◇ Where multiple wage determinations are incorporated into the bid specifications/contract it is very important also to **provide instructions specifying the contract work to which each wage determination applies.** 29 C.F.R. § 1.6(b), reiterated in the FAR at 48 C.F.R. § 22.404-2.
  - ◇◇ Such instructions are needed not only when the wage determinations for different types of construction (and/or locations) are in separate “Wage Decisions,” but also where wage determinations for various types of construction (and/or counties) have been consolidated into a single “Wage Decision.” (This has often been done for administrative convenience in issuing wage determinations.)
  - ◇◇ Because of the complexities in the application of multiple schedules, the contracting agency should consult with the WHD Branch of Construction Wage Determinations to resolve any questions.

**Current Wage Determination(s)**

It is the **responsibility of the federal agency** to ensure that the appropriate **up-to-date** wage determination is included in the bid/RFP or grant documents, and that **modifications** are included up to the time of award, or other applicable wage determination lock-in date.

Section 1.6 of Regulations, 29 C.F.R. Part 1 sets forth, in detail, the requirements regarding inclusion of **up-to-date** wage determinations in bid/contract documents:

- ◇ As a **general rule**, which particularly affects negotiated contracts (RFPs), the most up-to-date wage determination(s) issued at the time of **contract award** must be incorporated into Davis-Bacon covered contracts. 29 C.F.R. § 1.6(c)(2)(i).
- ◇ For contracts entered into pursuant to competitive bidding procedures, an **exception** provides that wage determination updates issued less than **10 days** before the opening of bids shall be effective unless there is not a reasonable time still available before bid opening to notify bidders of the update, and a report of the finding to that effect is inserted in the contract file. 29 C.F.R. § 1.6(a)(2)(i)(A).
  - ◇◇ However where a GWD applies, if the contract is not awarded within **90 days** after bid opening (or other applicable dates for certain HUD projects), modifications to the wage determination(s) must be incorporated into the contract up to award, unless the contracting/assisting agency requests and obtains an extension of the 90-day period. 29 C.F.R. § 1.6(c)(3)(iv).

Similarly, if, due to unavoidable circumstances, a **project wage decision** expires between bid opening and contract award (or other applicable dates for certain HUD projects), the contracting/assisting agency may request an extension instead of a new project wage determination. 29 C.F.R. § 1.6(a)(1).

- ◇◇ Note: For further guidance in the application of other dates to HUD-assisted projects, it is appropriate to contact a HUD labor advisor. See: <http://www.hud.gov/offices/olr/laborrelstf.cfm>.
- ◇ “Modifications” to Davis-Bacon wage determinations and “Supersedes” wage determinations issued after award of a contract do not apply to a contract. 29 C.F.R. § 1.6(c)(2)(ii). A Davis-Bacon wage determination that is appropriately applied to a covered contract normally establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract.

- ◇◇ After bid opening/award of a contract, properly applied Davis-Bacon wage determinations will not be modified, except rarely, such as where a correction of an inadvertent clerical error is issued. 29 C.F.R. § 1.6(b) and (c), reiterated in the FAR at 48 C.F.R. §§ 22.404-2 and 22.404-7. *See also* 29 C.F.R. § 1.6(b)(e), (f) and (g), and FAR at 48 C.F.R. § 22.404-9.
- ◇◇ With regard to multi-year term contracts, such as are common at military installations, see All Agency Memorandum No. 157. (Also, FAR guidance at 48 C.F.R. § 22.404-12 applies to federal agencies.)
- ◇ **In pre-bid conferences, contractors should be advised/encouraged to review the Davis-Bacon wage determinations in the bid documents, and to raise any questions/complaints they have during the advertising period.** Often, out-of-date rates, errors, and wrong assumptions regarding the application of Davis-Bacon wage determinations can be corrected prior to bid opening/award, which, if not corrected then, and brought to light later will be deemed **untimely complaints.**

## **GENERAL WAGE DETERMINATIONS (GWDs)**

### **How to Locate GWDs**

The WDOL web site (<http://www.wdol.gov>) contains all current wage determinations as well as previous modifications to the wage determinations (archived wage determinations) and a listing of the wage determinations to be modified in the next publication cycle.

Current, archived, or due to be revised Davis-Bacon wage determinations can be found by selecting one of these options from the “Davis Bacon Act” main menu:

- Selecting DBA WDs
- Archived WDs
- WDs to be revised

### **Current GWDs**

A current wage determination can be obtained by choosing “**Selecting DB WDs**” from the Davis Bacon Act Main Menu (illustrated below) and then by:

- ◇ Entering the wage decision number, if known,

OR

- ◇ Entering selection criteria, which will automatically select the applicable wage determination by:

- State
- County
- Type of Construction

OR

- ◇ Browsing by state/territory

Each of these methods is illustrated on the following sample screen.

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**DB WAGE DETERMINATIONS**

**By WHD Number**

Select DBA WD by number:

(Enter WD number in the following format: two letter abbreviation for the state and the number of the WD. For example, VA3, NOT VA030003 or MD150 NOT MD030150.)

OR

**By Selection criteria**

State:

County:

Construction Type:

(Types of Construction Under DBA)

WD Number:

OR

**By State**

**Browse by state/territory.**



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Previous (Archived) GWDs

A previous modification of a wage determination can be obtained by choosing "Archived WDs" from the "Davis Bacon Act" Main Menu and entering the publication year of the wage determination and the wage determination number as illustrated in the sample screen below).

***Archived Davis-Bacon Act Wage Determinations***

**When DBA WDs are revised, the current revision is available on WDOL.gov (Selecting DBA WDs). The old WD is archived on this page. (Archived WDs are for Information Purposes Only: WDOL User's Guide: Sec. C.4.e)**

Search:

Enter a DBA WD Number:   (Enter DBA WD numbers in the following format: two-letter abbreviation for the state, and the number of the WD. For example, DBA WD "VA030003" is entered "VA3"; DBA WD "MD030150" is entered "MD150")

Future GWDs (to be revised)

A listing of the wage determinations scheduled to be modified in the next publication cycle can be obtained by choosing "WDs due to be revised" from the "Davis Bacon Act" Main Menu as illustrated below in the sample screen.

**Davis-Bacon Act Wage Determinations Due To Be Revised**

The following DBA General Wage Determinations have been revised or created new and will be available at WDOL.gov on or after October 12, 2007

AL070056 WITHDRAWN  
CA070001  
CA070002  
CA070004  
CA070009  
CA070013

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**DB WAGE DETERMINATIONS**

**How to Interpret a GWD**

Each wage determination begins with a **cover sheet** that defines its applicability by:

- ◇ The decision number.
- ◇ The number of the decision superseded, if applicable.
- ◇ State(s) covered.
- ◇ Type of construction (building, heavy, highway, and/or residential).
- ◇ County(ies), parishes, and/or city(ies) covered.
- ◇ Description of the construction to which the wage determination applies and/or construction excluded from its application.
- ◇ Record of modifications, including the initial publication date, modification numbers and dates.

The cover sheet is illustrated in the sample screen below.

-----  
General Decision Number: LA130007 08/17/2007 LA7

Superseded General Decision Number: LA20120007

State: Louisiana

Construction Type: Heavy

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes flood control, water & sewer lines, and water wells. Also includes elevated storage tanks in all listed parishes except Plaquemines and St. James. Excludes industrial construction-chemical processing, power plants, and refineries)

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013

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**DB WAGE DETERMINATIONS**

**Classifications, Basic Hourly Rates, and Fringe Benefits**

In the body of each wage determination is the listing of classifications (laborers and mechanics) and accompanying basic hourly wage rates and fringe benefit rates that have been determined to be prevailing for the specified type(s) of construction in the geographic area(s) covered by the wage determination.

- ◇ Classification listings may also include classification groupings, fringe benefit footnotes, descriptions of the geographic areas to which sub-classifications and different wage rates apply, and/or certain classification definitions.
- ◇ Above each classification (or group of classifications) listed, an alphanumeric "identifier" and date provide information about the source of the classification(s) and wage rate(s) listed for it. The discussion of "Classification Identifiers," below, focuses on information about the source of a rate (union or non-union).

In wage determination modifications, an asterisk ("\*") is used to indicate that the item marked is changed by that modification.

An example of this information is illustrated below:

-----		
PLUM0060-002 06/04/2012		
JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES		
	Rates	Fringes
PLUMBER/PIPEFITTER (excluding pipe laying).....	\$ 26.88	10.42
-----		
* PLUM0198-005 07/01/2007		
ST. JAMES PARISH (Northwestern Portion):		
	Rates	Fringes
PLUMBER (excluding pipe laying).....	\$ 25.04	10.38
-----		
SULA2004-007 05/13/2004		
	Rates	Fringes
CARPENTER (all other work).....	\$ 13.75	2.60
Laborers:		
Common/Landscape.....	\$ 9.88	0.00
Fence.....	\$ 11.24	0.00
Flagger.....	\$ 8.58	0.00
Mason Tender.....	\$ 7.25	0.00
Pipelayer.....	\$ 9.84	0.00
PIPEFITTER (excluding pipelaying).....	\$ 17.52	4.51
-----		

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**Classification Identifiers (Union Majority Prevailing and “Survey” Weighted Average)**

The body of each wage determination lists the classifications 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 particular rates are union majority or survey weighted average wage rates.

Some wage determinations contain only survey weighted average wage rates, some contain only union-negotiated majority wage rates, and others contain both union majority and survey weighted average wage rates that have been found to be prevailing in the area for the type of construction covered by the wage determination.

**Union Identifiers**

- ◇ An identifier beginning with characters **other than SU** denotes that the **union** classification(s) and wage rate(s) have been found prevailing. The first four letters indicate the international union for the local union that negotiated the wage rates listed under that identifier (see listing below). The four-digit number that follows indicates the local union number.

**Example:**

-----		
PLUM0198-005 01/01/2013		
ST. JAMES PARISH (Northwestern Portion):		
	Rates	Fringes
PLUMBER (excluding pipe laying).....	\$ 25.04	10.42
-----		

The identifier is PLUM0198-005 07/01/2007. PLUM = Plumbers; 0198 = the local union number (district council number where applicable); and 005 = internal number used in processing the wage determination. The date following these characters is the effective date of the most current negotiated rate.

- ◇ Special identifiers are necessary for two trades because the same local union number(s) is accompanied by different wage rates in different states. Bricklayers local union numbers are not unique nationwide, but are unique within each State. Similarly, Sprinkler Fitters Local Union No. 699 has negotiated different wage rates in each State within its territorial jurisdiction. Therefore, the identifiers for the Bricklayers unions are in the format “BR + state abbreviation,” (referenced below as BRXX), and the identifier “SF + state abbreviation” is used for Sprinkler Fitter Local No. 669’s rates.

- ◇ It is common for many local unions to negotiate wage rates for more than one classification. Where this is done, all the classifications for which that union's wage rates are determined to be prevailing will appear under the identifier for that union.

**Example:**

The same union may negotiate wage and fringe benefits for painters and glaziers. In such a case, the wage rate for the glazier, as well as that for the painter, will be found under an identifier beginning with "PAIN" (if the union rates were found prevailing for both glaziers and painters). Similarly, users may need to look under an identifier beginning with "CARP" to find not only rates for carpenters, but also those for millwrights, piledrivermen, and (marine) divers.

Union Identifier Code Abbreviations

Following are the **identifier codes** used to reference the various craft unions. Examples of classifications for which their local unions commonly negotiate wage and fringe benefit rates are shown in parentheses.

- ASBE = International Association of Heat and Frost Insulators and Asbestos Workers
- BOIL = International Brotherhood of Boiler Makers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers
- BRXX = International Union of Bricklayers, and Allied Craftsmen  
(bricklayers, cement masons, stone masons, tile, marble and terrazzo workers)
- CARP = United Brotherhood of Carpenters and Joiners of America  
(carpenters, millwrights, piledrivermen, soft floor layers, divers)
- ELEC = International Brotherhood of Electrical Workers  
(electricians, communication systems installers, and other low voltage specialty workers)
- ELEV = International Union of Elevator Constructors
- ENGI = International Union of Operating Engineers  
(operators of various types of power equipment)

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- IRON = International Association of Bridge, Structural and Ornamental Iron Workers
- LABO = Laborers' International Union of North America
- PAIN = International Brotherhood of Painters and Allied Trades (painters, drywall finishers, glaziers, soft floor layers)
- PLAS = Operative Plasterers' and Cement Masons' International Association of the United States and Canada (cement masons, plasterers)
- PLUM = United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (plumbers, pipefitters, steamfitters, sprinkler fitters)
- ROOF = United Union of Roofers, Waterproofers, and Allied Workers
- SHEE = Sheet Metal Workers International Association
- TEAM = International Brotherhood of Teamsters

**"Survey" Weighted Average Identifiers**

Classification(s) for which the union rate(s) were not determined to be prevailing are listed under an "SU" identifier. SU means the rates listed under that identifier were derived from survey data by computing weighted average rates, which could, for example, be based on only non-union contractors' wage rates or a mixture of union and non-union contractors' wage rates. (The data reported for such a classification and used in computing the prevailing rate may include both union and non-union data. Note that various classifications, for which survey rates have been determined to be prevailing, may be listed in alphabetical order under this identifier.

**Example:**

SULA2004-007 05/13/2004		
	Rates	Fringes
CARPENTER (all other work)	\$ 13.75	2.60
Laborers:		
Common/Landscape	\$ 9.88	0.00
Fence	\$ 11.24	0.00
Flagger	\$ 8.58	0.00
Mason Tender	\$ 7.25	0.00
Pipelayer	\$ 9.84	0.00

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The identifier is SULA2004-007 05/13/2004. SU indicates rates that are in most cases weighted average wage rates (or, occasionally, non-union contractor majority wage rates); LA indicates the state of Louisiana; 2004 is the year of the survey and 007 is an internal number used in producing the wage determination.

A 1993 or later date indicate the classification(s) and wage rate(s) under that identifier were issued in the GWD on that date.

**PROJECT WAGE DETERMINATION**

**REQUEST FORM, SF-308**



**U.S. DEPARTMENT OF LABOR  
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**DB WAGE DETERMINATIONS**



**Request For Wage Determination And  
Response To Request**  
(Davis Bacon Act as Amended and Related Statutes)

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division

<p><b>FOR DEPARTMENT OF LABOR USE</b></p> <p>Response To Request</p> <p><input type="checkbox"/> Use area determination issued for this area</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> The attached decision noted below is applicable to this project</p> <p>Decision Number _____</p> <p>Date of Decision _____</p> <p>Expires _____</p> <p>Supersedes Decision Number _____</p> <p>Approved _____</p>	<p style="text-align: center;"><b>Mail Your Request To:</b> U.S. Department of Labor Employment Standards Administration Wage and Hour Division Branch of Construction Contract Wage Determinations Washington, D.C. 20210</p> <p>Requesting Officer (Typed name and signature) _____</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Department, Agency, or Bureau _____</td> <td>Phone Number _____</td> </tr> <tr> <td>Date of Request _____</td> <td>Estimated Advertising Date _____</td> <td>Estimated Bid Opening Date _____</td> </tr> <tr> <td>Prior Decision Number (if any) _____</td> <td>Estimated \$ Value of Contract <input type="checkbox"/> Under 1/2 Mil    <input type="checkbox"/> 1 to 5 Mil <input type="checkbox"/> 1/2 to 1 Mil    <input type="checkbox"/> Over 5 Mil</td> <td>Type of Work <input type="checkbox"/> Bldg.    <input type="checkbox"/> Highway <input type="checkbox"/> Road.    <input type="checkbox"/> Heavy</td> </tr> </table> <p>Address to which wage determination should be mailed. (Print or type)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p>Location of Project (City, County, State, Zip Code) _____</p> <p>Description of Work (Be specific) (Print or type)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	Department, Agency, or Bureau _____		Phone Number _____	Date of Request _____	Estimated Advertising Date _____	Estimated Bid Opening Date _____	Prior Decision Number (if any) _____	Estimated \$ Value of Contract <input type="checkbox"/> Under 1/2 Mil <input type="checkbox"/> 1 to 5 Mil <input type="checkbox"/> 1/2 to 1 Mil <input type="checkbox"/> Over 5 Mil	Type of Work <input type="checkbox"/> Bldg. <input type="checkbox"/> Highway <input type="checkbox"/> Road. <input type="checkbox"/> Heavy	<p><b>CHECK OR LIST CRAFTS NEEDED</b> (Attach continuation sheet if needed)</p> <p>_____ Asbestos workers</p> <p>_____ Bricklayers</p> <p>_____ Carpenters</p> <p>_____ Cement masons</p> <p>_____ Electricians</p> <p>_____ Glaziers</p> <p>_____ Ironworkers</p> <p>_____ Laborers (Specify classes) _____</p> <p>_____ Lathers</p> <p>_____ Marble &amp; tile setters, terrazzo workers</p> <p>_____ Painters</p> <p>_____ Pile-drivers</p> <p>_____ Plasterers</p> <p>_____ Plumbers</p> <p>_____ Roofers</p> <p>_____ Sheet metal workers</p> <p>_____ Soft floor layers</p> <p>_____ Steamfitters</p> <p>_____ Welders-rate for craft</p> <p>_____ Truck drivers</p> <p>_____ Power equipment operators (Specify types) _____</p> <p>_____ Other Crafts _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Department, Agency, or Bureau _____		Phone Number _____									
Date of Request _____	Estimated Advertising Date _____	Estimated Bid Opening Date _____									
Prior Decision Number (if any) _____	Estimated \$ Value of Contract <input type="checkbox"/> Under 1/2 Mil <input type="checkbox"/> 1 to 5 Mil <input type="checkbox"/> 1/2 to 1 Mil <input type="checkbox"/> Over 5 Mil	Type of Work <input type="checkbox"/> Bldg. <input type="checkbox"/> Highway <input type="checkbox"/> Road. <input type="checkbox"/> Heavy									

WD 05-2419 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2419  
Revision No.: 18  
Date Of Revision: 07/25/2014

States: Indiana, Ohio

Area: Indiana Counties of Randolph, Union, Wayne  
Ohio Counties of Champaign, Clark, Clinton, Darke, Greene, Logan, Miami,  
Montgomery, Preble, Shelby

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.59
01013 - Accounting Clerk III		17.45
01020 - Administrative Assistant		21.19
01040 - Court Reporter		19.34
01051 - Data Entry Operator I		11.01
01052 - Data Entry Operator II		11.73
01060 - Dispatcher, Motor Vehicle		17.40
01070 - Document Preparation Clerk		12.79
01090 - Duplicating Machine Operator		12.79
01111 - General Clerk I		12.86
01112 - General Clerk II		14.03
01113 - General Clerk III		15.76
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		11.12
01191 - Order Clerk I		13.34
01192 - Order Clerk II		15.05
01261 - Personnel Assistant (Employment) I		15.68
01262 - Personnel Assistant (Employment) II		17.54
01263 - Personnel Assistant (Employment) III		19.56
01270 - Production Control Clerk		18.81
01280 - Receptionist		12.06
01290 - Rental Clerk		14.69
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		16.58
01410 - Supply Technician		21.21
01420 - Survey Worker		17.54
01531 - Travel Clerk I		12.86
01532 - Travel Clerk II		13.72
01533 - Travel Clerk III		14.55
01611 - Word Processor I		13.96
01612 - Word Processor II		15.68
01613 - Word Processor III		17.54
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.82
05010 - Automotive Electrician		18.81

05040 - Automotive Glass Installer	18.07
05070 - Automotive Worker	18.07
05110 - Mobile Equipment Servicer	16.64
05130 - Motor Equipment Metal Mechanic	19.53
05160 - Motor Equipment Metal Worker	18.07
05190 - Motor Vehicle Mechanic	18.33
05220 - Motor Vehicle Mechanic Helper	15.92
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.07
05310 - Painter, Automotive	18.81
05340 - Radiator Repair Specialist	18.07
05370 - Tire Repairer	15.24
05400 - Transmission Repair Specialist	19.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.54
07041 - Cook I	11.61
07042 - Cook II	12.54
07070 - Dishwasher	8.83
07130 - Food Service Worker	9.71
07210 - Meat Cutter	13.96
07260 - Waiter/Waitress	9.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.62
09040 - Furniture Handler	14.20
09080 - Furniture Refinisher	19.62
09090 - Furniture Refinisher Helper	16.28
09110 - Furniture Repairer, Minor	18.11
09130 - Upholsterer	20.23
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	12.18
11090 - Gardener	16.30
11122 - Housekeeping Aide	13.55
11150 - Janitor	14.76
11210 - Laborer, Grounds Maintenance	14.25
11240 - Maid or Houseman	9.29
11260 - Pruner	13.74
11270 - Tractor Operator	15.71
11330 - Trail Maintenance Worker	14.25
11360 - Window Cleaner	15.54
12000 - Health Occupations	
12010 - Ambulance Driver	15.02
12011 - Breath Alcohol Technician	16.51
12012 - Certified Occupational Therapist Assistant	23.02
12015 - Certified Physical Therapist Assistant	21.80
12020 - Dental Assistant	15.29
12025 - Dental Hygienist	30.22
12030 - EKG Technician	21.46
12035 - Electroneurodiagnostic Technologist	21.46
12040 - Emergency Medical Technician	15.02
12071 - Licensed Practical Nurse I	18.88
12072 - Licensed Practical Nurse II	21.13
12073 - Licensed Practical Nurse III	23.56
12100 - Medical Assistant	12.88
12130 - Medical Laboratory Technician	15.98
12160 - Medical Record Clerk	13.42
12190 - Medical Record Technician	15.02
12195 - Medical Transcriptionist	15.28
12210 - Nuclear Medicine Technologist	30.14
12221 - Nursing Assistant I	9.67
12222 - Nursing Assistant II	10.87

12223 - Nursing Assistant III	11.86
12224 - Nursing Assistant IV	13.32
12235 - Optical Dispenser	15.82
12236 - Optical Technician	14.78
12250 - Pharmacy Technician	13.51
12280 - Phlebotomist	13.32
12305 - Radiologic Technologist	23.32
12311 - Registered Nurse I	22.64
12312 - Registered Nurse II	27.68
12313 - Registered Nurse II, Specialist	27.68
12314 - Registered Nurse III	33.49
12315 - Registered Nurse III, Anesthetist	33.49
12316 - Registered Nurse IV	40.14
12317 - Scheduler (Drug and Alcohol Testing)	22.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.15
13012 - Exhibits Specialist II	24.96
13013 - Exhibits Specialist III	30.53
13041 - Illustrator I	22.55
13042 - Illustrator II	27.93
13043 - Illustrator III	34.16
13047 - Librarian	28.17
13050 - Library Aide/Clerk	12.35
13054 - Library Information Technology Systems Administrator	24.18
13058 - Library Technician	16.02
13061 - Media Specialist I	17.55
13062 - Media Specialist II	19.62
13063 - Media Specialist III	21.89
13071 - Photographer I	15.95
13072 - Photographer II	17.84
13073 - Photographer III	22.11
13074 - Photographer IV	27.04
13075 - Photographer V	32.71
13110 - Video Teleconference Technician	18.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.79
14042 - Computer Operator II	18.79
14043 - Computer Operator III	20.95
14044 - Computer Operator IV	23.28
14045 - Computer Operator V	25.78
14071 - Computer Programmer I	25.51
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.79
14160 - Personal Computer Support Technician	23.28
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.08
15020 - Aircrew Training Devices Instructor (Rated)	36.39
15030 - Air Crew Training Devices Instructor (Pilot)	42.16
15050 - Computer Based Training Specialist / Instructor	30.08
15060 - Educational Technologist	27.59
15070 - Flight Instructor (Pilot)	42.16
15080 - Graphic Artist	22.43
15090 - Technical Instructor	20.53
15095 - Technical Instructor/Course Developer	25.10
15110 - Test Proctor	16.95

15120 - Tutor	16.95
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.13
16030 - Counter Attendant	9.13
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.13
16090 - Presser, Hand	9.13
16110 - Presser, Machine, Drycleaning	9.13
16130 - Presser, Machine, Shirts	9.13
16160 - Presser, Machine, Wearing Apparel, Laundry	9.13
16190 - Sewing Machine Operator	12.37
16220 - Tailor	13.18
16250 - Washer, Machine	9.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.45
19040 - Tool And Die Maker	23.85
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.46
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	17.65
21071 - Order Filler	13.18
21080 - Production Line Worker (Food Processing)	16.46
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	14.85
21150 - Stock Clerk	18.71
21210 - Tools And Parts Attendant	16.46
21410 - Warehouse Specialist	16.46
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.07
23021 - Aircraft Mechanic I	23.23
23022 - Aircraft Mechanic II	24.07
23023 - Aircraft Mechanic III	25.27
23040 - Aircraft Mechanic Helper	18.62
23050 - Aircraft, Painter	23.47
23060 - Aircraft Servicer	20.70
23080 - Aircraft Worker	21.55
23110 - Appliance Mechanic	18.83
23120 - Bicycle Repairer	15.24
23125 - Cable Splicer	25.32
23130 - Carpenter, Maintenance	20.58
23140 - Carpet Layer	20.60
23160 - Electrician, Maintenance	25.95
23181 - Electronics Technician Maintenance I	22.87
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	24.82
23260 - Fabric Worker	19.14
23290 - Fire Alarm System Mechanic	20.63
23310 - Fire Extinguisher Repairer	18.05
23311 - Fuel Distribution System Mechanic	24.28
23312 - Fuel Distribution System Operator	20.06
23370 - General Maintenance Worker	17.14
23380 - Ground Support Equipment Mechanic	23.23
23381 - Ground Support Equipment Servicer	20.70
23382 - Ground Support Equipment Worker	21.55
23391 - Gunsmith I	18.05
23392 - Gunsmith II	20.13
23393 - Gunsmith III	21.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.58

23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	21.72
23430 - Heavy Equipment Mechanic	20.69
23440 - Heavy Equipment Operator	25.31
23460 - Instrument Mechanic	22.70
23465 - Laboratory/Shelter Mechanic	21.07
23470 - Laborer	15.39
23510 - Locksmith	19.91
23530 - Machinery Maintenance Mechanic	24.82
23550 - Machinist, Maintenance	19.00
23580 - Maintenance Trades Helper	16.60
23591 - Metrology Technician I	22.70
23592 - Metrology Technician II	23.52
23593 - Metrology Technician III	24.37
23640 - Millwright	28.07
23710 - Office Appliance Repairer	20.23
23760 - Painter, Maintenance	18.10
23790 - Pipefitter, Maintenance	23.71
23810 - Plumber, Maintenance	21.57
23820 - Pneudraulic Systems Mechanic	21.84
23850 - Rigger	21.84
23870 - Scale Mechanic	20.13
23890 - Sheet-Metal Worker, Maintenance	21.38
23910 - Small Engine Mechanic	17.14
23931 - Telecommunications Mechanic I	25.05
23932 - Telecommunications Mechanic II	25.94
23950 - Telephone Lineman	24.99
23960 - Welder, Combination, Maintenance	18.58
23965 - Well Driller	22.74
23970 - Woodcraft Worker	17.33
23980 - Woodworker	17.33
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.05
24580 - Child Care Center Clerk	14.92
24610 - Chore Aide	11.06
24620 - Family Readiness And Support Services Coordinator	13.67
24630 - Homemaker	15.80
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.87
25040 - Sewage Plant Operator	22.32
25070 - Stationary Engineer	25.87
25190 - Ventilation Equipment Tender	18.39
25210 - Water Treatment Plant Operator	22.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.39
27007 - Baggage Inspector	13.11
27008 - Corrections Officer	23.27
27010 - Court Security Officer	21.92
27030 - Detection Dog Handler	17.82
27040 - Detention Officer	23.27
27070 - Firefighter	22.55
27101 - Guard I	13.11
27102 - Guard II	17.82
27131 - Police Officer I	25.19
27132 - Police Officer II	27.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.98
28042 - Carnival Equipment Repairer	13.34
28043 - Carnival Equipment Worker	11.15
28210 - Gate Attendant/Gate Tender	13.81

28310 - Lifeguard	12.03
28350 - Park Attendant (Aide)	15.44
28510 - Recreation Aide/Health Facility Attendant	11.27
28515 - Recreation Specialist	19.14
28630 - Sports Official	12.30
28690 - Swimming Pool Operator	18.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.30
29020 - Hatch Tender	23.30
29030 - Line Handler	23.30
29041 - Stevedore I	22.18
29042 - Stevedore II	24.40
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.43
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.12
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.66
30021 - Archeological Technician I	18.39
30022 - Archeological Technician II	20.58
30023 - Archeological Technician III	25.49
30030 - Cartographic Technician	25.49
30040 - Civil Engineering Technician	22.23
30061 - Drafter/CAD Operator I	18.39
30062 - Drafter/CAD Operator II	20.58
30063 - Drafter/CAD Operator III	22.94
30064 - Drafter/CAD Operator IV	29.65
30081 - Engineering Technician I	15.26
30082 - Engineering Technician II	17.13
30083 - Engineering Technician III	20.55
30084 - Engineering Technician IV	23.74
30085 - Engineering Technician V	29.04
30086 - Engineering Technician VI	35.13
30090 - Environmental Technician	20.32
30210 - Laboratory Technician	19.48
30240 - Mathematical Technician	25.49
30361 - Paralegal/Legal Assistant I	19.22
30362 - Paralegal/Legal Assistant II	23.81
30363 - Paralegal/Legal Assistant III	31.43
30364 - Paralegal/Legal Assistant IV	37.70
30390 - Photo-Optics Technician	25.49
30461 - Technical Writer I	24.05
30462 - Technical Writer II	29.40
30463 - Technical Writer III	35.57
30491 - Unexploded Ordnance (UXO) Technician I	23.15
30492 - Unexploded Ordnance (UXO) Technician II	28.01
30493 - Unexploded Ordnance (UXO) Technician III	33.57
30494 - Unexploded (UXO) Safety Escort	23.15
30495 - Unexploded (UXO) Sweep Personnel	23.15
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.94
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.88
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.33
31030 - Bus Driver	17.79
31043 - Driver Courier	17.02
31260 - Parking and Lot Attendant	8.53
31290 - Shuttle Bus Driver	18.11
31310 - Taxi Driver	11.56
31361 - Truckdriver, Light	18.11
31362 - Truckdriver, Medium	18.43
31363 - Truckdriver, Heavy	19.35
31364 - Truckdriver, Tractor-Trailer	19.35

99000 - Miscellaneous Occupations	
99030 - Cashier	9.87
99050 - Desk Clerk	10.05
99095 - Embalmer	28.53
99251 - Laboratory Animal Caretaker I	10.77
99252 - Laboratory Animal Caretaker II	11.46
99310 - Mortician	34.47
99410 - Pest Controller	16.18
99510 - Photofinishing Worker	13.48
99710 - Recycling Laborer	17.59
99711 - Recycling Specialist	20.18
99730 - Refuse Collector	16.30
99810 - Sales Clerk	12.05
99820 - School Crossing Guard	12.93
99830 - Survey Party Chief	26.04
99831 - Surveying Aide	13.38
99832 - Surveying Technician	20.48
99840 - Vending Machine Attendant	14.77
99841 - Vending Machine Repairer	16.64
99842 - Vending Machine Repairer Helper	14.77

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,



then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.