

**PROJECT:**

**2015 Logan County Federal Aid Resurfacing Project  
(DBE Goal = 5%, PID 95198, LOG CR 5 / VAR Resurfacing)**

**PROPOSAL**

**LOGAN COUNTY  
BOARD OF COMMISSIONERS**

**John Bayliss  
Anthony Core  
Dustin Wickersham**

**Letting: May 14, 2015 – 10:00 am**

**Submitted by: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**Post Office Box: \_\_\_\_\_**

**City, State, Zip: \_\_\_\_\_**

**Telephone: \_\_\_\_\_**

**Fax: \_\_\_\_\_**

## 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, May 14, 2015 at 10:00 am, Ohio Standard Time for the purpose of furnishing the **2015 RESURFACING VARIOUS COUNTY ROADS WITH ASPHALT CONCRETE (2016 Logan County Federal Aid Resurfacing Project - PID 95198, LOG CR 5 / VAR Resurfacing.**

Bids shall be submitted on forms furnished by the Logan County Engineer's Office in a sealed envelope marked "2015 Logan County Federal Aid Resurfacing Project - PID 95198" 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.

Bidders must be ODOT Pre-Qualified: "Work Type 10 - Flexible Paving" and shall be pre-qualified at the time of bidding, at the time of award and through the life of the construction contract. Bidders shall comply with provisions of the federal Davis Bacon prevailing wage requirements

Disadvantaged Business Enterprises (DBE) Goal is 5%.

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: [www.co.logan.oh.us/commissioners/bid.htm](http://www.co.logan.oh.us/commissioners/bid.htm)

By Order of the Board of  
Logan County Commissioners

Kacy D. Kirby, Clerk/Admin.

Posted: 04/23/15

Advertised: 04/23/15, 04/30/15 and 05/07/15

## **INSTRUCTIONS TO BIDDERS**

**DATE AND PLACE FOR OPENING PROPOSALS:** Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the County Commissioners of Logan County, Ohio.

At the time and place set forth in said notice, they will be publicly opened by the Clerk of the Board of Logan County Commissioners and read aloud; the awarding of the contract, if opening of the proposals.

**FORM FOR PROPOSALS:** All proposals shall be made upon the blank form of proposal attached hereto, and should give the lump sum price or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

**OMISSIONS AND DISCREPANCIES:** Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Logan County Engineer's Designee, Todd Bumgardner, who may send a written instruction to all bidders.

**ACCEPTANCE OR REJECTION OF PROPOSALS:** Logan County reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal in which unit prices are omitted or in which unit prices are unbalanced, may be rejected; any proposal accompanied by an insufficient or irregular bid guarantee may be rejected.

**BID GUARANTEE AND PERFORMANCE BOND:** Bid guarantees and performance bonds shall be in the form as specified in the Notice to Contractors.

**ACCEPTANCE OF PROPOSAL:** Within thirty (30) days after the opening of proposals, the Board of County Commissioners will act upon them. The acceptance of a proposal shall bind the successful bidder to execute the contract, and to be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Logan County Commissioners.

**DAMAGES FOR FAILURE TO EXECUTE CONTRACT:** Any bidder whose proposal is accepted will be required to appear in person in the office of the Board of Logan County Commissioners, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the contract within ten (10) days after the notice that the contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

**COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete and attach this affidavit to each bid proposal.

The amount of the bid guarantee, as specified in Sections 153.54 (B), (C), (D) and (E) of the Ohio Revised Code, accompanying the proposal shall be retained by Logan County as liquidated damages for such breach.

**TIME FOR BEGINNING AND COMPLETION:** Completion date – September 4, 2015.

**PRICES:** The prices are to include the furnishing of all materials, plant, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.

**INTERPRETATIONS AND ADDENDA:** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to The Logan County Engineer's Designee, Todd Bumgardner, P.O. Box 427, Bellefontaine, Ohio 43311.

**UNIT PRICE:** The unit prices specified in the "Unit Price Bid" column will govern the awarding of the contract.

The contractor shall make the extensions in "Total Amount Bid" column, and also add up the totals. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the bidder, the total shall be changed as only the unit price shall govern.

**PREQUALIFICATION OF BIDDERS:** Bids will be accepted only from contractors who are pre-qualified with the State of Ohio, as outlined in Section 102.01 of the Department of Transportation's Construction and Material Specifications, dated January 1, 2013.

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:** All prime contract bidders on the project shall submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator.

>> Copy of the Certificate of Compliance is enclosed with this bid response? \_\_\_ Yes \_\_\_ No <<

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:** Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, OR the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? \_\_\_\_\_ Yes \_\_\_\_\_ No <<<

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions? \_\_\_\_\_ Yes \_\_\_\_\_ No <<<

**Bidder must provide a "YES" answer to one or the other of the above affirmative action alternatives.**

Federal Aid Paving FY2016

CR	ODOT Item #	Begin	TO	Sq Yards	407 @ 0.075 GAL/S.Y.	407 UNIT	407 Total	301 TONS	301 UNIT	301 Total	448 Type 2 TONS	448 Type 2 UNIT	448 Type 2 Total	448 Type 1 TONS	448 Type 1 UNIT	448 Type 1 Total	448 Extra TONS	448 UNIT	448 Total	202 Milling Sq.Yd.	202 UNIT	202 Total	209 Linear GR STA.	209 UNIT	209 Total	617 Bore TONS	617 UNIT	617 Total	Total Road Estimate	
5		US 68	CH 173 EAST	6,130.67	459.80						510			340													77			
5		CH 173 EAST	TR 191 WEST	4,865.81	364.94						405			270													61			
5		TR 191 WEST	CH 1	21,218.56	1,591.39						1768			1178													267			
5		CH 1	TR 165 EAST	8,944.32	670.82						745			496													112			
5		TR 165 EAST	TR 190 WEST	8,066.67	605.00						672			448													101			
5		TR 190 WEST	CH 29 EAST	9,112.11	683.41						759			506													115			
5		CH 29 EAST	CH 29 WEST	3,859.09	289.43						321			214													48			
5		CH 29 WEST	Bridge	10,518.93	788.92						876			584													132			
5		Bridge	TR 182 WEST	3,781.65	283.62						315			210													47			
5		TR 182 WEST	SOUTH CORP LINE ZANESFIELD	12,467.84	935.09						1038			692													157			
11		TR 32	Bellef. Corp Change (City)	13,048.05	978.60			4349						1087						13,048.00			51				94			
11		Bellef. Corp Change (City)	TR 216 HARRISON & LAKE TWP LINE (City)	566.72	42.50			188						47						566.00			2				4			
11		TR 216 HARRISON & LAKE TWP LINE (City)	Belletech Driveway (City)	796.11	59.71			265						66			5			796.00			3				5			
11		Belletech Driveway (City)	Begin Southview park turnlane (City)	1,200.91	90.07									100			5										8			
11		Begin Southview park turnlane (City)	End Southview park turnlane (City)	1,724.80	129.36									143													8			
11		End Southview park turnlane (City)	CH 18 SOUTH (City)	2,644.89	198.35									220													19			
11		CH 18 SOUTH (City)	PENN CENTRAL RR - Begin Viaduct Pavement (City)	40.48	3.04									3													0			
11		PENN CENTRAL RR - End Viaduct Pavement (City)	DETROIT STREET (City)	1,891.41	141.86									157			10										10			
11		DETROIT STREET (City)	BELLEFONTAINE WCL (City)	335.57	25.17									27													2			
11		BELLEFONTAINE WCL (City)	End US 68 SOUTH MAIN ST. BELLEFONTAINE (City)	1,288.32	96.62									107						1288.32							5			
11		Begin US 68 SOUTH MAIN ST. BELLEFONTAINE (City)	End Turn Lane and Curbing (City)	578.16	43.36									48						578.16							2			
11		End Turn Lane and Curbing (City)	Harding Street (City)	4,204.93	315.37									350			15										22			
11		Harding Street (City)	Begin Ludlow Turn Lane (City)	4,430.80	332.31									369													27			
18		CH 43 WEST	UNION & LIBERTY TWP LINE TR 32 SOUTH	6,357.12	476.78									529													50			
18		UNION & LIBERTY TWP LINE TR 32 SOUTH	TR 200 WEST	9,905.28	742.90									825													78			
18		TR 200 WEST	TR 216 NORTH LAKE	739.20	55.44									61													5			
18		TR 216 NORTH	CH 11 END	13,527.36	1,014.55									1127													107			
43		CH 11	TR 33 PLEASANT & UNION TWP LINE	10,292.48	771.94									857													71			
43		TR 33 PLEASANT & UNION TWP LINE	CH 31	14,220.80	1,066.56									1185													98			
43		CH 31	TR 46 NORTH	7,096.32	532.22									591													49			
43		TR 46 NORTH	TR 201 NORTH	6,899.20	517.44									574													47			
43		TR 201 NORTH	TR 201 SOUTH	4,350.72	326.30									362													30			
43		TR 201 SOUTH	TR 198	17,219.84	1,291.49									1434													119			
43		TR 198	CH 18	9,095.68	682.18									757													63			

Note: some sections of roads may be non-performed in order to stay within budget

Temporary Centerline (Miles)

Item	Miles	GAL/S.Y.	Unit \$\$	Total \$\$
Reclamite Rejuvenating Sealer	15.983	0.08		
Reclamite Rejuvenating Sealer (City)	16.458	0.08		
<b>Federal Aid Paving Total</b>				

## **BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: 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.  
  
The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Division of Public Works' Regulations on Equal Employment Opportunity (hereinafter DPW Regulations) and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and reports required by the DPW Regulations and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in the DPW Regulations and such other sanctions may be instituted and remedies invoked, as provided in said DPW Regulations or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law. In the event that its contract is terminated for a material breach of DPW Regulations, the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.
- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulations, so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>The prime contract bidder hereby adopts the foregoing covenants?  Yes  No <<

**BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

**Signature of Authorized Officer** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**>>>PLEASE NOTE: The bidder's failure to include the required Certificate of Compliance, elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions.**

**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.





- (b) Each spouse of an owner of more than twenty percent of the corporation or business trust;
  - (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of the corporation or business trust;
  - (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



(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 is \_\_\_\_\_;  
and the telephone is \_\_\_\_\_.

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:

<i>YEAR</i>	<i>AMOUNT</i>	<i>PENALTY</i>	<i>INTEREST</i>
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

## GENERAL CONDITIONS

1. \_\_\_\_\_ The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to such standards.

The State of Ohio Department of Transportation Construction and Material Specifications as revised January 1, 2013 shall govern all items on this project except as modified in the **SUPPLEMENTAL GENERAL CONDITIONS** or in the **PLANS**.

2. \_\_\_\_\_ The following Definitions and Terms refer to the State of Ohio Department of Transportation Construction and Materials Specifications.
- a) The State: Whenever the term "The State" appears in the specifications it shall be changed to mean Logan County, acting through its authorized representatives.
  - b) Department: Whenever the term "The Department" appears on the specifications it shall be changed to mean the office of the Logan County Engineer.
  - c) Director: Whenever the term "The Director" appears in the specifications it shall be changed to mean the Logan County Engineer.
  - d) The Engineer: Whenever the word "Engineer" appears in the Contract Documents or specifications it shall mean the Logan County Engineer or his duly authorized representative.
  - e) The Laboratory: Whenever the word "Laboratory" appears in the Contract Documents or Specifications it shall mean an independent testing consultant in the employ of the County to provide testing for this project.

3. \_\_\_\_\_ The Engineer shall furnish to the Contractor free of charge, all copies of drawings and specifications necessary for the execution of the work.

4. \_\_\_\_\_ The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation, and other facilities necessary for the execution, and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ to work any unfit person or anyone not skilled in the work assigned to him.

5. \_\_\_\_\_ The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.



6. \_\_\_\_\_ Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.  
The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer, and any necessary change shall be adjusted as provided in the Contract for Changes in the work.

7. \_\_\_\_\_ The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury, or loss, except as may be due to errors in the Contract Documents. He shall adequately protect adjacent property. He shall provide and maintain all passage ways, barricades, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed and authorized.

8. \_\_\_\_\_ The Engineer shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

9. \_\_\_\_\_ The Contractor shall at all times keep a satisfactory superintendent on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

10. \_\_\_\_\_ The County, without invalidating the Contract, subject to Section 5555.69 O.R.C., may order work or make changes by altering, adding to or deducting from the work, the Contract Amount being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract Amount shall be valid unless so ordered.

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Engineer deems it expedient to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made there from.

11. \_\_\_\_\_ If the Contractor should be adjudged a bankrupt, or be in any manner financially insolvent, or if he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of this Contract then the County, upon written certification by the Engineer that sufficient cause exists to justify such action may without prejudice to any other remedy and after giving the Contractor seven (7) days notice, terminate the employment of the Contractor and take possession of all tools, appliances, and materials thereon, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished.

If the unpaid balance in the Contract Price shall exceed the expense of finishing the work including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

12. \_\_\_\_\_ If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the County, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

13. \_\_\_\_\_ If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate within fourteen (14) days after it is due, or if the County should fail to pay the Contractor within fourteen (14) days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the County payment for all work executed and any loss sustained upon any materials and reasonable profit.

14. \_\_\_\_\_ The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- (A) Defective work not remedied.
- (B) Claims filed or evidence indicating probable filing.
- (C) Failure of the Contractor to pay bills.
- (D) Doubt that the Contract can be completed for the balance then unpaid.

When above grounds are removed payment shall be made for amounts withheld on account of them.

15. \_\_\_\_\_ The Contractor shall indemnify and save harmless the County from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the County, by reason or any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

16. \_\_\_\_\_ The Contractor shall maintain workers' compensation coverage as required by Ohio law.
17. \_\_\_\_\_ The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County.
18. \_\_\_\_\_ The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
19. \_\_\_\_\_ The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.
20. \_\_\_\_\_ The Contractor shall, as directed by the Engineer, remove from public and private property at his expense all temporary structures, rubbish and waste materials resulting from his operations.
21. \_\_\_\_\_ The Contractor will be expected to pay federal Davis Bacon Wage Rates to all labor employed on this project as ascertained and determined for Logan County, Ohio. A copy of the said prevailing minimum wage is attached with this bid packet.
22. \_\_\_\_\_ For each calendar day that any work shall remain uncompleted after the contract completion date, the liquidated damages, as described in 108 of the State of Ohio, Department of Highway's Materials and Specifications, dated January 1, 2013 may be imposed.
23. \_\_\_\_\_ The Contractor will comply with Sections 153.59 and 153.60 O.R.C., Discrimination and Intimidation on Account of Race, Creed, or Color, and Forfeiture, when performing the work on this project.
24. \_\_\_\_\_ Logan County and the Logan County Engineer will not waive subrogation rights.
25. \_\_\_\_\_ The contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. The county, its elected officials and employees, shall be named as additional insureds with respect to all activities under this agreement.
26. \_\_\_\_\_ The contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each incident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
27. \_\_\_\_\_ Prior to the commencement of any work under this agreement, the contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. The Contractor will replace certificates for any insurance expiring prior to completion of work under this agreement.
23. \_\_\_\_\_ **"Domestic steel use requirements as specified in section 153.011 of the Revised Code apply to this project. Copies of section 153.011 of the Revised Code can be obtained from any of the offices of the department of administrative services."**

## SUPPLEMENTAL GENERAL CONDITIONS

### ENUMERATION OF PLANS, SPECIFICATIONS, STANDARD DRAWINGS AND ADDENDA

Following are the Plans, Specifications, Standard Drawings and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

#### Plan Drawings

Plan Package \_\_\_\_\_ Attached

The above plans were prepared by the Logan County Engineers Office.

#### Specifications

O.D.O.T. Construction and Materials Specifications, dated January 1, 2013.

#### Standard Drawings

O.D.O.T. Standard Construction Drawings

MT-97.10 \_\_\_\_\_ dated \_\_\_\_\_ 4-29-88

#### **Aggregate:**

The contractor shall provide the name and location of the aggregate producer providing the aggregate for this project. The Engineer shall then inform the Laboratory, who will test the aggregate to insure it complies with **all of the requirements** of the O.D.O.T. Specifications. However, if the aggregate has been previously tested by the county, no testing will be required. The percentage of crushed aggregate shall be determined by counting the number of single fractured faces.

#### **Job Mix Formula:**

The Job Mix Formula shall be designed for Medium Traffic. **Warm Mix Asphalt is required for this project.** The Contractor shall provide the Job Mix Formula to the Engineer at the time of Bidding. The Engineer shall forward the JMF to the Laboratory for verification.

#### **Asphalt Rejuvenator:**

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum resin oils and resins emulsified with water. All work shall be in accordance with industry standard specifications, the applicable drawings, and subject to the terms and conditions of this contract.

The product "Reclamite"® or equivalent shall be used.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.

**BIDDERS LIST**

**2015 LOGAN COUNTY FEDERAL AID RESURFACING PROJECT  
(PID 95198, LOG CR 5 / VAR Resurfacing)**

H & S Asphalt, LLC  
Attn: Van Harvey  
2422 US Route 68 North  
Bellefontaine, OH 43311  
937-593-5173

The Shelly Company  
Attn: Steven Morris  
1700 Fostoria Avenue  
Suite 200  
PO Box 3100  
Findlay, OH 45840

McGraw Hill-Dodge Reports  
950 Contract St., Suite 100A  
Lexington, KY 40505  
800-393-6343 (phone)  
800-625-3488 (fax)  
[dodge\\_reocmw@mcgraw-hill.com](mailto:dodge_reocmw@mcgraw-hill.com)

Ohio Construction News  
7261 Engle Road, Suite 304  
Cleveland, OH 44130  
800-969-4700 (phone)  
800-229-4626 (fax)  
[annie@cncnewsonline.com](mailto:annie@cncnewsonline.com)

Dayton Builders Exchange  
2077 Embury Park Road  
Dayton, OH 45414  
866-907-6300  
937-278-3843 (fax)  
[info@bxohio.com](mailto:info@bxohio.com)

Laborers-Employers Cooperation and Education Trust  
P.O. Box 46217, Cincinnati, OH 45246  
614-832-7134(phone), 614-839-9298 (fax)  
Attn: Carmen D. Henderson  
[swo-lect@cinci.rr.com](mailto:swo-lect@cinci.rr.com)

I Sq. Ft. Construction  
Attn: Ohio Team  
[ohio@isqft.com](mailto:ohio@isqft.com)

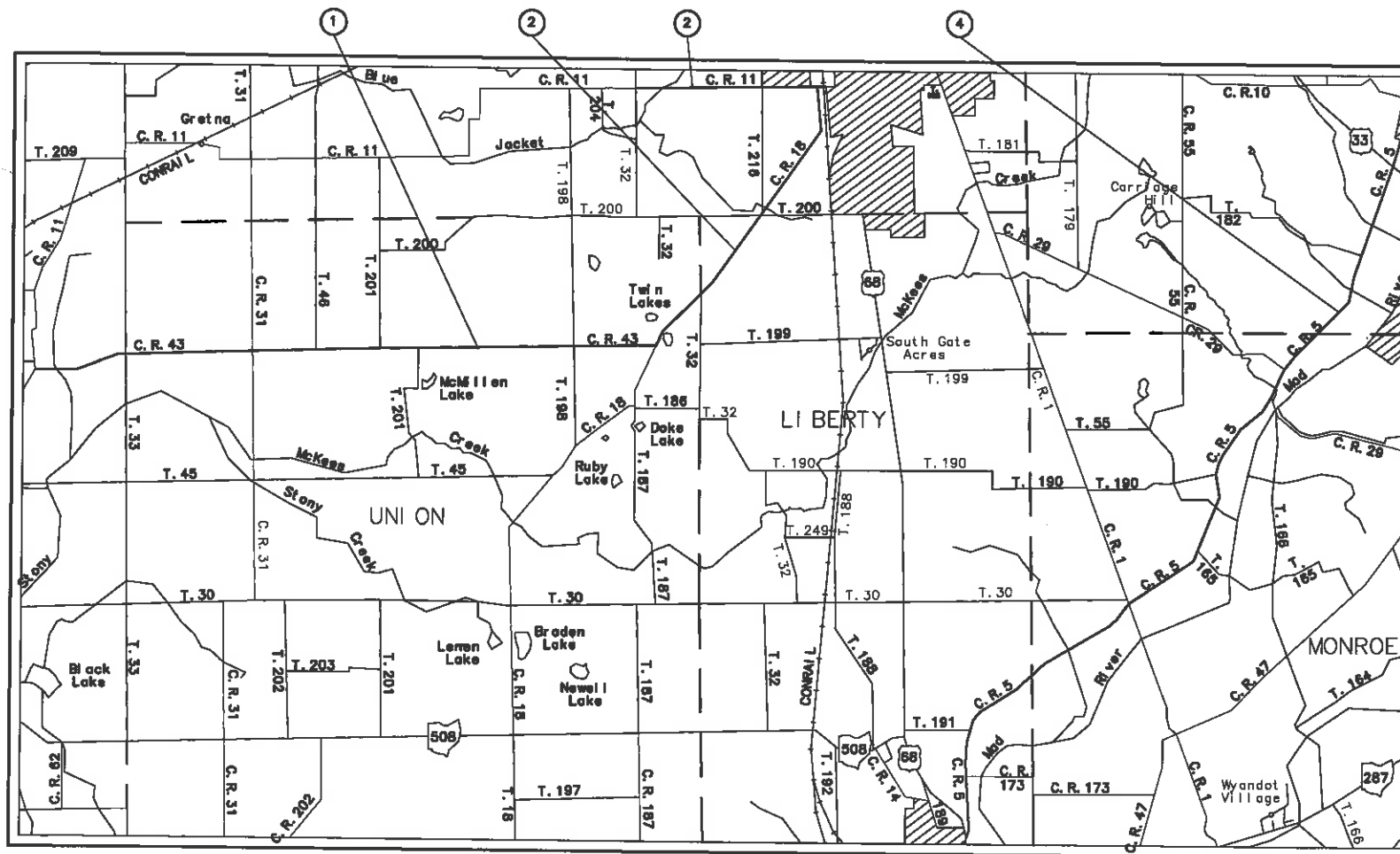
**LOGAN COUNTY  
ENGINEER'S OFFICE**  
**SCOTT C. COLEMAN, P.E., P.S.**  
**COUNTY ENGINEER**

**2015 FEDERAL AID  
PAVING PROGRAM**

- ① CR 43, FROM CR 11 TO CR 18
- ② CR 18, FROM CR 43 TO CR 11
- ③ CR 11, FROM TR 32 TO US 68
- ④ CR 5, FROM US 68 TO ZANESFIELD SOUTH CORP LINE

**INDEX OF SHEETS**

TITLE SHEET	-----	1
GENERAL NOTES AND TYPICAL DETAILS	-----	2
GENERAL SUMMARY	-----	3



LOCATION MAP

PORTION TO BE IMPROVED -----  
STATE AND FEDERAL ROUTES -----  
OTHER ROADS -----

**PROJECT DESCRIPTION**

WORK CONSISTS OF PERFORMING REFURFACING WORK ON COUNTY ROAD 5, COUNTY ROAD 11, COUNTY ROAD 18, AND COUNTY ROAD 43 WITH ASPHALT CONCRETE AS SET FORTH IN THESE PLANS. BETWEEN CR 32 AND TR 216, CR 11 WILL ONLY BE WIDENED ON ONE SIDE.

**2013 SPECIFICATIONS**

EXCEPT WHERE OTHERWISE NOTED, THE CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE STATE OF OHIO, DATED JANUARY 1, 2013, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED HEREON, SHALL GOVERN THIS IMPROVEMENT.

**DOMESTIC STEEL**

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE OHIO REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE OHIO REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

**APPROVALS**

WE, THE COMMISSIONERS OF LOGAN COUNTY, OHIO, HEREBY APPROVE THESE PLANS AND DECLARE THAT THE NECESSARY RIGHT-OF-WAY IS AVAILABLE FOR THIS IMPROVEMENT.

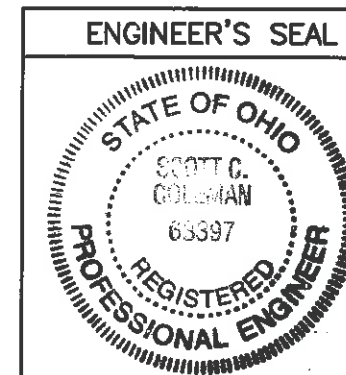
DATE

BOARD OF LOGAN COUNTY, OHIO,  
COMMISSIONERS

I HEREBY APPROVE THIS PLAN AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL REQUIRE THE CLOSING OF THE HIGHWAY TO THROUGH TRAFFIC, AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THESE PLANS AND ESTIMATES.

3-4-15  
DATE

*Scott C. Coleman*  
LOGAN COUNTY, OHIO, ENGINEER



PLANS PREPARED BY:  
LOGAN COUNTY ENGINEER'S OFFICE  
1991 C.R. 13, P.O. BOX 427  
BELLEFONTAINE, OHIO 43311

FEDERAL PROJECT NO.  
**E-150(315)**

PID NO.  
**95198**

WORK ORDER NO.  
**10567**

RAILROAD INVOLVEMENT  
**NONE**

FED AID PAVING

①  
③

## GENERAL NOTES

**Mobilization and Bonding:** The Contractor shall fulfill the mobilization requirements detailed in Sections 624.01, 624.02 and 624.03 of the State of Ohio Department of Transportation Construction and Material Specifications. Payment for this work shall be included in the unit cost bid for the proposed work items 202, 209, 301, 407, 448 and 617.

The Contractor shall also include the cost of the bonding requirements in these items.

**Traffic Control:** When paving all routes, the Contractor may close the portions of the routes under construction to through traffic or the Contractor may elect to maintain traffic by providing flaggers. Should the contractor choose to close the road, the following requirements must be met.

- The Contractor shall only close the road being paved between two adjacent intersections.
- The Contractor shall allow residents along the closed portion access to their homes or businesses at all time.
- The Contractor shall provide access for emergency vehicles at all times.
- The Contractor shall provide appropriate signs, cones and other devices to warn and inform the public. Such devices shall be approved by the Engineer.
- The Contractor shall not close the road over night or during the hours of darkness.
- The Contractor shall provide flaggers or signs to direct traffic and to direct trucks turning into or backing into the construction area.
- The Contractor shall notify the Engineer of the closure a minimum of two working days prior to closing the road. This will allow notice to be given to the public.

**Paving Equipment:** The contractor shall use an asphalt paver equipped with a profile ski on all roads unless otherwise authorized by the Engineer.

**Full Width Paving Option:** The Contractor shall pave full width unless otherwise authorized by the Engineer.

**Item 202 Wearing Course Removed:** Where indicated in the General Summary the contractor shall use a mill to remove 1.5" of the existing road surface. The removal of this material will allow for the new Item 448 to match existing curb profile. The milled material shall be hauled off site for disposal. All materials, labor, equipment, tools and incidentals necessary to complete the above work shall be included in the unit price for the item 202 wearing surface removed.

**Item 209 Linear Grading:** The contractor shall use a mill to excavate 2 feet wide and 6 inches in depth on each side of the existing pavement. Excavated material shall be windrowed in the shoulder. Following the placement of the asphalt surface course the contractor shall recondition the shoulders by grading the excavated material to meet the new edge of

pavement and to provide positive drainage to the roadside ditch. The requirements for time and compaction of Item 617 shall apply. A quantity of 617 has been provided in the case that additional shoulder material is needed. Excavation is excess of the specified depth shall be backfilled with Item 617 at no cost to the Engineer. Stationing of linear grading shall be measured along each edge of pavement. All materials, labor, equipment, tools and incidentals necessary to complete the above work shall be included in the unit price for the item 209 linear grading.

**Item 301 Base:** The contractor shall place item 301 2 feet wide and 6 inches in compacted depth in the excavation covered under Item 209 Linear Grading. Placement of item 301 shall immediately follow excavation. The finished surface of this item shall be flush with the top of the existing edge of pavement.

**Item 617 Reconditioning Shoulders:** Complete all shoulder reconditioning as soon as possible or within 7 calendar days following placement of surface course or any course that results in a drop-off of 2 inches or greater. As needed or as directed by the Engineer, the contractor shall deliver and place berm stone to driveways that cannot be laid with less than a 2 inch drop-off on the same day as the placing of the asphalt. Laying of additional asphalt or raking of existing drive aggregate may be adequate in lieu of immediately placing berm stone as approved by the Engineer or his designee. The contractor shall perform compaction of the material using pneumatic tire service truck, motor grader, trench roller, or other suitable pneumatic tire equipment as approved by the Engineer. Use compaction equipment weighing at least 6 tons.

**Item 448 Type 1:** Shall be medium traffic.

**Item 448 Type 2 Heavy:** Shall be type 2 heavy gradation for medium traffic.

**Item 448, Extra Material:** Quantities of asphalt concrete have been provided to correct surface irregularities and to provide for two feet wide tapers at driveways and mailboxes. Additional quantities have also been provided to resurface intersections to the Right of Way line. These quantities are estimated and shall be used at the direction of the Engineer or the Engineer's designee. All extra material shall be of the same type as used for the finish course.

**Job Mix:** Job Mix formula shall be 20% percent R.A.P. (Reclaimed Asphalt Pavement) Maximum for surface material. Job Mix formula shall be 35% percent R.A.P. (Reclaimed Asphalt Pavement) Maximum for base material. Job Mix Formula must include maximum percent of R.A.P. Proposed and minimum percent virgin asphalt binder proposed for all mixes being bid.

**Item 401.20 Asphalt Binder Price Adjustment;** 2002 O.D.O.T. CMS, shall NOT apply to this project

**Testing:** The Engineer's representative shall collect a sample of the material being placed at random times each 500 tons of material delivered to the project. Each sample shall be marked with the date, time the sample was taken, and the delivery ticket number. The samples will be analyzed by the laboratory for asphalt content, gradation and aggregate properties.

**Virgin Asphalt Binder Content:** The Contractor shall provide 0.2 percent more virgin asphalt binder than required by the job mix formula. The Contractor shall provide data logs showing the virgin asphalt binder content of the mix. The Contractor shall also provide total asphalt binder content 0.2 percent higher than required by the job mix formula. The Contractor shall provide asphalt content gauge test and solvent extraction results for all tests performed by or under the direction of the plant. The final minimum virgin asphalt binder content shall be 5.5% plus 0.2% for a total of 5.7%.

**Quality Control:** Notify the Engineer a minimum of 48 hours, excluding weekends and legal holidays, prior to starting asphalt concrete production. The failure to provide the required minimum notice may result in the Engineer being unable to observe the testing as may be required by this specification. Production and/or placement of asphalt shall not take place without testing equipment being in proper working order.

The minimum asphalt binder content as specified herein by the approved JMF for each type of asphalt material per day of production and placement shall be tested in accordance with AASHTO T-287 and ASTM D 4125. Asphalt content of each asphalt material type shall be tested a minimum of one (1) time per 500 tons of production during each day. The Engineer or his designated representative shall determine when, during the day's production, each of the required tests shall be made; however, the contractor may conduct additional tests beyond those ordered by the Engineer to ensure proper quality control

Document each asphalt content test in a manner acceptable to the Engineer's representative. At a minimum include in each test report the information specified in AASHTO T-287. Provide the written test reports to the Engineer as soon as practicable upon completion of each test.

When directed by the Engineer, provide samples of material per 403.06. Samples obtained per 403.06 will be used, at the Engineer's discretion, to determine aggregate gradation.

The Engineer may order additional tests based on the scope of the project, schedule of asphalt concrete placement, or if workmanship problems become evident. Nothing in this specification, if and when deemed necessary, shall preclude the Engineer from obtaining and testing samples by any other generally acceptable method, in accordance with established standards and practices.

**Payment and Acceptance:** Payment for asphalt concrete paving items representing each day's production will be as accepted and authorized by the Engineer on the basis of weight slips and the following pay schedule. Weight slips shall indicate gross, tare, and net weights, not batch weights.

Acceptance and payment for each type of material will be based on the measured virgin asphalt binder content as compared with that specified, and verified through the data logs. All production data logs shall be correlated to the loading time by the production plant. Resulting pay adjustment(s) will be made in accordance with the following schedule:

### PAY SCHEDULE

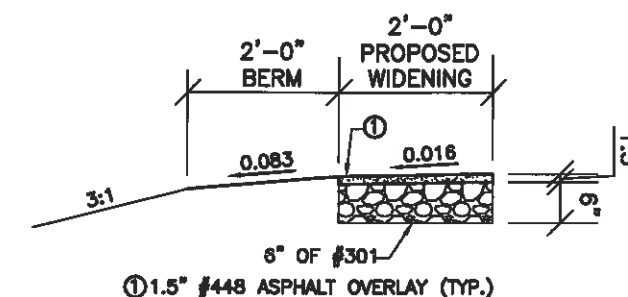
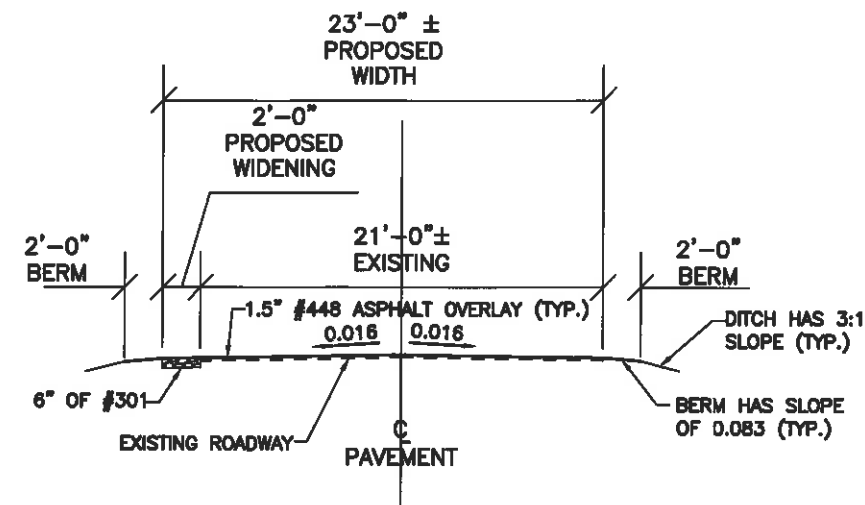
Pay Factor Deviation Below Minimum Specified  
Required Virgin Asphalt Binder Content  
1.000.00 to 0.100.990.11 to 0.200.980.21 to 0.300.950.31 to 0.400.700.41 to 0.50 removal  
More than 0.50

The pay factor will be applied to the unit price for the respective item in the contract when calculating payment progress estimates.

It will be at the option of the Engineer to accept or reject material to which a minimum 0.70 pay factor is applicable or to which the specified Binder Grade has not been provided. If material is rejected, it shall be removed and replaced with acceptable material meeting the specification requirements at no additional cost to the Owner.

Total asphalt binder content pay adjustment shall be calculated according to Item 403.

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 wages.



TYPICAL DETAILS

DESIGNED  
MAJK  
CHECKED  
WTB

GENERAL NOTES AND  
TYPICAL DETAILS

FED AID PAVING

2  
3

LOG - CR 5 / VAR - Resurfacing  
 PID # 95198  
 General Summary

Federal Aid Paving FY2016

ROAD #	Section Begins	Section Ends	Road TO	Road Width	Finished Width	DISTANCE	Sq Yards	407 @ 0.075 GAL/S.Y.	301 Base		448 Base		448 Surface		448 Extra		Mill Built	202 Milling	202 Milling	209 Linear GR	617 Berm, Type A			
									IN	TONS	IN	TONS	IN	TONS	IN	TONS					Each	IN	TONS	
Federal Aid Paving - Major Collectors																								
5	-		US 68	CH 173 EAST	0.475	22	22	0.48	6,130.67	459.80		0	1.50	510	1.00	340	VARIABLE				2.50	77		
5	0.475		CH 173 EAST	TR 191 WEST	0.852	22	22	0.38	4,865.81	364.94		0	1.50	405	1.00	270	VARIABLE				2.50	61		
5	0.852		TR 191 WEST	CH 1	2.496	22	22	1.64	21,218.56	1,591.39		0	1.50	1768	1.00	1178	VARIABLE				2.50	267		
5	2.496		CH 1	TR 165 EAST	3.189	22	22	0.69	8,944.32	670.82		0	1.50	745	1.00	496	VARIABLE				2.50	112		
5	3.189		TR 165 EAST	TR 190 WEST	3.814	22	22	0.63	8,066.67	605.00		0	1.50	672	1.00	448	VARIABLE				2.50	101		
5	3.814		TR 190 WEST	CH 29 EAST	4.520	22	22	0.71	9,112.11	683.41		0	1.50	759	1.00	506	VARIABLE				2.50	115		
5	4.520		CH 29 EAST	CH 29 WEST	4.819	22	22	0.30	3,859.09	289.43		0	1.50	321	1.00	214	VARIABLE				2.50	48		
5	4.819		CH 29 WEST	Bridge	5.634	22	22	0.82	10,518.93	788.92		0	1.50	876	1.00	584	VARIABLE				2.50	132		
5	5.634		Bridge	TR 182 WEST	5.927	22	22	0.29	3,781.65	283.62		0	1.50	315	1.00	210	VARIABLE				2.50	47		
5	5.927		TR 182 WEST	SOUTH CORP LINE ZANESFIELD	6.893	22	22	0.97	12,467.84	935.09		0	1.50	1038	1.00	692	VARIABLE				2.50	157		
11	8.720		TR 32	Bellef. Corp Change (City)	9.687	21.3	23	0.97	13,048.05	978.60	6	4348		0	1.50	1087	VARIABLE				51	1.50	94	
11	9.687		Bellef. Corp Change (City)	TR 216 HARRISON & LAKE TWP LINE (City)	9.729	21.6	23	0.04	566.72	42.50	6	188		0	1.50	47	VARIABLE				2	1.50	4	
11	9.729		TR 216 HARRISON & LAKE TWP LINE (City)	Bellef. Driveway (City)	9.788	23	23	0.06	796.11	59.71	6	265		0	1.50	66	VARIABLE	5	1		3	1.50	5	
11	9.788		Bellef. Driveway (City)	Begin Southview park turnlane (City)	9.877	23	23	0.09	1,200.91	90.07		0		0	1.50	100	VARIABLE	5	0			1.50	8	
11	9.877		Begin Southview park turnlane (City)	End Southview park turnlane (City)	9.961	35	35	0.08	1,724.80	129.36		0		0	1.50	143	VARIABLE		2			1.50	8	
11	9.961		End Southview park turnlane (City)	CH 18 SOUTH (City)	10.157	23	23	0.20	2,644.69	198.35		0		0	1.50	220	VARIABLE		1			1.50	19	
11	10.157		CH 18 SOUTH (City)	PENN CENTRAL RR - Begin Viaduct Pavement (City)	10.180	23	23	0.00	40.48	3.04		0		0	1.50	3	VARIABLE		0			1.50	0	
11	10.233		PENN CENTRAL RR - End Viaduct Pavement (City)	DETROIT STREET (City)	10.337	26	31	0.10	1,891.41	141.86		0		0	1.50	157	VARIABLE	10	2			1.50	10	
11	10.337		DETROIT STREET (City)	BELLEFONTAINE WCL (City)	10.359	26	26	0.02	335.57	25.17		0		0	1.50	27	VARIABLE		1			1.50	2	
11	10.359		BELLEFONTAINE WCL (City)	End US 68 SOUTH MAIN ST, BELLEFONTAINE (City)	10.420	36	36	0.06	1,288.32	96.62		0		0	1.50	107	VARIABLE		0	1.5	1288.32		1.50	5
11	10.420		End US 68 SOUTH MAIN ST, BELLEFONTAINE (City)	End Turn Lane and Curbing (City)	10.484	36.5	36.5	0.03	578.16	43.36		0		0	1.50	48	VARIABLE		0	1.5	578.16		1.50	2
11	10.484		End Turn Lane and Curbing (City)	Harding Street (City)	10.719	30.5	30.5	0.23	4,204.93	315.37		0		0	1.50	350	VARIABLE	15	4			1.50	22	
11	10.719		Harding Street (City)	Begin Ludlow Turn Lane (City)	11.004	26.5	26.5	0.29	4,430.80	332.31		0		0	1.50	369	VARIABLE		4			1.50	27	
18	4.524		CH 43 WEST	UNION & LIBERTY TWP LINE TR 32 SOUTH	5.040	21	21	0.52	6,357.12	476.78		0		0	1.50	529	VARIABLE		1			1.50	50	
18	5.040		UNION & LIBERTY TWP LINE TR 32 SOUTH	TR 200 WEST	5.844	21	21	0.80	9,905.28	742.90		0		0	1.50	825	VARIABLE		1			1.50	78	
18	5.844		TR 200 WEST	TR 216 NORTH LAKE	5.904	21	21	0.06	739.20	55.44		0		0	1.50	81	VARIABLE		2			1.50	5	
18	5.904		TR 216 NORTH	CH 11 END	7.002	21	21	1.10	13,527.36	1,014.55		0		0	1.50	1127	VARIABLE		0			1.50	107	
43	1.900		CH 11	TR 33 PLEASANT & UNION TWP LINE	2.631	24	24	0.73	10,292.48	771.94		0		0	1.50	857	VARIABLE		1			1.50	71	
43	2.631		TR 33 PLEASANT & UNION TWP LINE	CH 31	3.641	24	24	1.01	14,220.80	1,066.56		0		0	1.50	1185	VARIABLE		1			1.50	98	
43	3.641		CH 31	TR 46 NORTH	4.145	24	24	0.50	7,096.32	532.22		0		0	1.50	591	VARIABLE		1			1.50	49	
43	4.145		TR 46 NORTH	TR 201 NORTH	4.635	24	24	0.49	6,899.20	517.44		0		0	1.50	574	VARIABLE		0			1.50	47	
43	4.635		TR 201 NORTH	TR 201 SOUTH	4.944	24	24	0.31	4,350.72	326.30		0		0	1.50	362	VARIABLE		0			1.50	30	
43	4.944		TR 201 SOUTH	TR 198	6.167	24	24	1.22	17,219.84	1,291.49		0		0	1.50	1434	VARIABLE		0			1.50	119	
43	6.167		TR 198	CH 18	6.813	24	24	0.65	9,095.68	682.18		0		0	1.50	757	VARIABLE		0			1.50	63	

16.46  
16.46

Item	Miles	Sq Yards	GAL/S.Y.	Gallons
Reclamite Rejuvenating Sealer	32.441	201,718	0.08	16,137
Reclamite Rejuvenating Sealer (City)	16.458	19,703	0.08	1,576
Federal Aid Paving Total				

Note: some sections of roads may be non-performed in order to stay within budget





*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;

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

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 journeyman 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**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.

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

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



General Decision Number: OH150002 02/06/2015 OH2

Superseded General Decision Number: OH20140002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015

BRKY0007-003 06/01/2011

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.29	16.80

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BROH0001-001 07/01/2014

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.05	13.02

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BROH0001-004 06/01/2014

	Rates	Fringes
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ELECTRICIAN.....\$ 28.13 14.56

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ENGI0018-003 05/01/2014

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,  
PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.93	13.90
GROUP 2.....	\$ 33.83	13.90
GROUP 3.....	\$ 32.79	13.90
GROUP 4.....	\$ 31.57	13.90
GROUP 5.....	\$ 26.28	13.90
GROUP 6.....	\$ 34.18	13.90
GROUP 7.....	\$ 34.43	13.90

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push

Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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 ENGI0018-004 05/01/2014

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,

HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 32.44	13.90
GROUP 2.....	\$ 32.32	13.90
GROUP 3.....	\$ 31.28	13.90
GROUP 4.....	\$ 30.10	13.90
GROUP 5.....	\$ 24.64	13.90
GROUP 6.....	\$ 32.69	13.90
GROUP 7.....	\$ 32.94	13.90

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill



(all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2014

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR  
ASBESTOS; HAZARDOUS/TOXIC  
WASTE PROJECTS

GROUP 1 - A & B.....	\$ 37.55	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 37.22	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 33.49	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 29.54	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 26.15	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 34.42	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 34.12	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 30.70	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 27.08	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 23.97	17.51
ALL OTHER WORK		
GROUP 1.....	\$ 31.29	17.51
ALL OTHER WORK		
GROUP 2.....	\$ 31.02	17.51
ALL OTHER WORK		
GROUP 3.....	\$ 27.91	17.51
ALL OTHER WORK		
GROUP 4.....	\$ 24.62	17.51
ALL OTHER WORK		
GROUP 5.....	\$ 21.79	17.51

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag

Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set;

Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2014

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....\$ 31.30 20.68

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IRON0017-010 05/01/2014

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including metal building erection & Reinforcing.....\$ 31.30 20.68

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IRON0044-002 06/01/2013

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 22.70	18.40
Ornamental; Structural.....	\$ 25.00	18.40

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IRON0055-003 07/01/2013

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 19.40	18.32
Flat Road Mesh.....	\$ 20.75	18.00
Tunnels & Caissons Under Pressure.....	\$ 28.50	18.00
All Other Work.....	\$ 28.32	19.35

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IRON0147-002 06/01/2014

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 25.39	19.12
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IRON0172-002 06/01/2014

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line

starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 27.67	18.25
<hr style="border-top: 1px dashed black;"/>		
IRON0207-004 06/01/2013		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 29.06	19.36
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	19.36
<hr style="border-top: 1px dashed black;"/>		
IRON0290-002 06/01/2014		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 26.73	19.50
<hr style="border-top: 1px dashed black;"/>		
IRON0372-002 06/01/2013		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

PLUM0396-001 06/01/2014

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.56	18.40

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PLUM0495-002 06/01/2014

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 30.42	20.06

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PLUM0577-002 06/01/2014

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 26.80	21.88

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PLUM0776-002 07/01/2013

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.20	20.24

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TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER GROUP 1.....	\$ 23.38	13.18

GROUP 2.....\$ 23.80

13.18

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

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TEAM0436-002 05/01/2014

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.15	14.85
GROUP 2.....	\$ 26.65	14.85

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical



order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

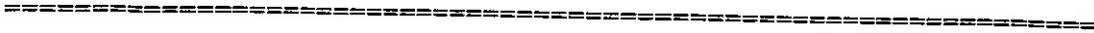
Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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



END OF GENERAL DECISION