

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PENNDOT FORM EDD-VI

ENVIRONMENTAL DUE DILIGENCE (EDD) PHASE 1
VISUAL INSPECTION FORM

DATE: _____

SR/SEC: _____

COUNTY: _____

SEGMENT: _____

ECMS
Project#: _____

ACTIVITY: _____

Location: _____

Visual Site Inspection (EDD-PHASE 1):

- *Stressed Vegetation* Yes [] No []
- *Staining on Soils* Yes [] No []
- *Staining Along PennDOT ROW
or on ROW Materials* Yes [] No []
- *Detectable Odors* Yes [] No []

Comments: Attached additional pages or information as necessary.

Findings

Check one:

- Due diligence inspection performed and no visual evidence of a spill or release in project ROW was detected.
- Due diligence inspection performed and evidence of a spill or release in project ROW was detected. Phase 2 documents attached.
- Due diligence not applicable for this project. No waste or fill.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

PENNDOT EDD-VII

CLEAN FILL ENVIRONMENTAL DUE DILIGENCE [EDD] PHASE 2

DATE : _____

SR/SEC : _____ ECMS PROJECT # : _____

SEGMENT : _____

COUNTY : _____

ACTIVITY : _____

LOCATION : _____

A Phase 1 EDD was conducted for the above project and has identified evidence of a potential spill or release of regulated substances to the material. A Phase 2 EDD was performed.

Findings Check all that apply:

- 1. Based on the results of the Phase 2 investigations, it has been determined that **no** spill or release has occurred.
- 2. Based on the results of the Phase 2 investigations, there is documented evidence that a spill or release has occurred. **MUST COMPLETE ITEM 3**
- 3. If Item 2 is checked, Item 3 must be completed: The materials were Collected and sampled, in accordance with Appendix A of the PADEP Management of Fill Guidance, and
 - All regulated substances analyzed were reported as non-detectable. Form FP-001 must be completed along with the laboratory data, and provided to the property owner of the fill receiving site. Attach documentation.
 - The concentration of regulated substances detected were below the levels indicated in Table FP-1a/1b. Form FP-001 must be completed along with the laboratory data, and provided to the property owner of the fill receiving site. Attach documentation.
 - The concentration of regulated substances detected exceeds the levels in Table FP-1a/1b, but are below the levels indicated in Table GP-1a/1b. **The material is Regulated Fill** and must be approval by the PENNDOT Project Manager for use. If approved, PADEP General Permit WMGR096 must be obtained.
 - The concentration of regulated substances detected exceeds the levels in Table GP-1a/1b. **The materials are a waste.** Manage in accordance with applicable PA Solid Waste Management Act waste regulations. Attach documentation.

SIGNATURE : _____

PRINTED NAME : _____

TITLE : _____

ORGANIZATION : _____

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

NOTE: PERSONS INVOLVED IN PERFORMING EDD ACTIVITIES DO NOT NEED TO COMPLETE ALL STEPS OF THIS PROCESS. ONLY THOSE REQUIRED FOR PROPERLY CHARACTERIZING MATERIALS TO DETERMINE THEY ARE CLEAN FILL.

EDD Phase 2: STEP 1

- **Property ownership and use histories (deed reviews) for evidence of potential releases of wastes or chemicals from operations along the PennDOT ROW:**

Land and Property Use and Ownership Types Found (Check All That Apply):

- *Public* []
- *Private* []
- *Agricultural* []
- *Industrial* []
- *Commercial* []
- *Residential* []
- *Unused* []
- *Other* []

(Specify) _____

- **Searching environmental databases to determine the existence of potential impacts from any types of waste sites or related activities that exist or may have existed within the vicinity of the PennDOT ROW: (See Appendix 1)**

Databases Searched (Check All That Apply):

- *PennDOT* []
- *PA DEP* []
- *US EPA* []
- *Other* []

(Specify) _____

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

- **Conducting Interviews with All Relevant Parties to determine whether there had been any incidents that involved the release of substances directly to the PennDOT ROW:**

Interviews Conducted (Check All That Apply):

- *Former Property Owners* []
- *Current Property Owners* []
- *Former Land Owners* []
- *Current Land Owners* []
- *Fire Departments* []
- *Hazardous Materials Teams* []
- *Regulatory Agencies* []

(Specify) _____

- **Examination of aerial photographs in order to determine all land uses within the vicinity of the ROW:**

- Aerial Photographs Evaluated Yes [] No []; if “Yes”: refer to Appendix 1 for a Pennsylvania Department of Conservation and Natural Resources (PA DCNR) web site address for locating aerial photographs.

- **Examination of Sanborne or other fire insurance maps (*there is an additional cost for obtaining these*), in order to determine the existence of businesses that may have had any prior releases of **regulated substances** to the PennDOT ROW:**

- *Sanborne Fire Insurance Maps Examined* []; refer to Appendix 1 for web site address and telephone number for obtaining these maps;
- *Alternate Fire Insurance Maps Examined* []

(Specify) _____

EDD Phase 2 STEP 2:

- **Sampling and Analysis of PennDOT ROW Materials.** If there is documented evidence of a spill or release, materials **must be tested** to determine if they are clean fill, **regulated fill, or** to characterize for proper waste disposal.
- **Sampling and analysis should be conducted in accordance with Appendix A of the PA DEP Management of Fill Guidance: 258-2182-773 April 24, 2004.**

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

APPENDIX 1: LISTING OF WEB SITES AND RELATED CONTACTS FOR ENVIRONMENTAL DUE DILIGENCE DATABASE SEARCHES

Pennsylvania Department of Environmental Protection (PA DEP) -Related Sites

- **Pennsylvania Municipal and Residual Waste Facilities** (web link: www.dep.state.pa.us/dep/deputate/airwaste/wm/mrw/Docs/Landfill_list.htm); (this website contains descriptions of all Pennsylvania landfills and incinerators (site name, permit number, host county, municipality, and contact person), all arranged by PA DEP region; for more information, click on either the facility name link (this leads to the PA DEP Environmental Facility Application and Compliance Tracking System (E-Facts) information about any specific facility) or contact person (e-mail) link).
- **Pennsylvania Land Recycling and Environmental Remediation Standards Act (Act 2) Sites** (web link: www.pasitefinder.state.pa.us/Site_listing.asp); this website contains information on all Act 2 sites that have been completed to date and updates that are made to the website when needed; click on the “more details” box associated with each site listed to obtain an interactive “E-Map” location/link for any site selected along with pertinent site information).
- **Pennsylvania Hazardous Sites Cleanup Act (HSCA) Sites** (web link: www.dep.state.pa.us/dep/deputate/airwaste/wm/hscp/docs/HSCA_Site_List.pdf); this website brings up a list of Pennsylvania HSCA sites that are arranged by PA DEP Region and shows municipality, county, number and dates for HSCA responses (interim and remedial levels), in addition to the site status (complete, listed on Pennsylvania Priority List, or de-listed).
- **Pennsylvania Storage Tank Release and Active Storage Tank Sites** (web link for storage tank releases: www.dep.state.pa.us/dep/deputate/airwaste/wm/Tanks/Document/tank_release.htm); this website contains a listing of all known storage tank incidents, and is arranged by PA DEP region (with each regional incident alphabetized by county); other details included are facility I. D. #, site name, address, city, county, incident description, confirmation date, type of incident (underground storage tank release (petroleum or hazardous material), or above-ground storage tank release; click on the “Tank Incidents” PDF or Adobe Acrobat Files to see the entire list of storage tank releases to date); web link for active storage tanks: www.dep.state.pa.us/dep/deputate/airwaste/wm/tanks/storagetanks/tank_listings.htm; click on the PA DEP Regional links to obtain Excel spreadsheet lists of storage tanks; information similar to what can be found on the storage tank release sites (except releases) can be found on the active storage tanks list).

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

APPENDIX 1: LISTING OF WEB SITES AND RELATED CONTACTS FOR ENVIRONMENTAL DUE DILIGENCE DATABASE SEARCHES

United States Environmental Protection Agency (US EPA)-Related Sites

- ***Pennsylvania Comprehensive Environmental Response and Liability Act (CERCLA/Superfund) Sites*** (web link: www.epa.gov/reg3hwmd/super/PA/index.htm); this website contains information on all Pennsylvania Superfund sites, including name, address, city, county, zip code, US EPA I. D. number, and National Priority List (NPL) status; click on the site name to learn more about any Superfund site).
- ***Pennsylvania Resource Conservation and Recovery Act (RCRA) Facilities*** (web link: www.epa.gov/reg3wcmd/ca/pa.htm); this website contains information for all Pennsylvania RCRA sites, including facility name (click on this for more details), US EPA I. D. number, location (click on this link to get a map showing the site in relation to nearby roadways), environmental indicators (human exposure, groundwater – click on either of these to get the documentation sheets for either or both), and clean up status (initiated, remedy selected, complete with or without controls, construction completed)).
- ***Toxic Release Inventories (TRI)*** (web link: www.epa.gov/tri); this website is from the US EPA, and contains some background information about TRI is and how it is used; releases for specific areas can be found by entering a zip code on the title page; from here, the user can view the facilities that are part of the TRI for the zip code entered, and the extent of releases that have occurred over the years (starting with 1989, and continuing through 2001, the latest year for which TRI information is available); click on the name of any facility shown to obtain a detailed report about the releases and related activities associated with the facility (onsite, off-site, air emissions, water discharges, land disposal)).
- ***Comprehensive Federal and State Site Environmental Database (Enviro-Facts)*** (web link: www.epa.gov/enviro/index_java.html); this website contains information about virtually every type of environmental matter known, both in terms of facilities and the media affected by these facilities' collective activities; under the “**topics**” tab, click on the links related to “*waste*”, “*water*”, “*air*”, “*toxics*”, “*land*”, “*radiation*”, “*maps*”, and “*other*”, to determine the type of media information desired; under the “**advanced capabilities**” tab, click on the “*queries*”, “*maps*”, or “*reports*” links to locate more specific information; from here, the user will be led to a page where queries about any type of environmental site can be entered using a zip code, county or State abbreviation; click on the “find it” link to locate information about one or multiple environmental sites, or, to generate map locations for the any type of environmental site activity desired; the map is interactive, and the user can “zoom in” for closer details about the site; this database may include information on sites from the aforementioned Municipal and Residual Waste, Storage Tanks, RCRA, HSCA, CERCLA, Act 2, and TRI databases; sites with National Pollutant Discharge Elimination System (NPDES) and radiation-related permits also included in this database).

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

APPENDIX 1: LISTING OF WEB SITES AND RELATED CONTACTS FOR ENVIRONMENTAL DUE DILIGENCE DATABASE SEARCHES

Sites for Aerial Photographs and Fire Insurance Maps

- ***Aerial Photographs:*** Aerial photographs may be accessed via the Pennsylvania Department of Conservation and Natural Resources (PA DCNR) web site (web link: www.dcnr.state.pa.us/topogeo/gismaps/aerials.aspx.htm; click on the “Proceed to the new DCNR” link, then click on the “Aerial Photos” option; this will lead to a link for the U. S. Geological Survey’s Aerial Photo Finder; information can be sought, and site location maps can be generated by selecting the “zip code”, “populated place”, or “map location” options).
- ***Sanborne Fire Insurance Maps:*** These maps may be obtained from EDR Sanborne, Inc., at 1-800-352-0050, or at www.edrnet.com; click on the “Sanborne Maps” link, and then click on the phrase “Download Sample” to view an example of this map type. **There is an additional cost for obtaining these maps.**

INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES
PROJECT DEVELOPMENT CHECKLIST



PART 1. TO BE COMPLETED BY DISTRICT DESIGN UNIT

Project No. 62994 District 4-0 County SUSQUEHANNA
 S.R. 0092 Section 502 Project Designer CHICK NIHEN
 Estimated Project Cost \$ 848,748.00 Anticipated Letting Date APRIL 12 2012

The District Design Unit is preparing the Plans, Specifications, and Estimate (PS&E) package for the above referenced project. Use the table provided below to indicate what should be included in the special provision for Section 609 entitled "Table A Appendix". Refer to Publication 408, Section 609, for standard office / Laboratory sizes and the specification requirements that are applicable to each piece of such equipment. Indicate in the Lease column the number of the Electronic Equipment that will be supplied by the BOCM IT Equipment Lease. The Municipal Project column is for Municipal Projects only. The 688 Spec is permissible to use for only Municipal Projects. Districts utilizing Pub 408 Section 688 to obtain computers for Municipal Projects must prepare and provide their own Special Provision to obtain printers and/or scanners. If an item is not needed, enter 0.

PART 2. TO BE COMPLETED BY DISTRICT CONSTRUCTION UNIT

Table A			
Office(s)/Laboratory	609 Qty	Lease Qty	Municipal Project
Inspector's Field Office - Type A			
Inspector's Field Office - Type B	1		
Inspector's Field Office - Type C			
Proportioning Plant Office			
Field Laboratory			
Communication Equipment			
Copier	1		
Fax Machine	1		
Cellular Phone(s)			
Electronic Equipment			
Digital Camera	1		
Document Scanner			(District Special)
Laser Printer		1	(District Special)
Color Printer			(District Special)
Desktop Computer		1	(688 spec)
Laptop Computer			(688 spec)
Specialized Equipment			
Surveyor's Level & Measuring Rod			
Electronic Digitizer			
Digital Display Level			
Infrared Thermometer			
Laser Range Finder			
Miscellaneous Items			
Internet Service Provider			(Yes)
Computer Media ¹			(Yes) No
Toners/Cartridges ¹			(Yes) No

¹ Circle Yes only if computers and/or printers are being leased or supplied through Pub 408 Sections 609 and 688.

PART 3. TO BE COMPLETED BY THE ADE FOR THE RESPONSIBLE UNIT (CONSTRUCTION OR MAINTENANCE)

[Signature] ASSISTANT DISTRICT EXECUTIVE (or Representative) – CONSTRUCTION / MAINTENANCE
 SIGNATURE DATE 12/1/11

CC: District IT Lease Point of Contact



Pennsylvania Department of Transportation
Engineering District 4-0
55 Keystone Industrial Park
Dunmore, PA 18512

July 25, 2011

Re: Erosion & Sedimentation Pollution Control Plan
S.R. 0092 Section 502 Project
Susquehanna Borough, Susquehanna County, PA

Dear Mr. Nihen,

The Erosion & Sedimentation (E&S) Pollution Control Plan for the above referenced project has been reviewed by the Susquehanna County Conservation District. It adequately addresses the potential for erosion and sedimentation as a result of project related earthmoving activities.

In order to abide by the state law: (1) this plan and narrative must be kept at the construction site for reference; (2) the E&S control measures must be implemented according to the construction sequence in the E&S pollution control plan and according to the standards & specifications in the plan drawings.

Provided that you follow the plan as proposed, there should be no appreciable negative impacts resulting from the activity. The Conservation District reviews this plan solely to determine whether it is adequate to satisfy the requirements of the PA Clean Streams Law, Title 25 PA Code, sec. 102.1, et seq., the E&S control regulations of the Department of Environmental Protection. By a determination that the plan is adequate to meet those requirements, neither the conservation district nor the county assumes any responsibility for the implementation of the plan and for the proper construction, maintenance and removal of the control measures. We appreciate your cooperation in submitting an E&S plan.

Yours in conservation,

Eric B. Watkins
Program Specialist I

Enclosures: Narrative & Stamped Approved Plans (1 set)

Cc: File

General Decision Number: PA120014 03/02/2012 PA14

Superseded General Decision Number: PA20100014

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Modification Number	Publication Date
0	01/06/2012
1	02/10/2012
2	02/24/2012
3	03/02/2012

BOIL0013-003 01/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 37.35	30.02

 CARP0076-011 05/01/2008

COLUMBIA, MONTOUR, NORTHUMBERLAND, SCHUYLKILL, SNYDER, UNION, the lower part of Luzerne county, Carbon County, Banks, Lusanna, Lehigh, Packer, Kidder townships, and part of Penn Forest

	Rates	Fringes
MILLWRIGHT.....	\$ 26.56	13.02

 CARP0191-002 05/01/2008

YORK COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 26.56	13.02

 CARP0287-009 05/01/2008

ADAMS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, PERRY, NEW CUMBERLAND ARMY DEPOT AND HARRISBURG YORK STATE AIRPORT IN YORK COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 26.56	13.02

 CARP0454-008 07/01/2011

Lehigh and Northampton Counties

	Rates	Fringes
PILEDRIVERMAN.....	\$ 38.15	28.27

 CARP0492-002 06/01/2010

BERKS COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 26.71	11.02

 CARP0600-005 05/01/2011

LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 33.44	20.17

 CARP1906-002 07/01/2011

CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto, Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehigh, and Parryville) , LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 33.76	24.84

 CARP2274-002 05/01/2011

EXCEPT LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 27.03	11.43

 CARP2274-003 05/01/2011

Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Luzerne, Lycoming, Monroe, Montour, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York

	Rates	Fringes
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PILEDRIVERMAN.....\$ 27.03 11.43

* ELEC0126-001 11/28/2011

	Rates	Fringes
Line Construction: (ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, LEBANON, JUNIATA, PERRY AND YORK COUNTIES)		
Groundman.....	\$ 22.45	26%+7.50
Lineman.....	\$ 37.42	26%+7.50
Truck Operator.....	\$ 24.32	26%+7.50
Winch Truck Operator.....	\$ 26.19	26%+7.50
Line Construction: (BERKS AND LEHIGH NORTHAMPTON COUNTIES)		
Groundman.....	\$ 22.45	\$7.50+26%
Lineman.....	\$ 37.42	\$7.50+26%
Truck Driver.....	\$ 24.32	\$7.50+26%
Winch Truck Operator.....	\$ 26.19	\$7.50+26%

ELEC1319-001 09/05/2011

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING,
MONROE, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER,
SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operators.....	\$ 45.45	14.40
Groundmen.....	\$ 28.46	10.13
Lineman.....	\$ 45.91	18.45
Truck Drivers.....	\$ 29.84	10.24

* ENGI0542-004 05/01/2011

	Rates	Fringes
Power equipment operators: (HIGHWAY CONSTRUCTION AND WATER LINES CONSTRUCTION (OFF PLANT SITE))		
GROUP 1.....	\$ 30.09	18.26
GROUP 1a.....	\$ 32.34	18.94
GROUP 2.....	\$ 28.91	17.92
GROUP 3.....	\$ 28.21	17.72
GROUP 4.....	\$ 27.76	17.59
GROUP 5.....	\$ 27.25	17.44
GROUP 6.....	\$ 30.33	18.32
GROUP 6a.....	\$ 32.58	18.98

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders,

tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls, bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment, and forklifts 20ft and over.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment, and forklift under 20 ft.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

TOXIC/HAZZARDOUS WAST REMOVAL

Add 20 per cent to basic hourly rate for all classifications

 * ENGI0542-022 05/01/2011

	Rates	Fringes
Power equipment operators: (HEAVY CONSTRUCTION:)		
GROUP 1.....	\$ 32.06	18.85
GROUP 1a.....	\$ 34.31	19.51
GROUP 2.....	\$ 31.72	18.77

GROUP 2a.....	\$ 34.02	19.44
GROUP 3.....	\$ 28.85	17.91
GROUP 4.....	\$ 27.72	17.57
GROUP 5.....	\$ 27.27	17.44
GROUP 6.....	\$ 26.39	17.20

HEAVY CONSTRUCTION:

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the employee works the day before and the day after the holiday.

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment, all types of cranes, cableways, and draglines.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: Backhoes, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump

grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0036-002 07/01/2011

CARBON, LEHIGH (Except Fogelsville), NORTHAMPTON AND MONROE (Except Tobyhanna Army Depot)

	Rates	Fringes
Ironworkers:		
Projects Over 25 Million		
Dollars.....	\$ 33.55	22.42
Projects Under 25 Million		
Dollars.....	\$ 33.05	22.42

IRON0404-006 07/01/2011

ADAMS, CUMBERLAND, DAUPHIN, LEBANON (Western 3/4), LANCASTER (Western part), LYCOMING, MONTOUR, NORTHUMBERLAND, JUNIATA, PERRY, SCHUYLKILL (Western tip to include the twps. of Fearnot, Good Spring, Hegins, Jolett, Klingerstown, Muir, Pittman Haas, Rough and Ready, Sacramento, Spring Glen, Suedberg, Tower City, and Valley View), SNYDER, UNION, AND YORK COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 29.02	24.05

IRON0420-006 07/01/2010

BERKS, LANCASTER (Eastern Part), LEBANON (Eastern 1/4), LEHIGH (Fogelsville), AND SCHUYKILL (Remainder) COUNTIES

	Rates	Fringes
Ironworkers:		
Projects less than		
\$200,000,000.....	\$ 28.50	22.00
STRUCTURAL, ORNAMENTAL,		
AND REINFORCING: Projects		
\$200,000,000 and greater,		
(all work).....	\$ 29.00	22.00

IRON0489-002 07/01/2010

BRADFORD, COLUMBIA, LACKAWANNA, LUZERNE, MONROE (Tobyhanna Depot only), PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE, WYOMING, CARBON (Northern tip - McAdoo), LYCOMING (Southern tip - Hughsville)

	Rates	Fringes
Ironworkers:		
Structural and Ornamental...	\$ 30.82	24.80

LABO0158-001 05/01/2011

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 17.32	12.78
GROUP 2.....	\$ 23.94	12.78
GROUP 3.....	\$ 20.93	12.78
GROUP 4.....	\$ 21.28	12.78
GROUP 5.....	\$ 21.95	12.78
GROUP 6.....	\$ 21.37	12.78
GROUP 7.....	\$ 21.66	12.78
GROUP 8.....	\$ 22.14	12.78

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: Hazardous/Toxic/Asbestos Waste Handler, Lead Paint Handler

GROUP 3: concrete pitman, puddlers, highway guide rail right of way and property fence slab reinforcement placers, Laborers, landscaper, seeders, planters, magazine tenders, laser beam men for pipe laying and paving machines,, railroad trackman, signalman, asphalt rakers, asphalt tamper, lute or screed man, pneumatic and electric tool operators, jackmammers, paving breakers, concrete saws, whacker vibrator, chainsaw, highway concrete block layers, sheet hammer, pipe layers, Walk Behind Rollers, Walk Behind Trencher

GROUP 4: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, walk behind rollers and concrete rubbers, blaster.

GROUP 5: Form Setter, Reinforced Steel Placer, Bonding Aligning and Securing and Burning and welding in Conjunction wth Rebar, and Concrete Surfacers.

FREE AIR TUNNELS AND ROCK SHAFTS

GROUP 6: Outside labers in conjunction with tunnels and rock shafts

GROUP 7: Chuck tenders, muckers, nippers, miners, inside

laborers

GROUP 8: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen, rebar steel placer, bonding and securing, welders, and concrete surfacers

PAIN0021-026 05/01/2010

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 28.45	9.60
Brush.....	\$ 22.57	9.60
Spray, Sandblast.....	\$ 23.57	9.60

PAIN0057-021 06/01/2011

JUNIATA COUNTY

	Rates	Fringes
Painters: (Commercial)		
Brush and Roller.....	\$ 25.28	13.34
Industrial Brush & Roller...	\$ 27.84	13.34
Spray.....	\$ 25.28	13.34
Painters: (Industrial)		
Bridge.....	\$ 30.92	14.09
Brush and Roller.....	\$ 25.72	14.09
Spray.....	\$ 25.72	14.09

PAIN1021-001 05/01/2009

BERKS, CARBON, LEBANON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 25.60	12.30
Bridge; Spray.....	\$ 26.60	12.30
Brush and Roller.....	\$ 24.75	12.30
Spray and Sandblast.....	\$ 25.75	12.30

PAIN1021-002 05/01/2009

BRADFORD, COLUMBIA, LACKWANNA, LUZERNE, LYCOMING, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 25.60	12.05
Bridge; Spray.....	\$ 26.60	12.05
Brush and roller.....	\$ 22.75	12.05
Spray, Sandblast.....	\$ 23.75	12.05

PLAS0592-004 06/01/2011

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.10	8.38

PLAS0592-005 06/01/2011

COLUMBIA COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.10	8.38

PLAS0592-017 05/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES.....	\$ 26.00	18.15

PLAS0592-018 05/01/2009

	Rates	Fringes
Cement Mason/Concrete Finisher Adams, Lancaster, and York Counties.....	\$ 25.35	15.05
PLASTERER Adams, Berks (Portions of), Lancaster, and Lebanon Counties.....	\$ 23.70	12.96

PLAS9592-002 05/01/2000

MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.88	4.05

TEAM0229-003 05/01/2011

	Rates	Fringes
TRUCK DRIVER (ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES)		
GROUP 1.....	\$ 30.73	0.00
GROUP 2.....	\$ 30.80	0.00
GROUP 3.....	\$ 31.29	0.00
Truck drivers: (BRADFORD AND TIOGA COUNTIES)		
GROUP 1.....	\$ 19.69	9.89
GROUP 2.....	\$ 19.76	9.89
GROUP 3.....	\$ 20.25	9.89

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat Bed Truck (Single-Axle), Dump Trucks (Under 10 Yds Single Axle), Stake Body Trck (Single Axle), Dumpster (Single Axle)

GROUP 2: Dump Truck (Over 10 Yds), Asphalt Distributors, Transit Mix (Under 5 Yds), Transit Mix (Over 5 Yds.), Flat or Stake Body (Tandem), Fuel Truck A-Frame/Winch Trucks, Dry Batch Truck, Truck Mounted Sweeper and Vac Trucks, Buses, Dumpster (Tandem)

GROUP 3: Euclid-Type, Off Highway Equipment-Back or Double Bottom Dump Trucks (Over 20 Tons), Straddle Trucks, Pusher, Articulate Dumped Trucks, Low Boy Trailers, Semi Trailers

Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

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)).

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**Bridge / Structures Related Effective Policy Letters
For Contractor's Alternate Designs**

In addition to applicable portions of Design Manual Part 4, Pub 408, BC and BD standards, and AASHTO Bridge Specifications all applicable portions of the following design policy (strike-off) letters will apply for alternate designs developed by the contractor. These policy letters cover a variety of issues, concepts, and specifications. Unless specifically permitted by the Alternate Specifications Part A or Part B, the contractor is not permitted to utilize new concepts.

Number	Date	Subject
431-04-01	1/13/04	Quality Control of Design Submissions
431-06-01	1/24/06	Moratorium on Non-Composite Adjacent Prestressed Concrete Box Beam Bridges
431-09-14	12/2/09	Publication 15M, Design Manual Part 4 Change No. 1
431-10-12	8/29/10	Bridge Design Standards, BD-600M Series (Pub. 218M): September 2010 Edition
431-10-13	11/16/10	Bridge Construction Standards, BC-700M Series (Pub. 219M): October 2010 Edition
431-11-03	4/4/11	Publication 218M, BD-628M Modifications to Approach Slab Joints and Waterproofing Details Implementation into Active Projects in Construction
431-11-06	7/13/11	Modification to Publication 15M, Design Manual Part 4 Implementation Measures to Mitigate Corrosion Of Substructure J-Bar Reinforcement
431-11-08	7/29/11	Publication 15M, Design Manual Part 4 Addition of Section B 2.9P and Quality Assurance Form D-519 to Design Manual Part 4 for Construction Loading on Bridges
431-11-09	8/26/11	Publication 15M, Design Manual Part 4 Revision of Appendix J - Approved Commercially Available or Consultant - Developed Software
431-11-10	12/21/11	Summary of New Bridge and Structure Products
431-12-01	1/20/12	Publication 219M, BC-799M - Mechanically Stabilized Earth (MSE) Retaining Walls - Modifications to Drainage Pipe Requirements for 100-Year Design Life and Implementation into Active Projects
431-12-02	2/13/12	Implementation of AAAP Cement Concrete

**APPENDIX C
DESIGNATED SPECIAL PROVISION 8 (DSP8)
F. A. R. – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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I. GENERAL—

- (a) 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 subcontract.
- (b) Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- (c) A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- (d) A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, (b);
 - Section IV, (a), (b), (c), (d), and (g);
 - Section V, (a) and (b)1 through (b)7.
- (e) Disputes arising out of the labor standards provisions of Section IV (except (e)) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved according to the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the Contractor's employees or their representatives.
- (f) Selection of Labor: During the performance of this contract, the Contractor shall not:
 - 1. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - 2. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- (a) **Equal Employment Opportunity (EEO).** EEO requirements not to discriminate and to take affirmative action to ensure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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:
 - 1. The Contractor will work with the Department and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

2. The Contractor will accept as his/her operating policy the following statement:

"It is the policy of this Company to ensure 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, preapprenticeship, and/or on-the-job training."

- (b) **EEO Officer.** The Contractor will designate and make known to the Department's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- (c) **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:
 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 6 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.
 2. 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 30 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 in the Contractor's procedures for locating and hiring minority group employees.
 4. 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.
 5. 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.
- (d) **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 minority groups in the area from which the project work force would normally be derived.
 1. 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. To meet this requirement, the Contractor will 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.
 2. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL 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 11246, as amended.)
 3. The Contractor will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

- (e) **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:
1. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 2. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 3. 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.
 4. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her 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/her avenues of appeal.
- (f) **Training and Promotion.**
1. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 2. 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% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 3. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 4. 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.
- (g) **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:
1. 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.
 2. The Contractor will use best 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.

3. 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 Department and shall set forth what efforts have been made to obtain such information.
 4. 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, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL 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 the Department.
- (h) **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.
1. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 2. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts that the Contractor enters into pursuant to this contract. The Contractor will use his/her best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from Department personnel.
 3. The Contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.
- (i) **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 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the FHWA.
1. The records kept by the Contractor shall document the following:
 - 1.a The number of minority and non-minority group members and women employed in each work classification on the project;
 - 1.b The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 1.c The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 1.d The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 2. The Contractor will submit an annual report to the Department 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. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- (a) By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- (b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- (c) The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE—

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

(a) General.

1. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination"), which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under (b) of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, (c)2, hereof. Also, for the purpose of this Section, 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 (d) and (e) of this Section IV.

2. 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.
3. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

(b) Classification.

1. The Department's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
2. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - the additional classification is utilized in the area by the construction industry;
 - the proposed wage rate, including any BONA FIDE fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - with respect to helpers, when such a classification prevails in the area in which the work is performed.
3. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
4. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. The wage rate (including fringe benefits where appropriate) determined pursuant to (b)3 or (b)4 of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

(c) Payment of Fringe Benefits.

1. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

2. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

(d) Apprentices, Trainees (Programs of the U.S. DOL), and Helpers.

1. Apprentices.

- 1.a 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 1.b The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.
- 1.c 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-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits according to 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid according to that determination.
- 1.d In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

2. Trainees.

- 2.a 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 DOL, Employment and Training Administration.

- 2.b** The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- 2.c** Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- 2.d** In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor 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.

3. Helpers.

- 3.a** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV, (b). Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) 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 (d) 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.

(f) Withholding.

The Department shall, upon its own action or upon written request of an authorized representative of the DOL, withhold, or cause to be withheld, from the Contractor or subcontractor 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, as 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 Department's contracting officer 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.

(g) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in (d) and (e) above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(h) Violation.

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in (g) above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in (g), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in (g).

(i) Withholding for Unpaid Wages and Liquidated Damages.

The Department shall, upon its own action or upon written request of any authorized representative of the DOL, withhold, or cause to be withheld, from any monies 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 (h) above.

V. STATEMENTS AND PAYROLLS—

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

(a) Compliance with Copeland Regulations (29 CFR 3).

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor, which are herein incorporated by reference.

(b) Payrolls and Payroll Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
2. The payroll records shall contain the name, social security number, and address of each such employee; his/her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for BONA FIDE fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, (a). Whenever the Secretary of Labor, pursuant to Section IV, (c)2, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

3. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Department's Representative a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, (d) and (e), and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under (b)2 of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
4. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - that the payroll for the payroll period contains the information required to be maintained under (b)2 of this Section V and that such information is correct and complete;
 - that such 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 the Regulations, 29 CFR 3;
 - that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
5. 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 (b)4 of this Section V.
6. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
7. The Contractor or subcontractor shall make the records required under (b)2 of this Section V available for inspection, copying, or transcription by authorized representatives of the Department, the FHWA, or the DOL, 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 Department, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR—

- (a) On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the Contractor shall:
1. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 2. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 3. Furnish, upon the completion of the contract, to the Department's Representative on Form FHWA-47 together with the data required in (a)2 relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- (b) At the prime contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT—

- (a) The Contractor shall perform with its own organization contract work amounting to not less than 30% (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. 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).
1. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
 2. "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 on the contract as a whole and in general are to be limited to minor components of the overall contract.
 3. The contract amount upon which the requirements set forth in (a) of Section VII is computed includes the cost of material and manufactured products, which are to be purchased or produced by the Contractor under the contract provisions.
 4. The Contractor shall furnish:
 - a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work according to the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and
 - such other of its own organizational resources (supervision, management, and engineering services) as the Department's contracting officer determines is necessary to ensure the performance of the contract.

5. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Department's 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 Department has ensured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION—

- (a) 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 Department's 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.
- (b) 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, according to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- (c) 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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS—

In order to ensure 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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

- (a) That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) That the firm shall promptly notify the Department of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (d) That the firm agrees to include or cause to be included the requirements of (a) through (d) of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—

(a) Instructions for Certification - Primary Covered Transactions.

(Applicable to all Federal-aid contracts—49 CFR 29.)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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 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's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the Department to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department to which this proposal is submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary 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 Transaction," provided by the Department entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
9. 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.
10. Except for transactions authorized under (a)6 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 may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transactions

- (a) The prospective primary 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 covered transactions by any Federal department or agency;

2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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 (a)2 of this certification; and
 4. Have not within a 3-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 primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

(b) Instructions for Certification - Lower Tier Covered Transactions.

(Applicable to all subcontracts, purchase orders, and other lower tier transactions of \$25,000 or more—49 CFR 29)

1. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
2. 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. 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.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 with which this transaction originated.
6. 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.

7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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.
9. Except for transactions authorized under (b)5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

- (a) 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 participation in this transaction by any Federal department or agency.
- (b) 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.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING—

(Applicable to all Federal-aid construction contracts and to all related subcontracts that exceed \$100,000—49 CFR 20)

- (a) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee 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," according to its instructions.

- (b) 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.

- (c) The prospective participant also agrees by submitting his/her bid or proposal that he/she 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 PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- (a) 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:
1. To the extent that qualified persons regularly residing in the area are not available.
 2. For the reasonable needs of the Contractor to employ supervisory or specially experienced personnel necessary to ensure an efficient execution of the contract work.
 3. 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 (a)3 shall not exceed 20% of the total number of employees employed by the Contractor on the contract work, except as provided in subparagraph (d) below.
- (b) The Contractor shall place a job order with the State Employment Service indicating
- the classifications of the laborers, mechanics and other employees required to perform the contract work,
 - the number of employees required in each classification,
 - the date on which he/she estimates such employees will be required, and
 - 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, he/she shall promptly notify the State Employment Service.
- (c) The Contractor shall give full consideration to all qualified job applicants referred to him/her by the State Employment Service. The Contractor is not required to grant employment to any job applicants who, in his/her opinion, are not qualified to perform the classification of work required.
- (d) If, within 1 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 (a)3 above.
- (e) The Contractor shall include the provisions of Sections (a) through (d) of this Attachment A in every subcontract for work, which is, or reasonably may be, done as on-site work.

Steel Escalation Option

The undersigned hereby certifies that he/she is authorized to make a decision, on behalf of the Bidder, regarding application of the provisions of the Standard Special Provision entitled "Price Adjustment for Steel Cost Fluctuations" to the following project:

ECMS Project No. _____ S.R. _____, Section _____ Letting Date _____

SSP SUBSECTION	CATEGORY NAME	OPTION-IN*	OPTION-OUT**
4.a	Guide Rail and Metal Median Barrier	<input type="checkbox"/>	<input type="checkbox"/>
4.b	Reinforcement Bars	<input type="checkbox"/>	<input type="checkbox"/>
4.c	Piles	<input type="checkbox"/>	<input type="checkbox"/>
4.d	Steel Sign Structure(s)	<input type="checkbox"/>	<input type="checkbox"/>
4.e	Fabricated Structural Steel	<input type="checkbox"/>	<input type="checkbox"/>
4.f	Precast Reinforced Concrete Box Culvert(s) / Prestressed Concrete Bridge Beam(s)	<input type="checkbox"/>	<input type="checkbox"/>

* Checking here **elects** the option to apply the provisions of the SSP entitled "Price Adjustment for Steel Cost Fluctuations" to the steel used in applicable materials placed as part of the work items in the indicated category.

** Checking here **declines** the option to apply the provisions of the SSP entitled "Price Adjustment for Steel Cost Fluctuations" to the steel used in applicable materials placed as part of the work items in the indicated category.

CONTRACTOR NAME

X

SIGNATURE

PRINTED NAME

DATE

The apparent low bidder is required to submit this form via fax to (717) 705-1504 by 3:00 pm prevailing local time within 7 calendar days after the bid opening. When the seventh calendar day after the bid opening falls on a day PennDOT offices are closed, submit this form via fax by 3:00 pm prevailing local time on the next business day.

If a properly completed form is not provided by the apparent low bidder within the time specified, the Department will consider the option to apply the price adjustment provisions to the project to be declined (i.e. Option-OUT will be selected for the project). If the form, when provided within the time specified, has been completed such that the Department is unable to ascertain the bidder's intention with regard to the inclusion of any one of the applicable steel product categories, the Department will consider the option to apply the price adjustment provisions to that product category to be declined (i.e. Option-OUT will be selected for the category). No further opportunity to elect steel escalation for the project or an individual steel product category will be made available to the bidder.

M-937R (8-09)



ROUTE/BRIDGE RESTRICTION

Construction, Maintenance, Bridge and Highway Occupancy Unit(s) must notify the District Permit Office **10 "WORKING" days** (excluding holidays) before prohibiting oversized/overweight vehicles from traveling through restricted area.

PLEASE PRINT - COMPLETE APPLICABLE BLANKS

Date Prepared: _____ Prepared By: _____

Contractor Name: _____ Phone #: _____

Restriction Type: Route Bridge Maintenance Project HOP Other _____

Origin County: _____ Origin Town: _____

Destination County: _____ Destination Town: _____

Start Date: _____ Tentative End Date: _____

State Route: _____ Travel Direction: North South East West

Starting Intersection: _____ Segment: _____ Offset: _____

Ending Intersection: _____ Segment: _____ Offset: _____

Complete this section if: (1) bi-directional restriction; (2) divided highway; (3) coincident SRs (e.g., 11/15, 22/322):

State Route: _____ Travel Direction: North South East West

Starting Intersection: _____ Segment: _____ Offset: _____

Ending Intersection: _____ Segment: _____ Offset: _____

Project Restriction Details

Maximum Length: _____ FT. _____ IN. Maximum Width: _____ FT. _____ IN.

Maximum Height: _____ FT. _____ IN. Maximum Gross Weight: _____ LBS.

Road/Bridge Closed: Yes No

"Oversize Vehicles Prohibited (R14-16-1)" Sign(s) placed in advance of Project: Yes No

Suggested detour routing for permitted loads:

- Northbound:
- Southbound:
- Eastbound:
- Westbound:

District Permit Office Use Only

Date Received in Permit Office:	Miscellaneous Restriction ID(s): # _____ # _____
Received and Processed by:	Canned Route(s): # _____ # _____
	Administrative Message(s): # _____ # _____

M-937RO (3-09)



ROUTE/BRIDGE RESTRICTION OPENING

Construction, Maintenance, Bridge and Highway Occupancy Unit(s) must notify the District Permit Office **5 "WORKING" days** (excluding holidays) before opening restricted area to oversize/overweight vehicles.

PLEASE PRINT - COMPLETE APPLICABLE BLANKS

Date Prepared: _____ Prepared By: _____

Opening Type: Route Bridge Maintenance Project HOP Other _____

Origin County: _____ Origin Town: _____

Destination County: _____ Destination Town: _____

Effective Opening Date: _____

State Route: _____ Travel Direction: North South East West

Starting Intersection: _____ Segment: _____ Offset: _____

Ending Intersection: _____ Segment: _____ Offset: _____

Complete this section if: (1) bi-directional restriction; (2) divided highway; (3) coincident SRs (e.g., 11/15, 22/322):

State Route: _____ Travel Direction: North South East West

Starting Intersection: _____ Segment: _____ Offset: _____

Ending Intersection: _____ Segment: _____ Offset: _____

Comments: _____

DISTRICT PERMIT OFFICE USE ONLY

Date Received in Permit Office:	Canned Route#(s): _____
Received and Processed by:	Deactivated on: _____
Miscellaneous Restriction ID:# _____ # _____	
Administrative Message#: _____ re-versioned with Opening Notice on: _____	
Administrative Message#: _____ re-versioned with Opening Notice on: _____	

**APPENDIX C
DESIGNATED SPECIAL PROVISION 8 (DSP8)
F. A. R. – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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I. GENERAL—

- (a) 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 subcontract.
- (b) Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- (c) A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- (d) A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, (b);
 - Section IV, (a), (b), (c), (d), and (g);
 - Section V, (a) and (b)1 through (b)7.
- (e) Disputes arising out of the labor standards provisions of Section IV (except (e)) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved according to the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the Contractor's employees or their representatives.
- (f) Selection of Labor: During the performance of this contract, the Contractor shall not:
 - 1. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - 2. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- (a) **Equal Employment Opportunity (EEO).** EEO requirements not to discriminate and to take affirmative action to ensure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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:
 - 1. The Contractor will work with the Department and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

2. The Contractor will accept as his/her operating policy the following statement:

"It is the policy of this Company to ensure 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, preapprenticeship, and/or on-the-job training."

- (b) **EEO Officer.** The Contractor will designate and make known to the Department's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- (c) **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:
 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 6 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.
 2. 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 30 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 in the Contractor's procedures for locating and hiring minority group employees.
 4. 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.
 5. 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.
- (d) **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 minority groups in the area from which the project work force would normally be derived.
 1. 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. To meet this requirement, the Contractor will 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.
 2. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL 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 11246, as amended.)
 3. The Contractor will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

- (e) **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:
1. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 2. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 3. 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.
 4. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her 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/her avenues of appeal.
- (f) **Training and Promotion.**
1. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 2. 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% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 3. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 4. 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.
- (g) **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:
1. 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.
 2. The Contractor will use best 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.

3. 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 Department and shall set forth what efforts have been made to obtain such information.
 4. 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, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL 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 the Department.
- (h) **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.
1. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 2. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts that the Contractor enters into pursuant to this contract. The Contractor will use his/her best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from Department personnel.
 3. The Contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.
- (i) **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 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the FHWA.
1. The records kept by the Contractor shall document the following:
 - 1.a The number of minority and non-minority group members and women employed in each work classification on the project;
 - 1.b The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 1.c The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 1.d The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 2. The Contractor will submit an annual report to the Department 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. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- (a) By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- (b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- (c) The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE—

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

(a) General.

1. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination"), which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under (b) of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, (c)2, hereof. Also, for the purpose of this Section, 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 (d) and (e) of this Section IV.

2. 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.
3. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

(b) Classification.

1. The Department's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
2. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - the additional classification is utilized in the area by the construction industry;
 - the proposed wage rate, including any BONA FIDE fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - with respect to helpers, when such a classification prevails in the area in which the work is performed.
3. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
4. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. The wage rate (including fringe benefits where appropriate) determined pursuant to (b)3 or (b)4 of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

(c) Payment of Fringe Benefits.

1. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

2. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

(d) Apprentices, Trainees (Programs of the U.S. DOL), and Helpers.

1. Apprentices.

- 1.a 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 1.b The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.
- 1.c 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-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits according to 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid according to that determination.
- 1.d In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

2. Trainees.

- 2.a 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 DOL, Employment and Training Administration.

- 2.b** The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- 2.c** Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- 2.d** In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor 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.

3. Helpers.

- 3.a** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV, (b). Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) 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 (d) 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.

(f) Withholding.

The Department shall, upon its own action or upon written request of an authorized representative of the DOL, withhold, or cause to be withheld, from the Contractor or subcontractor 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, as 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 Department's contracting officer 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.

(g) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in (d) and (e) above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(h) Violation.

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in (g) above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in (g), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in (g).

(i) Withholding for Unpaid Wages and Liquidated Damages.

The Department shall, upon its own action or upon written request of any authorized representative of the DOL, withhold, or cause to be withheld, from any monies 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 (h) above.

V. STATEMENTS AND PAYROLLS—

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

(a) Compliance with Copeland Regulations (29 CFR 3).

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor, which are herein incorporated by reference.

(b) Payrolls and Payroll Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
2. The payroll records shall contain the name, social security number, and address of each such employee; his/her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for BONA FIDE fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, (a). Whenever the Secretary of Labor, pursuant to Section IV, (c)2, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

3. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Department's Representative a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, (d) and (e), and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under (b)2 of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
4. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - that the payroll for the payroll period contains the information required to be maintained under (b)2 of this Section V and that such information is correct and complete;
 - that such 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 the Regulations, 29 CFR 3;
 - that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
5. 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 (b)4 of this Section V.
6. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
7. The Contractor or subcontractor shall make the records required under (b)2 of this Section V available for inspection, copying, or transcription by authorized representatives of the Department, the FHWA, or the DOL, 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 Department, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR—

- (a) On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the Contractor shall:
1. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 2. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 3. Furnish, upon the completion of the contract, to the Department's Representative on Form FHWA-47 together with the data required in (a)2 relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- (b) At the prime contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT—

- (a) The Contractor shall perform with its own organization contract work amounting to not less than 30% (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. 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).
1. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
 2. "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 on the contract as a whole and in general are to be limited to minor components of the overall contract.
 3. The contract amount upon which the requirements set forth in (a) of Section VII is computed includes the cost of material and manufactured products, which are to be purchased or produced by the Contractor under the contract provisions.
 4. The Contractor shall furnish:
 - a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work according to the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and
 - such other of its own organizational resources (supervision, management, and engineering services) as the Department's contracting officer determines is necessary to ensure the performance of the contract.

5. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Department's 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 Department has ensured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION—

- (a) 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 Department's 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.
- (b) 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, according to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- (c) 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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS—

In order to ensure 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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

- (a) That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) That the firm shall promptly notify the Department of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (d) That the firm agrees to include or cause to be included the requirements of (a) through (d) of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—

(a) Instructions for Certification - Primary Covered Transactions.

(Applicable to all Federal-aid contracts—49 CFR 29.)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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 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's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the Department to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department to which this proposal is submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary 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 Transaction," provided by the Department entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
9. 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.
10. Except for transactions authorized under (a)6 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 may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transactions

- (a) The prospective primary 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 covered transactions by any Federal department or agency;

2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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 (a)2 of this certification; and
 4. Have not within a 3-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 primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

(b) Instructions for Certification - Lower Tier Covered Transactions.

(Applicable to all subcontracts, purchase orders, and other lower tier transactions of \$25,000 or more—49 CFR 29)

1. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
2. 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. 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.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 with which this transaction originated.
6. 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.

7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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.
9. Except for transactions authorized under (b)5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

- (a) 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 participation in this transaction by any Federal department or agency.
- (b) 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.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING—

(Applicable to all Federal-aid construction contracts and to all related subcontracts that exceed \$100,000—49 CFR 20)

- (a) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee 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," according to its instructions.

- (b) 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.

- (c) The prospective participant also agrees by submitting his/her bid or proposal that he/she 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 PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- (a) 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:
1. To the extent that qualified persons regularly residing in the area are not available.
 2. For the reasonable needs of the Contractor to employ supervisory or specially experienced personnel necessary to ensure an efficient execution of the contract work.
 3. 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 (a)3 shall not exceed 20% of the total number of employees employed by the Contractor on the contract work, except as provided in subparagraph (d) below.
- (b) The Contractor shall place a job order with the State Employment Service indicating
- the classifications of the laborers, mechanics and other employees required to perform the contract work,
 - the number of employees required in each classification,
 - the date on which he/she estimates such employees will be required, and
 - 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, he/she shall promptly notify the State Employment Service.
- (c) The Contractor shall give full consideration to all qualified job applicants referred to him/her by the State Employment Service. The Contractor is not required to grant employment to any job applicants who, in his/her opinion, are not qualified to perform the classification of work required.
- (d) If, within 1 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 (a)3 above.
- (e) The Contractor shall include the provisions of Sections (a) through (d) of this Attachment A in every subcontract for work, which is, or reasonably may be, done as on-site work.