

PASPGP-4 PERMIT COMPLIANCE, SELF-CERTIFICATION FORM

Project Name: T-325 Eidenau Bridge Replacement

Applicant Name: Butler County Planning Commission

PA DEP Permit No.: GP111011623

Date of Issuance: NOV 22 2011

Corps Permit No. (if available): _____

Date of Issuance: _____

Waterway: Breakneck Creek

County: Butler

Dear Permittee:

In accordance with the compliance certification condition of your PASPGP-4 authorization, you are required to complete and sign this certification form and return it to the appropriate Corps of Engineers District in which the work is located:

U.S. Army Corps of Engineers,
Philadelphia District
Regulatory Branch
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

U.S. Army Corps of Engineers,
Baltimore District
1631 South Atherton Street
Suite 101
State College, PA 16801-6260

U.S. Army Corps of Engineers,
Pittsburgh District
Regulatory Branch
Federal Building, 20th floor
1000 Liberty Avenue
Pittsburgh, PA 15222-4186

Please note that the permitted activity is subject to compliance inspections by U.S. Army Corps of Engineer's representatives. As a condition of this permit, failure to return this notification form, provide the required information below, or to perform the authorized work in compliance with the permit, can result in suspension, modification or revocation of your authorization in accordance with 33 CFR Part 325.7 and/or administrative, civil, and/or criminal penalties, in accordance with 33 CFR part 326.

Please provide the following information:

1. Date authorized work commenced: _____
2. Date authorized work completed: _____
3. Was all work, including any required mitigation, completed in accordance with your PASPGP-4 authorization?
 YES NO
4. Explain any deviations (use additional sheets if necessary)

5. Was mitigation accomplished through an approved in-lieu fee program?
 YES NO (if **YES** please provide documentation, if **NO** complete Nos. 6 and 7 below).
6. Wetland Mitigation: Required? YES NO Required Completion Date _____
Completed? YES NO Mitigation Monitoring Reports Required? Yes No
7. Attach labeled photographs showing completed work including mitigation area(s) (not required for PADEP GP's/Waivers)

I hereby certify that, except as noted above, that all work, including mitigation, has been completed in accordance with the terms and conditions, including special conditions of the above referenced permit.

<i>Applicant's Signature:</i>	<i>Consultant/Agent Signature:</i>
<i>Address:</i>	<i>Address:</i>
<i>Telephone:</i>	<i>Telephone:</i>
<i>Email:</i>	<i>Email:</i>

PENNSYLVANIA STATE PROGRAMMATIC GENERAL PERMIT – 4 (PASPGP-4)

July 1, 2011

Please note: the full text of the PASPGP-4 may be viewed on the Baltimore District web site at <http://www.nab.usace.army.mil/Wetlands%20Permits/> or by calling the Corps at 814-235-0570

Applicant: Butler County Planning Commission

State Authorization(s): PA111011623

Corps District:

Philadelphia

U.S. Army Corps of Engineers,
Philadelphia District
Regulatory Branch
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

Baltimore

U.S. Army Corps of Engineers,
Baltimore District
Regulatory Branch
1631 South Atherton Street
Suite 101
State College, PA 16801-6260

Pittsburgh

U.S. Army Corps of Engineers,
Pittsburgh District
Regulatory Branch
Federal Building 20th floor
1000 Liberty Avenue
Pittsburgh, PA 15222-4186

It has been determined that your proposed project, which includes the discharge of dredged and/or fill material and/or the placement of structures into waters of the United States, including wetlands, qualifies for Federal authorization under the provisions of Section 404 of the Clean Water Act and /or Section 10 of the River and Harbor Act of 1899, under the terms and conditions of the PASPGP-4.

All activities authorized under PASPGP-4 must comply with all conditions of the authorization, including General, Procedural, and Special Conditions. Failure to comply with all the conditions of the authorization, including project special conditions, will constitute a permit violation and may be subject to criminal, civil, or administrative penalties, and /or restoration.

The authorized activity must be performed in compliance with the following General Conditions to be authorized under PASPGP-4:

General Conditions:

- 1. Permit Conditions:** The permittee shall comply with all terms and conditions set forth in the PADEP authorization for use of this permit, including all conditions of Section 401 Water Quality Certification, and any subsequent amendment or modification to such authorization. The permittee shall conduct all work and activities in strict compliance with all approved maps, plans, profiles, and specifications used by PADEP and/or the Corps as the basis for its authorization or subsequent modification of authorization.
- 2. Aquatic Life Movements:** No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be appropriately depressed to maintain aquatic life movement and low flow conditions.
- 3. Threatened and Endangered Species:** If an activity is authorized under the PASPGP-4, and a Federally listed threatened or endangered species, or proposed species or critical habitat, is subsequently found to be present, all work must cease, and the Corps and USFWS (or NMFS) must be notified. The PASPGP-4 verification is suspended and will not be re-issued until consultation pursuant to Section 7 of the ESA is concluded and adverse effects to Federally listed threatened, endangered, and proposed species and critical habitat are avoided. Furthermore, persons have an independent responsibility under Section 9 of ESA to not engage in any activity that could result in the "take" of a Federally listed species.
- 4. Spawning Areas:** The permittee shall comply with all time-of-year restrictions as set forth by the PFBC or other designated agency. Discharges or structures in spawning or nursery areas shall not occur during spawning seasons, unless written approval is obtained by the PFBC or other designated agency. In addition, work in areas used for other time

sensitive life span activities of fish and wildlife (such as hibernation or migration) may necessitate the use of seasonal restrictions for avoidance of adverse impacts to vulnerable species. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.

5. Waterfowl Breeding and Wintering Areas: Activities including discharges of dredged or fill material or the placement of structures in breeding and wintering areas of migratory waterfowl must be avoided to the maximum extent practicable.

6. Shellfish Production: No discharge of dredged or fill material and/or the placement of structures may occur in areas of concentrated shellfish production, unless the discharge is directly related to an authorized shellfish harvesting activity.

7. Adverse Effects From Impoundments: If the activity, including the discharge of dredged or fill material or the placement of a structure, creates an impoundment of water, the adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow, including impacts to wetlands, shall be minimized to the maximum extent practicable.

8. Obstruction of High Flows: To the maximum extent practicable, the activity must be designed to maintain pre-construction downstream flow conditions (i.e., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters), and the structure or discharge of dredged and/or fill material shall be designed to withstand expected high flows.

9. Erosion and Sediment Controls: During construction, appropriate erosion and siltation controls must be used and maintained in effective operating condition in accordance with State regulations. All exposed soil and other fill material must be permanently stabilized.

10. Suitable Material: No activity, including discharges of dredged and/or fill material or the placement of structures, may consist of unsuitable material (i.e., asphalt, trash, debris, car bodies, etc.). No material discharged shall contain toxic pollutants in amounts that would violate the effluent limitation standards of §307 of the CWA.

11. Temporary Fill: Temporary fill in waters and wetlands authorized by the PASPGP-4 (i.e., access roads and cofferdams) shall be properly constructed and stabilized during use to prevent erosion and accretion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Whenever possible, rubber or wooden mats should be used for equipment access through wetlands to the project area. Temporary fills shall be removed, in their entirety, to an upland site, and suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their preconstruction contours, elevations, and hydrology and re-vegetated with non-invasive, native species.

12. Equipment Working in Wetlands: Measures must be taken to minimize soil disturbance when heavy equipment is used in wetland areas. These measures include, but are not limited to, avoiding the use of such equipment, use of timber mats or geotextile fabric, and the use of low pressure tire vehicles.

13. Installation and Maintenance: Any structure or fill authorized shall be properly installed and maintained to ensure public safety.

14. PASPGP-4 Verification:

a. The PASPGP-4 expires June 30, 2016, unless suspended or revoked.

b. Activities authorized under a project specific PASPGP-4 expire June 30, 2016, unless suspended, revoked, or the PADEP authorization expires, whichever date occurs sooner. Activities authorized under the project specific PASPGP-4 that have commenced construction or are under contract to commence construction will remain authorized provided the activity is completed within 12 months of the date of the PASPGP-4's expiration, modification, or revocation; or until the expiration date of the project specific verification, whichever is sooner.

15. One-Time Use: A PASPGP-4 authorization is valid to construct the project, or perform the activity, one time only, except for PASPGP-4 authorizations specifically issued for reoccurring maintenance activities.

16. **Water Supply Intakes:** No activity, including discharges of dredged and/or fill material and/or the placement of structures, may occur in the proximity of a public water supply intake and adversely impact the public water supply.

17. **Cultural Resources:** For all activities verified under a PASPGP-4, upon the discovery of the presence of previously unknown Historic Properties (historic or archaeological), all work must cease and the permittee must notify the SHPO and the Corps of Engineers. The PASPGP-4 authorization is not valid until it is determined, through the Section 106 consultation process, whether the activity will have an effect on the Historic Property. The PASPGP-4 may be re-verified and special conditions added if necessary, after an effects determination on the Historic Property is made. The PASPGP-4 authorization may be suspended and/or revoked in accordance with 33 CFR 325.7 for the specific activity if an adverse effect on the Historic Property cannot be avoided or mitigated.

18. **Tribal Rights:** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

19. **Corps Civil Works Projects:** The PASPGP-4 does not authorize any work which will interfere with an existing or proposed Corps Civil Works project (i.e., flood control projects, dams, reservoirs, and navigation projects). The permittee understands and agrees that, if future operations by the United States require removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation, or alteration.

20. **Navigation:** No activity authorized under PASPGP-4 may cause more than a minimal adverse effect on navigation. No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. In addition, activities that require temporary causeways that prohibit continued navigational use of a waterway (i.e., temporary causeways extending greater than $\frac{3}{4}$ the width across the waterway) shall be removed in their entirety upon completion of their use. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

21. **Inspections:** The permittee shall allow a District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with all the terms and conditions of the PASPGP-4. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work.

22. **PASPGP-4 Permit Compliance Self Certification Form:** A Self Certification Form, regarding the PASPGP-4 authorized work and required mitigation, will be forwarded to each permittee with the PASPGP-4 verification. Every permittee, who receives a written PASPGP-4 verification, shall submit the signed Self Certification Form upon completion of the authorized work and required mitigation. The completed form shall be returned to the appropriate Corps District.

23. **Permit Modifications:** Any proposed modification of the authorized overall project that results in a change in the authorized impact to, or use of waters of the United States, including jurisdictional wetlands, must be approved by PADEP. Corps approval is also required if the overall project had been previously reviewed by the Corps as a Category III activity, or the proposed modification causes the overall project impacts to exceed 1.0 acre of waters of the United States, including jurisdictional wetlands, or 250 linear feet of streams, rivers, other watercourses and open water areas. Project modifications that cause the overall project impacts to exceed 1.0 acre of waters of the United States, including wetlands, may not be eligible for PASPGP-4 and will be forwarded to the Corps for review.

24. **Recorded Conservation Instruments:** As per Part IV.A.26 and Part IV.B.4 and Part IV.C.8 of this permit, proposed Draft Conservation Instruments may be submitted by the applicant as part of the permit application package for review and approval. **When such proposed Conservation Instruments are submitted by the applicant, verification of the recorded deed restriction, conservation easement, or deed restricted open space area shall be forwarded to the appropriate Corps District and appropriate PADEP offices, prior to the initiation of any permitted work.**

25. **Property Rights:** This PASPGP-4 does not convey any property rights, either in real estate or material, or any exclusive privileges; nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

26. **Navigable Waters of the United States (Section 10 Waters):** In addition to the conditions referenced above, the following conditions are applicable for navigable waters of the United States eligible for the PASPGP-4. The PASPGP-4 may be used to authorize work in the following navigable waters of the United States:

- a. Codorus Creek – from the confluence with the Susquehanna River 11.4 miles upstream to the Indian Rock Dam in York, Pennsylvania;
- b. Main Stem Susquehanna River – from the confluence with the Chesapeake Bay upstream to Athens, Pennsylvania (approximately 4 miles south from the New York State line);
- c. West Branch of the Susquehanna River – from the confluence with the main stem Susquehanna River upstream to the dam at Lock Haven, Pennsylvania;
- d. Chester Creek – from the confluence with the Delaware River 2 miles upstream;
- e. Crum Creek – from the confluence with the Delaware River 1 mile upstream to the upstream side of the dam at Eddystone;
- f. Darby Creek – from the confluence with the Delaware River 5 miles upstream to the upstream side of 84th Street Bridge in Philadelphia;
- g. Delaware River – from the Morrisville-Trenton Railroad Bridge in Morrisville, Pennsylvania, including the West Branch of the Delaware River, upstream to the Pennsylvania/New York border at the 42nd parallel;
- h. Lehigh River – from the confluence with the Delaware River 72 miles upstream to the downstream side of PA Route 940 Bridge;
- i. Neshaminy Creek – from the confluence with the Delaware River, including the Neshaminy State Park Harbor Project at the mouth of Neshaminy creek, 4 miles upstream to the downstream side of the Newportville Bridge;
- j. Pennypack Creek – from the confluence with the Delaware River 2 miles upstream to the downstream side of Frankford Avenue Bridge in Philadelphia;
- k. Ridley Creek – from the confluence with the Delaware River 1 mile upstream to the upstream side of the Baltimore and Ohio Railroad Bridge in Chester, Pennsylvania;
- l. Schuylkill River – from the Fairmont Dam, 104 miles upstream to Port Carbon, Pennsylvania; and
- m. Schuylkill Navigation Channel (Manayunk Canal) – along the Schuylkill River for two miles from the Flat Rock dam to Lock Street in the Manayunk Section of Philadelphia, Pennsylvania.

27. **For Aerial Transmission Lines Across Navigable Waters:**

- a. The following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by existing fixed bridges, or the clearances which would be required by the United States Coast Guard for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electrical Safety Code:

NOMINAL SYSTEM VOLTAGE (kV)	Minimum additional clearance (ft.) above clearance required for bridges.
115 and below	20
138	22
161	24
230	26
350	30
500	35
700	42
750-765	45

i. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.

ii. Corps of Engineer regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both this regulation and ER 1110-2-4401 apply, the greater minimum clearance is required.

b. **Encasement:** The top of the cable, encasement, or pipeline shall be located a minimum of three feet below the existing bottom elevation of the streambed and shall be backfilled with suitable heavy material to the preconstruction bottom elevation. Where the cable, encasement, or pipeline is placed in rock, a minimum depth of one foot from the lowest point in the natural contour of the streambed shall be maintained. When crossing a maintained navigation channel, the requirements are a minimum of eight feet between the top of the cable, encasement, or pipeline and the authorized depth of the navigation channel. For maintained navigational channels, where the utility line is placed in rock, a minimum depth of two feet from the authorized depth of the navigation channel shall be maintained.

c. **As-built drawings:** Within 60 days of completing an activity that involves an aerial transmission line, submerged cable, or submerged pipeline across a navigable water of the United States (i.e., Section 10 waters), the permittee shall furnish the Corps and the National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7317, 1315 East-West Highway, Silver Spring, Maryland, 20910 with professional, certified as-built drawings, to scale, with control (i.e., latitude/longitude, state plane coordinates), depicting the alignment and minimum clearance of the aerial wires above the mean high water line at the time of survey or depicting the elevations and alignment of the buried cable or pipeline across the navigable waterway.

d. **Aids to Navigation:** The permittee must prepare and provide for United States Coast Guard (USCG) approval, a Private Aids To Navigation Application (CG-2554). The form can be found at: http://www.uscg.mil/forms/cg/CG_2554.pdf. Within 30 days of the date of receipt of the USCG approval, the permittee must provide a copy to the applicable Corps District.

By Authority of the Secretary of the Army:

David E. Anderson
Colonel, Corps of Engineers District
Engineer, Baltimore

Philip M. Secrist, III
Lieutenant Colonel, Corps of Engineers District
Engineer, Philadelphia

William H. Graham
Colonel, Corps of Engineers District
Engineer, Pittsburgh



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

NOV 22 2011

Butler County Planning Commission
Attn: Dave Johnston
124 W Diamond Street
P.O. Box 1208
Butler, PA 16003-1208

Re: General Permit Acknowledgment
DEP File No.: GP111011623
T-325 Eidenau Bridge Replacement
Jackson Township, Butler County

Dear Mr. Dave Johnston:

This acknowledges receipt of your notification (copy enclosed) and registers your use of a General Permit issued by the Department.

You are responsible for assuring the work is done in accordance with the drawings and conditions contained in the General Permit. You may proceed with your project after making the required notifications stipulated in the General Permit and after securing **all other approvals** that may be necessary.

Enclosed with this acknowledgement is your Federal Clean Water Act Section 404 authorization in the form of the Pennsylvania State Programmatic General Permit (PASPGP-4).

Your Erosion and Sedimentation Control Plan has been reviewed and determined adequate to meet the minimum requirements of Chapter 102. You are responsible for ensuring that adequate measures are taken during construction to implement and maintain BMPs to minimize the potential for accelerated erosion and sedimentation. The Department may, upon complaint or investigation, require additional BMPs or other measures on a case-by-case basis to correct or minimize the potential for accelerated erosion and sedimentation.

This authorization also includes the installation of temporary structures as shown on the approved Erosion and Sedimentation Control Plan. Changes to temporary in-stream structures may require you to request an amendment to this permit in advance of beginning construction. **No temporary construction roadway crossing is included with this authorization.** If you and the contractor decide one is needed, you will need to request an amendment to this permit.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. §7514, and the Administrative Agency Law, 2 Pa.C.S.A. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action

Mr. Dave Johnston

-2-

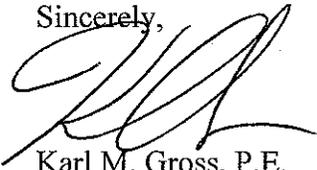
unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD 717.787.3483 FOR MORE INFORMATION.

If you have any questions, please contact William Sinick by e-mail at wilsinick@pa.gov or by phone at 814.332.6152.

Sincerely,



Karl M. Gross, P.E.
Permitting & Technical Services Chief
Watershed Management

Enclosure(s)

Copy of General Permit Registration
PASPGP-4 & Permit Compliance, Self-Certification Form

cc: Pittsburgh COE
Northwest PA Fish and Boat Commission
Butler County Conservation District
A.D. Marble & Company
File

KMG/rgd



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

NOV 22 2011

Butler County Planning Commission
Attn: Dave Johnston
124 W Diamond Street
P.O. Box 1208
Butler, PA 16003-1208

Re: General Permit Acknowledgment
DEP File No.: GP111011623
T-325 Eidenau Bridge Replacement
Jackson Township, Butler County

Dear Mr. Dave Johnston:

This acknowledges receipt of your notification (copy enclosed) and registers your use of a General Permit issued by the Department.

You are responsible for assuring the work is done in accordance with the drawings and conditions contained in the General Permit. You may proceed with your project after making the required notifications stipulated in the General Permit and after securing **all other approvals** that may be necessary.

Enclosed with this acknowledgement is your Federal Clean Water Act Section 404 authorization in the form of the Pennsylvania State Programmatic General Permit (PASPGP-4).

Your Erosion and Sedimentation Control Plan has been reviewed and determined adequate to meet the minimum requirements of Chapter 102. You are responsible for ensuring that adequate measures are taken during construction to implement and maintain BMPs to minimize the potential for accelerated erosion and sedimentation. The Department may, upon complaint or investigation, require additional BMPs or other measures on a case-by-case basis to correct or minimize the potential for accelerated erosion and sedimentation.

This authorization also includes the installation of temporary structures as shown on the approved Erosion and Sedimentation Control Plan. Changes to temporary in-stream structures may require you to request an amendment to this permit in advance of beginning construction. **No temporary construction roadway crossing is included with this authorization.** If you and the contractor decide one is needed, you will need to request an amendment to this permit.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. §7514, and the Administrative Agency Law, 2 Pa.C.S.A. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action

Mr. Dave Johnston

-2-

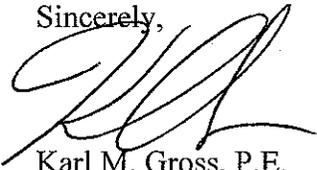
unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD 717.787.3483 FOR MORE INFORMATION.

If you have any questions, please contact William Sinick by e-mail at wilsinick@pa.gov or by phone at 814.332.6152.

Sincerely,



Karl M. Gross, P.E.
Permitting & Technical Services Chief
Watershed Management

Enclosure(s)

Copy of General Permit Registration
PASPGP-4 & Permit Compliance, Self-Certification Form

cc: Pittsburgh COE
Northwest PA Fish and Boat Commission
Butler County Conservation District
A.D. Marble & Company
File

KMG/rgd

County of Butler Eidenau Bridge Replacement Construction Schedule



Activity ID	Activity Desc.	Duration	Total Float	Early Start	Early Finish	2012												2013				
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
10	Administration	107d	0	18May2012	15Oct2012	10	[Gantt bar with red cross-hatch pattern]															
10.1	Advertisement	20d	20d	18May2012	14Jun2012	10.1	[Gantt bar with blue diagonal lines]															
10.2	Letting	0	0	12Jul2012	12Jul2012	10.2	[Vertical tick mark]															
10.3	Award	66d	69d	13Jul2012	12Oct2012	10.3	[Gantt bar with blue diagonal lines]															
10.4	Notice to Proceed	1d	69d	15Oct2012	15Oct2012	10.4	[Vertical tick mark]															
65	Utilities (Overhead)	30d	69d	16Oct2012	26Nov2012	65	[Gantt bar with blue diagonal lines]															
70	Mobilization	5d	0	25Feb2013	01Mar2013	70	[Vertical tick mark]															
72	Install Advanced Warning Signs/Detour Signs	10d	81d	18Feb2013	01Mar2013	72	[Gantt bar with blue diagonal lines]															
75	Shop Drawing P/S Beams	35d	85d	16Oct2012	03Dec2012	75	[Gantt bar with blue diagonal lines]															
75.10	Develop and Submit Shop Drawings	20d	85d	16Oct2012	12Nov2012	75.10	[Gantt bar with blue diagonal lines]															
75.20	Review/Approve Shop Drawings	15d	85d	13Nov2012	03Dec2012	75.20	[Gantt bar with blue diagonal lines]															
76	Beam Fabrication	10d	85d	04Dec2012	17Dec2012	76	[Gantt bar with blue diagonal lines]															
80	Construction - Eidenau Bridge T-325	68d	0	04Mar2013	05Jun2013	80	[Gantt bar with red cross-hatch pattern]															
80.01	MPT for Textor School Rd (T-325)	1d	0	04Mar2013	04Mar2013	80.01	[Vertical tick mark]															
80.01.02	Implement Detour	1d	0	04Mar2013	04Mar2013	80.01.02	[Vertical tick mark]															
80.02	Install E&S Controls	2d	0	04Mar2013	05Mar2013	80.02	[Vertical tick mark]															
80.03	Bridge Demolition	5d	0	06Mar2013	12Mar2013	80.03	[Vertical tick mark]															
80.04	Construct Substructures	24d	0	13Mar2013	15Apr2013	80.04	[Gantt bar with red cross-hatch pattern]															
80.04.10	Excavate Near Abutment	3d	0	13Mar2013	15Mar2013	80.04.10	[Vertical tick mark]															
80.04.15	Pre-Drill piles Near Abutment	3d	0	18Mar2013	20Mar2013	80.04.15	[Vertical tick mark]															
80.04.20	Set, Drive and Test Piles Near Abutment	2d	0	21Mar2013	22Mar2013	80.04.20	[Vertical tick mark]															
80.04.25	Place Rebar and Forms Near Abutment	4d	0	25Mar2013	28Mar2013	80.04.25	[Vertical tick mark]															
80.04.30	Pour Concrete Near Abutment	1d	11d	29Mar2013	29Mar2013	80.04.30	[Vertical tick mark]															
80.04.35	Excavate Far Abutment	3d	0	29Mar2013	02Apr2013	80.04.35	[Vertical tick mark]															
80.04.40	Pre-Drill piles Far Abutment	2d	0	03Apr2013	04Apr2013	80.04.40	[Vertical tick mark]															
80.04.45	Set, Drive and Test Piles Far Abutment	2d	0	05Apr2013	08Apr2013	80.04.45	[Vertical tick mark]															
80.04.50	Place Rebar and Forms Far Abutment	4d	0	09Apr2013	12Apr2013	80.04.50	[Vertical tick mark]															
80.04.55	Pour Concrete Far Abutment	1d	0	15Apr2013	15Apr2013	80.04.55	[Vertical tick mark]															
80.05	Construct Superstructure	37d	0	16Apr2013	05Jun2013	80.05	[Gantt bar with red cross-hatch pattern]															
80.05.10	Set P/S Beams	1d	0	16Apr2013	16Apr2013	80.05.10	[Vertical tick mark]															
80.05.15	Form and Pour Intermediate Diaphragms	1d	0	17Apr2013	17Apr2013	80.05.15	[Vertical tick mark]															
80.05.20	Set SIP's and Overhang Forms	2d	0	18Apr2013	19Apr2013	80.05.20	[Vertical tick mark]															
80.05.30	Place Deck Reinforcement	3d	0	22Apr2013	24Apr2013	80.05.30	[Vertical tick mark]															
80.05.40	Pour Deck, End Diaphragms	1d	0	25Apr2013	25Apr2013	80.05.40	[Vertical tick mark]															
80.05.60	Place Barrier Reinforcement and Formwork	3d	0	10May2013	14May2013	80.05.60	[Vertical tick mark]															
80.05.70	Pour Barrier Concrete	1d	0	15May2013	15May2013	80.05.70	[Vertical tick mark]															
80.05.80	Excavate and Prepare Approach subgrade	2d	7d	26Apr2013	29Apr2013	80.05.80	[Gantt bar with blue diagonal lines]															
80.05.90	Place Rebar and Forms for App. Slabs	4d	7d	30Apr2013	03May2013	80.05.90	[Gantt bar with blue diagonal lines]															
80.05.100	Pour Approach Slabs	1d	7d	06May2013	06May2013	80.05.100	[Gantt bar with blue diagonal lines]															

Note:
 Notice to Contractor - No physical work to start until March 4, 2013.

3 Additional days are included in the excavate roadway/prepare subgrade for locating and addressing gas line

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

- o **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) _____

- o **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

- o **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).
- o **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).
- o **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).
- o **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.edrmet.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.

ENVIRONMENTAL DUE DILIGENCE (EDD) PHASE 1
VISUAL INSPECTION FORM

DATE: 3/6/12

SR/SEC: T-325

COUNTY: BUTLER

SEGMENT: 000

ECMS
Project#: 24862

ACTIVITY: LOCAL BRIDGE REPLACEMENT

Location: T-325 EIDENAU BRIDGE

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: Jason M. Barkey

PRINTED NAME: JASON BARKEY

TITLE: SR CE SUPERVISOR - BRIDGE

ORGANIZATION: PennDOT DISTRICT 10-0

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.

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.

**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
431-10-15	12/21/10	Summary of New Bridge and Structure Products
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

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

Table of Contents

I. General	C8 - 2
II. Nondiscrimination	C8 - 2
III. Nonsegregated Facilities	C8 - 6
IV. Payment of Predetermined Minimum Wage	C8 - 6
V. Statements and Payrolls	C8 - 10
VI. Record of Materials, Supplies, and Labor	C8 - 12
VII. Subletting or Assigning the Contract	C8 - 12
VIII. Safety: Accident Prevention	C8 - 13
IX. False Statements Concerning Highway Projects	C8 - 13
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	C8 - 14
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	C8 - 14
XII. Certification Regarding Use of Contract Funds for Lobbying	C8 - 17

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)	C8 - 19
---	---------

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.

PREVAILING WAGES PROJECT RATES

Project Name: T-325 Eidenau Bridge

Awarding Agency: Penn DOT

Contract Award Date: 8/13/2012

Serial Number: 12-03785

Project Classification: Heavy/Highway

Determination Date: 6/7/2012

Assigned Field Office: Pittsburgh

Field Office Phone Number: 412-565-5300

Toll Free Phone Number: 877-504-8354

Butler County

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2010		\$31.87	\$20.04	\$51.91
Asbestos & Insulation Workers	8/1/2011		\$33.27	\$20.04	\$53.31
Asbestos & Insulation Workers	8/1/2012		\$34.67	\$20.04	\$54.71
Boilermakers	6/1/2008		\$33.90	\$20.06	\$53.96
Boilermakers	8/1/2010		\$37.52	\$22.49	\$60.01
Boilermakers	6/1/2011		\$38.10	\$24.36	\$62.46
Bricklayer	12/1/2009		\$26.40	\$15.55	\$41.95
Bricklayer	6/1/2010		\$26.70	\$16.25	\$42.95
Bricklayer	12/1/2010		\$27.25	\$16.45	\$43.70
Bricklayer	6/1/2011		\$27.95	\$16.65	\$44.60
Bricklayer	12/1/2011		\$28.30	\$17.20	\$45.50
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2009		\$27.82	\$11.19	\$39.01
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2010		\$28.11	\$11.91	\$40.02
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	1/1/2011		\$28.39	\$12.02	\$40.41
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2011		\$28.77	\$13.05	\$41.82

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2012		\$29.53	\$13.68	\$43.21
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2013		\$30.28	\$14.33	\$44.61
Cement Finishers	6/1/2009		\$25.79	\$11.82	\$37.61
Cement Finishers	12/1/2009		\$25.79	\$12.27	\$38.06
Cement Finishers	6/1/2010		\$26.79	\$12.27	\$39.06
Cement Finishers	12/1/2010		\$26.79	\$12.77	\$39.56
Cement Finishers	6/7/2011		\$27.14	\$13.12	\$40.26
Cement Finishers	12/1/2011		\$27.14	\$13.42	\$40.56
Cement Finishers	6/1/2012		\$27.39	\$14.37	\$41.76
Cement Finishers	6/1/2013		\$27.64	\$15.32	\$42.96
Dockbuilder, Pile Drivers	1/1/2010		\$29.95	\$12.25	\$42.20
Dockbuilder, Pile Drivers	1/1/2011		\$30.35	\$13.10	\$43.45
Dockbuilder, Pile Drivers	1/1/2012		\$30.85	\$13.70	\$44.55
Dockbuilder, Pile Drivers	1/1/2013		\$31.45	\$14.20	\$45.65
Drywall Finisher	6/1/2009		\$24.45	\$13.59	\$38.04
Drywall Finisher	6/1/2010		\$24.55	\$14.49	\$39.04
Drywall Finisher	6/1/2011		\$25.00	\$15.04	\$40.04
Drywall Finisher	6/1/2012		\$25.55	\$15.49	\$41.04
Drywall Finisher	6/1/2013		\$26.15	\$15.89	\$42.04
Electric Lineman	3/1/2006		\$35.15	\$14.64	\$49.79
Electricians & Telecommunications Installation Technician	12/26/2008		\$33.11	\$17.13	\$50.24
Electricians & Telecommunications Installation Technician	12/25/2009		\$35.61	\$17.13	\$52.74
Electricians & Telecommunications Installation Technician	12/24/2010		\$38.01	\$17.13	\$55.14
Electricians & Telecommunications Installation Technician	12/23/2011		\$35.76	\$21.10	\$56.86
Electricians & Telecommunications Installation Technician	12/21/2012		\$37.71	\$21.10	\$58.81
Electricians & Telecommunications Installation Technician	12/21/2013		\$39.71	\$21.10	\$60.81
Elevator Constructor	1/1/2011		\$41.13	\$21.99	\$63.12
Elevator Constructor	1/1/2012		\$42.28	\$23.84	\$66.12

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Floor Layer - No Rate Established (Use Carpenters)	10/30/2001		\$0.00	\$0.00	\$0.00
Glazier	9/1/2010		\$27.54	\$18.31	\$45.85
Glazier	9/1/2011		\$28.04	\$19.06	\$47.10
Glazier	9/1/2012		\$28.54	\$19.81	\$48.35
Glazier	9/1/2013		\$29.04	\$20.31	\$49.35
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2009		\$29.43	\$21.41	\$50.84
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2010		\$30.03	\$22.71	\$52.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2011		\$30.38	\$24.36	\$54.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2012		\$31.41	\$24.84	\$56.25
Laborers (Class 01 - See notes)	6/1/2010		\$20.92	\$9.72	\$30.64
Laborers (Class 01 - See notes)	1/1/2011		\$21.17	\$10.52	\$31.69
Laborers (Class 01 - See notes)	1/1/2012		\$21.42	\$11.32	\$32.74
Laborers (Class 01 - See notes)	1/1/2013		\$21.67	\$12.12	\$33.79
Laborers (Class 01 - See notes)	1/1/2014		\$21.92	\$12.92	\$34.84
Laborers (Class 01 - See notes)	1/1/2015		\$22.17	\$13.72	\$35.89
Laborers (Class 02 - See notes)	6/1/2010		\$21.07	\$9.72	\$30.79
Laborers (Class 02 - See notes)	1/1/2011		\$21.32	\$10.52	\$31.84
Laborers (Class 02 - See notes)	1/1/2012		\$21.57	\$11.32	\$32.89
Laborers (Class 02 - See notes)	1/1/2013		\$21.82	\$12.12	\$33.94
Laborers (Class 02 - See notes)	1/1/2014		\$22.07	\$12.92	\$34.99
Laborers (Class 02 - See notes)	1/1/2015		\$22.32	\$13.72	\$36.04
Laborers (Class 03 - See notes)	6/1/2010		\$21.20	\$9.72	\$30.92
Laborers (Class 03 - See notes)	1/1/2011		\$21.45	\$10.52	\$31.97
Laborers (Class 03 - See notes)	1/1/2012		\$21.70	\$11.32	\$33.02
Laborers (Class 03 - See notes)	1/1/2013		\$21.95	\$12.12	\$34.07
Laborers (Class 03 - See notes)	1/1/2014		\$22.20	\$12.92	\$35.12
Laborers (Class 03 - See notes)	1/1/2015		\$22.45	\$13.72	\$36.17
Laborers (Class 04 - See notes)	6/1/2010		\$21.67	\$9.72	\$31.39
Laborers (Class 04 - See notes)	1/1/2011		\$21.92	\$10.52	\$32.44
Laborers (Class 04 - See notes)	1/1/2012		\$22.17	\$11.32	\$33.49

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2013		\$22.42	\$12.12	\$34.54
Laborers (Class 04 - See notes)	1/1/2014		\$22.67	\$12.92	\$35.59
Laborers (Class 04 - See notes)	1/1/2015		\$22.92	\$13.72	\$36.64
Landscape Laborer	7/1/2009		\$18.25	\$9.05	\$27.30
Landscape Laborer	7/1/2010		\$18.25	\$9.90	\$28.15
Landscape Laborer (Skilled)	7/1/2009		\$18.67	\$9.05	\$27.72
Landscape Laborer (Skilled)	7/1/2010		\$18.67	\$9.90	\$28.57
Landscape Laborer (Tractor Operator)	7/1/2009		\$18.97	\$9.05	\$28.02
Landscape Laborer (Tractor Operator)	7/1/2010		\$18.97	\$9.90	\$28.87
Marble Finisher	6/1/2009		\$19.17	\$10.55	\$29.72
Marble Finisher	12/1/2009		\$19.32	\$11.05	\$30.37
Marble Finisher	6/1/2010		\$19.52	\$11.70	\$31.22
Marble Finisher	6/1/2011		\$20.57	\$11.85	\$32.42
Marble Finisher	12/1/2011		\$20.97	\$12.05	\$33.02
Marble Mason	6/1/2010		\$19.42	\$9.41	\$28.83
Marble Mason	12/1/2011		\$19.42	\$9.60	\$29.02
Millwright	6/1/2008		\$32.71	\$14.29	\$47.00
Millwright	6/1/2011		\$34.42	\$15.08	\$49.50
Operators (Class 01 - see notes)	6/1/2009		\$28.99	\$14.80	\$43.79
Operators (Class 01 - see notes)	6/1/2010		\$30.22	\$15.32	\$45.54
Operators (Class 01 - see notes)	6/1/2011		\$31.05	\$15.80	\$46.85
Operators (Class 02 -see notes)	6/1/2009		\$25.80	\$14.80	\$40.60
Operators (Class 02 -see notes)	6/1/2010		\$26.78	\$15.32	\$42.10
Operators (Class 02 -see notes)	6/1/2011		\$27.36	\$15.80	\$43.16
Operators (Class 03 - see notes)	6/1/2009		\$24.08	\$14.80	\$38.88
Operators (Class 03 - see notes)	6/1/2010		\$25.06	\$15.32	\$40.38
Operators (Class 03 - see notes)	6/1/2011		\$25.64	\$15.80	\$41.44
Painters Class 6 (see notes)	6/1/2009		\$24.77	\$12.81	\$37.58
Painters Class 6 (see notes)	6/1/2010		\$25.28	\$13.53	\$38.81
Painters Class 6 (see notes)	6/1/2011		\$25.72	\$14.09	\$39.81
Painters Class 6 (see notes)	6/1/2012		\$26.25	\$14.56	\$40.81

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 6 (see notes)	6/1/2013		\$26.78	\$15.03	\$41.81
Painters Class 6 (see notes)	6/1/2014		\$27.28	\$15.58	\$42.86
Pile Driver Divers (Building, Heavy, Highway)	1/1/2009		\$43.28	\$12.00	\$55.28
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64
Pile Driver Divers (Building, Heavy, Highway)	1/1/2011		\$45.53	\$13.00	\$58.53
Pile Driver Divers (Building, Heavy, Highway)	1/1/2012		\$46.28	\$13.60	\$59.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2013		\$47.18	\$14.10	\$61.28
Plasterers	6/1/2009		\$26.13	\$11.70	\$37.83
Plasterers	6/1/2010		\$26.13	\$12.15	\$38.28
Plasterers	6/1/2011		\$26.58	\$12.15	\$38.73
Plasterers	6/1/2012		\$27.03	\$12.15	\$39.18
Plumbers and Steamfitters	5/1/2009		\$32.20	\$16.44	\$48.64
Plumbers and Steamfitters	5/1/2010		\$33.38	\$17.38	\$50.76
Plumbers and Steamfitters	5/1/2011		\$34.16	\$17.96	\$52.12
Plumbers and Steamfitters	5/1/2012		\$35.07	\$18.42	\$53.49
Plumbers and Steamfitters	5/1/2013		\$35.97	\$18.88	\$54.85
Pointers, Caulkers, Cleaners	7/1/2009		\$25.88	\$13.33	\$39.21
Pointers, Caulkers, Cleaners	12/1/2009		\$25.98	\$13.83	\$39.81
Pointers, Caulkers, Cleaners	6/1/2010		\$25.98	\$14.33	\$40.31
Pointers, Caulkers, Cleaners	12/1/2010		\$26.36	\$14.53	\$40.89
Pointers, Caulkers, Cleaners	6/1/2011		\$26.87	\$14.53	\$41.40
Pointers, Caulkers, Cleaners	12/1/2011		\$27.10	\$15.03	\$42.13
Roofers	6/1/2009		\$26.00	\$11.69	\$37.69
Roofers	6/1/2010		\$27.50	\$11.69	\$39.19
Roofers	12/1/2010		\$26.87	\$12.32	\$39.19
Roofers	6/1/2011		\$27.65	\$12.32	\$39.97
Roofers	12/1/2011		\$27.45	\$12.52	\$39.97
Roofers	6/1/2012		\$28.25	\$12.52	\$40.77
Roofers	6/1/2013		\$27.45	\$14.14	\$41.59

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers	6/1/2014		\$27.45	\$14.97	\$42.42
Roofers	6/1/2015		\$27.45	\$15.97	\$43.42
Sheet Metal Workers	7/1/2010		\$31.46	\$20.81	\$52.27
Sheet Metal Workers	1/1/2011		\$31.18	\$21.09	\$52.27
Sheet Metal Workers	7/1/2011		\$31.58	\$21.84	\$53.42
Sheet Metal Workers	1/1/2012		\$31.55	\$21.87	\$53.42
Sheet Metal Workers	7/1/2012		\$32.15	\$22.47	\$54.62
Sprinklerfitters	7/1/2009		\$33.35	\$17.05	\$50.40
Sprinklerfitters	1/1/2010		\$33.85	\$17.60	\$51.45
Stone Masons	12/1/2007		\$27.55	\$13.47	\$41.02
Stone Masons	12/1/2009		\$28.92	\$15.20	\$44.12
Stone Masons	6/1/2010		\$29.32	\$15.85	\$45.17
Stone Masons	12/1/2010		\$29.75	\$16.22	\$45.97
Stone Masons	6/1/2011		\$30.65	\$16.22	\$46.87
Stone Masons	12/1/2011		\$30.97	\$16.80	\$47.77
Terrazzo Finisher	6/1/2009		\$25.61	\$12.04	\$37.65
Terrazzo Finisher	12/1/2009		\$25.76	\$12.54	\$38.30
Terrazzo Finisher	12/1/2010		\$26.36	\$13.19	\$39.55
Terrazzo Finisher	6/1/2011		\$27.06	\$13.49	\$40.55
Terrazzo Finisher	12/1/2011		\$27.06	\$13.49	\$40.55
Terrazzo Setter	6/1/2009		\$26.15	\$13.05	\$39.20
Terrazzo Setter	12/1/2009		\$26.30	\$13.55	\$39.85
Terrazzo Setter	6/1/2010		\$26.90	\$14.20	\$41.10
Terrazzo Setter	12/1/2010		\$26.90	\$14.20	\$41.10
Terrazzo Setter	6/1/2011		\$27.60	\$14.50	\$42.10
Terrazzo Setter	12/1/2011		\$27.60	\$14.50	\$42.10
Tile Finisher	12/1/2008		\$20.62	\$10.05	\$30.67
Tile Finisher	12/1/2009		\$20.92	\$11.05	\$31.97
Tile Finisher	6/1/2010		\$21.12	\$11.70	\$32.82
Tile Finisher	6/1/2011		\$22.17	\$11.85	\$34.02
Tile Finisher	12/1/2011		\$22.57	\$12.05	\$34.62

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Setter	12/1/2008		\$26.60	\$12.95	\$39.55
Tile Setter	12/1/2009		\$27.10	\$13.95	\$41.05
Tile Setter	6/1/2010		\$27.40	\$14.60	\$42.00
Tile Setter	6/1/2011		\$28.39	\$15.01	\$43.40
Tile Setter	12/1/2011		\$28.41	\$15.69	\$44.10
Tilesetters & Marble Masons	1/1/2010		\$29.95	\$12.25	\$42.20
Tilesetters & Marble Masons	1/1/2010		\$29.95	\$12.25	\$42.20
Tilesetters & Marble Masons	1/1/2011		\$30.35	\$13.00	\$43.35
Tilesetters & Marble Masons	1/1/2011		\$30.35	\$13.00	\$43.35
Tilesetters & Marble Masons	1/1/2012		\$30.85	\$13.60	\$44.45
Tilesetters & Marble Masons	1/1/2012		\$30.85	\$13.60	\$44.45
Tilesetters & Marble Masons	1/1/2013		\$31.45	\$14.10	\$45.55
Tilesetters & Marble Masons	1/1/2013		\$31.45	\$14.10	\$45.55
Truckdriver class 1(see notes)	1/1/2009		\$24.05	\$11.35	\$35.40
Truckdriver class 1(see notes)	1/1/2010		\$24.80	\$11.95	\$36.75
Truckdriver class 1(see notes)	1/1/2011		\$25.48	\$12.79	\$38.27
Truckdriver class 1(see notes)	1/1/2012		\$25.88	\$13.49	\$39.37
Truckdriver class 1(see notes)	1/1/2013		\$26.25	\$14.22	\$40.47
Truckdriver class 2 (see notes)	1/1/2009		\$24.23	\$11.44	\$35.67
Truckdriver class 2 (see notes)	1/1/2010		\$24.98	\$12.04	\$37.02
Truckdriver class 2 (see notes)	1/1/2011		\$25.64	\$12.85	\$38.49
Truckdriver class 2 (see notes)	1/1/2012		\$26.02	\$13.57	\$39.59
Truckdriver class 2 (see notes)	1/1/2013		\$26.40	\$14.29	\$40.69
Truckdriver class 3 (see notes)	1/1/2009		\$24.74	\$11.69	\$36.43
Truckdriver class 3 (see notes)	1/1/2010		\$25.49	\$12.29	\$37.78
Truckdriver class 3 (see notes)	1/1/2011		\$26.15	\$13.11	\$39.26
Truckdriver class 3 (see notes)	1/1/2012		\$26.53	\$13.83	\$40.36
Truckdriver class 3 (see notes)	1/1/2013		\$26.90	\$14.56	\$41.46

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2009		\$28.23	\$12.16	\$40.39
Carpenter Welder	1/1/2010		\$29.18	\$12.56	\$41.74
Carpenter Welder	1/1/2011		\$29.42	\$13.57	\$42.99
Carpenter Welder	1/1/2012		\$29.69	\$14.40	\$44.09
Carpenter Welder	1/1/2013		\$30.07	\$15.12	\$45.19
Carpenters	1/1/2009		\$27.53	\$12.16	\$39.69
Carpenters	1/1/2010		\$28.48	\$12.56	\$41.04
Carpenters	1/1/2011		\$28.72	\$13.57	\$42.29
Carpenters	1/1/2012		\$28.99	\$14.40	\$43.39
Carpenters	1/1/2013		\$29.37	\$15.12	\$44.49
Cement Finishers	1/1/2009		\$26.72	\$12.97	\$39.69
Cement Finishers	1/1/2010		\$27.62	\$13.42	\$41.04
Cement Finishers	1/1/2011		\$28.02	\$14.27	\$42.29
Cement Finishers	1/1/2012		\$28.22	\$15.17	\$43.39
Cement Finishers	1/1/2013		\$28.60	\$15.89	\$44.49
Iron Workers	6/1/2009		\$29.43	\$21.41	\$50.84
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2010		\$30.03	\$22.71	\$52.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2011		\$30.38	\$24.36	\$54.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2012		\$31.41	\$24.84	\$56.25
Laborers (Class 01 - See notes)	1/1/2009		\$23.30	\$12.65	\$35.95
Laborers (Class 01 - See notes)	1/1/2010		\$23.75	\$13.55	\$37.30
Laborers (Class 01 - See notes)	1/1/2011		\$23.99	\$14.56	\$38.55
Laborers (Class 01 - See notes)	1/1/2012		\$24.07	\$15.58	\$39.65
Laborers (Class 01 - See notes)	1/1/2013		\$24.13	\$16.62	\$40.75
Laborers (Class 02 - See notes)	1/1/2009		\$23.46	\$12.65	\$36.11
Laborers (Class 02 - See notes)	1/1/2010		\$23.91	\$13.55	\$37.46
Laborers (Class 02 - See notes)	1/1/2011		\$24.15	\$14.56	\$38.71
Laborers (Class 02 - See notes)	1/1/2012		\$24.23	\$15.58	\$39.81
Laborers (Class 02 - See notes)	1/1/2013		\$24.29	\$16.62	\$40.91
Laborers (Class 03 - See notes)	1/1/2009		\$23.85	\$12.65	\$36.50

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	1/1/2010		\$24.30	\$13.55	\$37.85
Laborers (Class 03 - See notes)	1/1/2011		\$24.54	\$14.56	\$39.10
Laborers (Class 03 - See notes)	1/1/2012		\$24.62	\$15.58	\$40.20
Laborers (Class 03 - See notes)	1/1/2013		\$24.68	\$16.62	\$41.30
Laborers (Class 04 - See notes)	1/1/2009		\$24.30	\$12.65	\$36.95
Laborers (Class 04 - See notes)	1/1/2010		\$24.75	\$13.55	\$38.30
Laborers (Class 04 - See notes)	1/1/2011		\$24.99	\$14.56	\$39.55
Laborers (Class 04 - See notes)	1/1/2012		\$25.07	\$15.58	\$40.65
Laborers (Class 04 - See notes)	1/1/2013		\$25.13	\$16.62	\$41.75
Laborers (Class 05 - See notes)	1/1/2009		\$24.71	\$12.65	\$37.36
Laborers (Class 05 - See notes)	1/1/2010		\$25.16	\$13.55	\$38.71
Laborers (Class 05 - See notes)	1/1/2011		\$25.40	\$14.56	\$39.96
Laborers (Class 05 - See notes)	1/1/2012		\$25.48	\$15.58	\$41.06
Laborers (Class 05 - See notes)	1/1/2013		\$25.54	\$16.62	\$42.16
Laborers (Class 06 - See notes)	1/1/2009		\$21.55	\$12.65	\$34.20
Laborers (Class 06 - See notes)	1/1/2010		\$22.00	\$13.55	\$35.55
Laborers (Class 06 - See notes)	1/1/2011		\$22.24	\$14.56	\$36.80
Laborers (Class 06 - See notes)	1/1/2012		\$22.32	\$15.58	\$37.90
Laborers (Class 06 - See notes)	1/1/2013		\$22.38	\$16.62	\$39.00
Laborers (Class 07 - See notes)	1/1/2009		\$24.20	\$12.65	\$36.85
Laborers (Class 07 - See notes)	1/1/2010		\$24.65	\$13.55	\$38.20
Laborers (Class 07 - See notes)	1/1/2011		\$24.99	\$14.56	\$39.55
Laborers (Class 07 - See notes)	1/1/2012		\$25.07	\$15.58	\$40.65
Laborers (Class 07 - See notes)	1/1/2013		\$25.13	\$16.62	\$41.75
Laborers (Class 08 - See notes)	1/1/2009		\$25.70	\$12.65	\$38.35
Laborers (Class 08 - See notes)	1/1/2010		\$26.15	\$13.55	\$39.70
Laborers (Class 08 - See notes)	1/1/2011		\$26.49	\$14.56	\$41.05
Laborers (Class 08 - See notes)	1/1/2012		\$26.57	\$15.58	\$42.15
Laborers (Class 08 - See notes)	1/1/2013		\$26.63	\$16.62	\$43.25
Operators (Class 01 - see notes)	1/1/2009		\$26.38	\$14.44	\$40.82
Operators (Class 01 - see notes)	1/1/2010		\$27.18	\$14.99	\$42.17

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	1/1/2011		\$27.68	\$15.74	\$43.42
Operators (Class 01 - see notes)	1/1/2012		\$28.08	\$16.44	\$44.52
Operators (Class 01 - see notes)	1/1/2013		\$28.48	\$17.14	\$45.62
Operators (Class 02 -see notes)	1/1/2009		\$26.12	\$14.44	\$40.56
Operators (Class 02 -see notes)	1/1/2010		\$26.92	\$14.99	\$41.91
Operators (Class 02 -see notes)	1/1/2011		\$27.42	\$15.74	\$43.16
Operators (Class 02 -see notes)	1/1/2012		\$27.82	\$16.44	\$44.26
Operators (Class 02 -see notes)	1/1/2013		\$28.22	\$17.14	\$45.36
Operators (Class 03 - See notes)	1/1/2009		\$22.47	\$14.44	\$36.91
Operators (Class 03 - See notes)	1/1/2010		\$23.27	\$14.99	\$38.26
Operators (Class 03 - See notes)	1/1/2011		\$23.77	\$15.74	\$39.51
Operators (Class 03 - see notes)	1/1/2012		\$24.17	\$16.44	\$40.61
Operators (Class 03 - See notes)	1/1/2013		\$24.57	\$17.14	\$41.71
Operators (Class 03)	1/1/2011		\$23.77	\$15.74	\$39.51
Operators (Class 04 - See notes)	1/1/2009		\$22.01	\$14.44	\$36.45
Operators (Class 04 - See notes)	1/1/2010		\$22.81	\$14.99	\$37.80
Operators (Class 04 - See notes)	1/1/2011		\$23.31	\$15.74	\$39.05
Operators (Class 04 - See notes)	1/1/2012		\$23.71	\$16.44	\$40.15
Operators (Class 04 - See notes)	1/1/2013		\$24.11	\$17.14	\$41.25
Operators (Class 05 - See notes)	1/1/2009		\$21.76	\$14.44	\$36.20
Operators (Class 05 - See notes)	1/1/2010		\$22.56	\$14.99	\$37.55
Operators (Class 05 - See notes)	1/1/2011		\$23.06	\$15.74	\$38.80
Operators (Class 05 - See notes)	1/1/2012		\$23.46	\$16.44	\$39.90
Operators (Class 05 - See notes)	1/1/2013		\$23.86	\$17.14	\$41.00
Painters Class 1 (see notes)	6/1/2009		\$27.24	\$12.81	\$40.05
Painters Class 1 (see notes)	6/1/2010		\$27.84	\$13.53	\$41.37
Painters Class 1 (see notes)	6/1/2011		\$27.84	\$15.03	\$42.87
Painters Class 1 (see notes)	6/1/2012		\$29.60	\$14.56	\$44.16
Painters Class 1 (see notes)	6/1/2013		\$30.38	\$15.03	\$45.41
Painters Class 1 (see notes)	6/1/2014		\$30.93	\$15.58	\$46.51
Painters Class 2 (see notes)	6/1/2009		\$27.77	\$12.81	\$40.58

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 2 (see notes)	6/1/2010		\$28.38	\$13.53	\$41.91
Painters Class 2 (see notes)	6/1/2011		\$28.38	\$15.03	\$43.41
Painters Class 2 (see notes)	6/1/2012		\$29.60	\$14.56	\$44.16
Painters Class 2 (see notes)	6/1/2013		\$30.38	\$15.03	\$45.41
Painters Class 2 (see notes)	6/1/2014		\$30.93	\$15.58	\$46.51
Painters Class 3 (see notes)	6/1/2009		\$29.81	\$12.81	\$42.62
Painters Class 3 (see notes)	6/1/2010		\$30.48	\$13.53	\$44.01
Painters Class 3 (see notes)	6/1/2011		\$30.48	\$15.28	\$45.76
Painters Class 3 (see notes)	6/1/2012		\$31.70	\$14.56	\$46.26
Painters Class 3 (see notes)	6/1/2013		\$32.48	\$15.03	\$47.51
Painters Class 3 (see notes)	6/1/2014		\$33.03	\$15.58	\$48.61
Painters Class 4 (see notes)	6/1/2009		\$23.79	\$12.81	\$36.60
Painters Class 4 (see notes)	6/1/2010		\$24.38	\$13.53	\$37.91
Painters Class 4 (see notes)	6/1/2011		\$24.38	\$14.93	\$39.31
Painters Class 4 (see notes)	6/1/2012		\$25.36	\$14.56	\$39.92
Painters Class 4 (see notes)	6/1/2013		\$25.98	\$15.03	\$41.01
Painters Class 4 (see notes)	6/1/2014		\$26.42	\$15.58	\$42.00
Painters Class 5 (see notes)	6/1/2009		\$19.28	\$12.81	\$32.09
Painters Class 5 (see notes)	6/1/2010		\$19.81	\$13.53	\$33.34
Painters Class 5 (see notes)	6/1/2011		\$19.81	\$14.67	\$34.48
Painters Class 5 (see notes)	6/1/2012		\$20.61	\$14.56	\$35.17
Painters Class 5 (see notes)	6/1/2013		\$21.11	\$15.03	\$36.14
Painters Class 5 (see notes)	6/1/2014		\$21.47	\$15.58	\$37.05
Piledrivers	1/1/2009		\$28.85	\$12.00	\$40.85
Piledrivers	1/1/2010		\$29.95	\$12.25	\$42.20
Piledrivers	1/1/2011		\$30.35	\$13.10	\$43.45
Piledrivers	1/1/2012		\$30.85	\$13.70	\$44.55
Piledrivers	1/1/2013		\$31.45	\$14.20	\$45.65
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2010		\$30.27	\$26.09	\$56.36
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2012		\$34.87	\$26.86	\$61.73

PREVAILING WAGES PROJECT RATES

Heavy/Highway

Effective
Date

Expiration
Date

Hourly
Rate

Fringe
Benefits

Total

Notes:

If you can not find a classification under Heavy/Highway please refer to the Building classifications.

For further information on construction types review the ["Notes as Referenced in Predeterminations"](#) on the Labor and Industry Website. Go to www.dli.state.pa.us, scroll down to the picture labeled "Labor Law Compliance" and click the picture. Then scroll down on the left menu and click on the "Prevailing Wage" link.

PA Labor & Industry Internet

Prevailing Wage Notes

Notes for 33 County Heavy and Highway Laborers * (See below)

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland

HEAVY AND HIGHWAY

CLASS 1 - COMMON LABORER

Asphalt Curb Sealer
 Batch Man (Weight)
 Boatman
 Cofferdam
 Drill Runner's Assistant
 Fence Construction (Including Fence Machine Operator)
 GABION (Erectors and Placers)
 Landscape Laborers
 Radio Actuated Traffic Control Operator
 RIP RAP Work
 Sheet Piling and Shoring (Includes Lagging)
 Water Boy
 Wood Chipper
 Asphalt Tamper
 Blaster's Assistant
 Brakeman
 Concrete Curing Pitman, Puddler
 Electric Brush and/or Grinder
 Form Stripper and Mover
 Hydro Jet Blaster Nozzle Man
 Manually Moved Emulsion Sprayer
 (Bending, Aligning & Securing)
 Scaffolds and Runways
 Structural Concrete Top Surfer
 Walk Behind Street Sweeper
 Welder's Assistant (Pipeline)

CLASS 2 - SEMI-SKILLED LABORER

Air Tool Operator (All Types)
 Railroad Track Work
 Burner
 Carryable Pumps
 Cribbing (Concrete or Steel)
 Diamond Head Core Driller
 Drill Runner's Assistant (Tunnel)
 Highway Slab Reinforcement
 Placers (Including Joint and Backer Setters)
 Mechanical Joint Sealer; Dope Pot & Tar Kettle
 Pipe Layers/Fusion Welders (Regardless of Materials)
 Post Hole Auger (2 or 4 Cycle-Hand Operated)
 Forklift (Walk Behind)
 Asphalt, Batch and Concrete Plant
 Operator (Manually Operated)
 Caisson Men (Open Air)

Chain Saw Operator (Including Attachments)
 Curb Machine Operator (Asphalt or Concrete-Walk Behind)
 Form Setter (Road Forms Line Man)
 Hydraulic Pipe Pusher
 Liner Plates (Tile and Vitrified Clay)
 Mechanical Compacting Equipment Operators
 Mortar Mixer (Hand or Machine)
 Muckers, Brakeman and All Other Labor (Includes Installation of Utility Lines)
 Portable Single Unit Conveyor
 Power Wheel Barrows and Buggies
 Aid Porter or Similar
 Sand Blaster
 Vibrator Operator
 All Railroad Track Work
 Signal Man

CLASS 3 - SKILLED LABORER

HEAVY AND HIGHWAY

ASPHALT LUTEMAN/RAKER
 BLACKSMITH
 CEMENT MORTAR LINING CAR PUSHER
 CEMENT MORTAR MIXER (PIPE RELINING)
 CONCRETE SAW OPERATOR (WALK BEHIND)
 CROWN SCREED ADJUSTER
 ELEVATED ROADWAY DRAINAGE CONSTRUCTION
 ERECTOR OF OVERHEAD SIGNS
 MINERS AND DRILLERS (INCLUDING LINING M SUPPORTING AND FORM
 WORKMAN, SETTING OF SHIELDS, MISCELLANEOUS EQUIPMENT
 AND JUMBOS)
 WALK BEHIND DITCHING MACHINE (TRENCHER OR SIMILAR)
 BLASTER
 BRICK, STONE & BLOCK PAVERS AND BLOCK CUTTERS (WOOD-BELGIAN-
 ASPHALT)
 CEMENT MORTAR PIPE RELINERS
 CURB CUTTERS AND SETTERS
 FORM SETTER (ROAD FORMS-LEAD MAN)
 GUNITE OR DRY PACK GUN-NOZZLE AND MACHINE MAN
 GROUT MACHINE OPERATOR
 MULTI-PLATE PIPE (ALIGNING AND SECURING)
 MANHOLE OR CATCH BASIN BUILDER
 PLACING WIRE MESH ON GUNNITE PROJECTS
 WAGON DRILL OPERATOR (AIR TRACK OR SIMILAR)
 WELDER

CLASS 4

Reinforcing Steel Placers (Bending, Aligning and Securing - Caldwell)

CLASS 5

High Burner (Any Burning Not Done From Deck)
 Elder (Pipeline)

CLASS 6

Uniformed Flag Person/Signal Person (As per PENN DOT Specifications on Hardhats and Vests)
 Watchman

CLASS 7

Toxic/Hazardous Waste Removal Laborer – Level C and D

CLASS 8

Toxic/Hazardous Waste Removal Laborer Levels A and B

****These notes pertain to projects whose rates were determined subsequent to March 23, 2009. Questions regarding rates prior to that date should be directed to the Bureau of Labor Law Compliance at 1-800-932-0665.***

Content Last Modified on 3/24/2009 2:21:40 PM

PA Labor & Industry Internet

Prevailing Wage Notes

Definitions for Building Operators in the 33 County Area

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland

GROUP I OPERATORS BUILDING CONSTRUCTION

CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180° and 360° swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane**, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Skid Steer Loader (or similar), Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer – Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional \$.25 per hour for each 50-foot increment of additional boom and/or jib length)

** An Additional \$.25 per hour shall be paid when a jib is attached to the basic boom

Note: An additional \$.25 per hour shall be paid when any crane rated over 15 ton is placed on any building structure

CLASS II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunit Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor, Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Slab Lifting Machine (hydraulic), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

CLASS III

Brakeman, Deck Hand, Helicopter Signalman, Oiler*, Elevator (Alterations & Remodeling Commercial Buildings), Mechanic's Assistant

* Oiler on Truck Cranes: Under 50 ton rated capacity shall be paid an additional \$.10 per hour over the Class III base rate, 50 ton up to 100 ton shall be paid an additional \$.25 per hour over the Class III base rate, and 100 ton or over shall be paid an additional \$1.00 per hour over the Class III base rate

Content Last Modified on 2/23/2007 8:22:37 AM

PA Labor & Industry Internet

Prevailing Wage Notes

Definitions for Heavy & Highway Operators in the 33 County Area

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington, & Westmoreland

GROUP 1 OPERATORS HEAVY & HIGHWAY CONSTRUCTION

CLASS 1

Asphalt Paving Machine, Autograder (C.M.I. and similar), Backfiller, Backhoe (360° Swing and 180° Swing), Cableway, Caisson Drill (Similar to Hugh Williams), Central Mix Plant, Compactor with Blade, Cooling Plant, Concrete Paving Mixer, Concrete Pump (Self-propelled), Cranes*, Tower Cranes (Stationary or Climbing), Derrick, Derrick Boat, Bulldozer (with a gross weight over 25,000 lbs.), Dragline, Dredge, Elevating Grader, Franki Pile Machine, Gradall (remote control or otherwise), Grader (Power fine grade), Hi-lift or Front End Loader (Bucket 4 cy. and over), Hoist (2 drums or more in 1 unit), Hydraulic Boom Truck (Pivotal Cab), Kocal, Locomotive (Std. Gauge), Mechanic, Metro-chip Harvester or similar, Milling Machine (Roto Mill or similar), Mix Mobile (with Self Loading Attachment), Mucking Machine (Tunnel), Pile Driver Machine, Pipe Extrusion Machine, Pre-splitter Drill (self contained), Refrigeration Plant, Rough Terrain Cranes (25 ton and over), Rough Terrain Cranes (under 25 ton), Scrapers, Shovel-Power, Slip Form Paver (C.M.I. and similar), Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lbs.), Tunnel Machine (Jarva or similar), Vermeer Saw, Whirley, Working Mechanical Foreman (Class I + \$.35)

* Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

-

CLASS II

Asphalt Plant Operator, Auger (Tractor Mounted), Belt Loader (Euclid or similar), Boring Machine, Cable Placer or Layer, Concrete Batch Plant (Electronically synchronized), Concrete Belt Placer (C.M.I. and similar), Concrete Finishing Machine and/or Spreader, Concrete Mixer (Over 1 cy.), Concrete Pump (Stationary), Core Drill (Truck or Skid mounted, similar to Penn Drill), Directional Drills (Over 3,000 lbs. Thrust), Bulldozer (with a gross weight of 25,000 lbs. and under), Ditch Witch-Saw, Force Feed Loader, Fork Lift (Lull or similar), Grader (Power, except fine grade), Head Grease Unit Operator (1st on job), Guard Rail Post Driver (Truck or Skid mounted), Hi-lift or Front End Loader (Bucket 4 cy. and under), Hydraulic Boom Truck (Non-Pivotal Cab), Job Work Boat (powered)(assistants will be deckhands), Jumbo Operator, Locomotive (narrow gauge), Minor Equipment Operator (4 or more units), Mucking Machine (not tunnel), Multi-Head Saw or Groover, Over-Head Crane, Power Asphalt Roller, Ross Carrier, Side Boom or Tractor Mounted Boom, Shuttle Buggy (Asphalt), Skid Steer Loader, Stone Crusher (Screening Plant-Washing Plants), Stone Spreader (Self Propelled), Truck Mounted Drill (Davey or similar), Welder, Well Point Pump Operator

CLASS III

Broom Finisher (C.M.I. or similar), Compactors/Rollers (Static or Vibratory) (Self Propelled), Curb Builder, Minor Equipment Operator (Two or Three units), Multi-Head Tie Tamper, Pavement Breaker (Self Propelled or Ridden), Soil Stabilizer Machine, Tire Repairman, Tractor (Snaking and Hauling), Well Driller and Horizontal Winch or "A" Frame Truck (When hoisting and lowering)

CLASS IV

Ballast Regulator, Compressor, Concrete Mixer (1cy. And under with skip), Concrete Saw (Ridden or self-propelled), Conveyor, Elavator (material hauling only), Fork-lift (Ridden or Self-propelled), Generator, Grout Pump, Heater (Mechanical), Hoist (Single Drum), Ladavator, Light Plant, Mulching Machine, Personnel Boat (powered), Pulverizer, Pumps, Spray Cure Machine (Power Driven), Sub-grader, Tie Puller, Tugger, Welding Machine (Gas or Diesel)

CLASS V

Deckhand, Farm Tractor, Fireman on Boiler, Mechanic's Helper, Oiler, Power Broom, Side Delivery Shoulder Spreader (attachment)

Content Last Modified on 8/21/2008 3:29:37 PM

PA Labor & Industry Internet Prevailing Wage Notes

ASBESTOS REMOVAL -- ASBESTOS WORKER/LABORER AMENDED FOR 11/21/97

The removal of asbestos containing materials should be handled as follows:

1. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breachings, etc.) will be recognized as work to be classified as Asbestos Worker.
2. On all mechanical systems (pipes, boilers, ducts, flues, breachings, etc.) that are going to be scrapped, the removal of all insulating material, whether they contain asbestos or not, will be classified as Laborers.
3. The removal of all asbestos containing materials from walls, ceilings, floors, columns and all other non-mechanical structures and surfaces, etc., will be held to the classification of Laborers (with the exception of roofing materials).
4. The term "removal" shall not include sealing, labeling and dropping of scrap material into appropriate containers. After the drop, the final disposal will be classified as Laborers.
5. The loading at the designated area of all materials that have been removed, bagged and tagged, as well as clean-up and all unloading, burying and other work required at the disposal site should be classified as Laborers.

Content Last Modified on 11/15/2006 7:29:12 AM

PA Labor & Industry Internet

Prevailing Wage Notes

Building Notes for 33 County Building Laborers

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland

BUILDING LABORERS

CLASS 1 - COMMON LABORER

Building Laborer
Brick Removal for Alterations
Carryable Pumps
West Brick Buggy or Similar (Non Self-Propelled)
Stripper and Mover of Forms

As Follows:

- A. Cement Masons
- B. Footers
- C. Forms not to be used on the job
- D. Forms that are a Matter of Record

Tool Room Man
All Material Conveyors (Regardless of Power Used Including Starting and Stopping)
Pouring of Mortar or Aggregate into Blocks or Voids

CLASS 2 – SKILLED LABORER

Air Track Helper
West Brick Buggy or Similar (Self-Propelled)
Power Wheelbarrows and Buggies
Walk Behind Forklift or Similar (Self-Propelled)
Wagon Drill Assistant
Drill Runner
Drill Runner's Assistant (Including Drill Mounted on Truck, Track or Similar)
Blaster's Assistant
All Operators of Compacting Equipment
Pipe Layer (5 Feet from the Building or Outside First Connection)
Burner
Jackhammer Man-Concrete Buster
Vibrator Operator
Clay Spade and/or Similar
Gunnite Nozzle Man
Blaster
Concrete Saw Operator
HOD Carrier
Scaffold Builder
Air Tract Operator
Bell and Bottom Man on Furnaces and Stacks
Grout Machine Feeder and Pump Operator
Gunnite Machine Operator or Similar
Gunnite Machine Potman or Similar
Lancer Assistant
Mortar Mixing Forklift or Similar (Self-Propelled)

GON Drill Assistant
Drill Runner
Drill Runner's Assistant (Including Drill Mounted on Truck, Track or Similar)
Blaster's Assistant
All OPERators of Compacting Equipment
Burner
Jackhammer Man-Concrete Buster
Vibrator Operator
Clay Spade and/or Similar
Gunnite Nozzleman
Blaster
Concrete Saw Operator
HOD Carrier
Scaffold Builder
Air Track Operator
Bell and Bottom Man on Furnaces and Stacks
Grout Machine Feeder and Pump Operator
Gunnite Machine Operator or Similar
Gunnite Machine Potman or Similar
Lancer Assistant
Mortar Mixer
Mortar Mixer Machine (Regradless of Power Used, Including Starting and Stopping)
Wagon Drill Operator
Laser Cleaner
Lancer

CLASS 3

Asbestos Removal or Abatement Laborer

CLASS 4

Watchman and Flagman

Content Last Modified on 7/30/2008 8:17:08 AM

PA Labor & Industry Internet Prevailing Wage Notes

Notes for Building, Heavy, Highway Truckdriver

Truckdriver Class 1

Single Axle

Truckdrivers Class 2

Tandem

Tri-Axle

Semi-Trailer (Combination

Truckdrivers Class 3

Speciality Vehicles

Content Last Modified on 11/15/2006 7:28:15 AM

PA Labor & Industry Internet

Prevailing Wage Notes

Painters Notes for Building, Heavy, Highway Painters

Cameron, Crawford, Forest, Potter & Warren Counties

Painters Class 1 - Industrial Rates (Heavy/Highway)

Painters Class 2 - Commercial Rates (Building)

Allegheny, Fayette, Greene & Washington Counties

Painters Class 1 - Industrial Brush & Roll (Heavy/Highway)

Painters Class 2 - Industrial Sandblast & Spray (Heavy/Highway)

Painters Class 3 - Bridge, Hot Stack, & Transmission Towers (Heavy/Highway)

Painters Class 4 - Painter Tender I (Heavy/Highway)

Painters Class 5 - Painter Tender II (Heavy/Highway)

Painters Class 6 - Commercial Painting & Paperhanging (Building)

Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Centre, Clarion, Clearfield, Elk, Fulton, Huntingdon, Indiana, Jefferson, Juniata, Lawrence, Mercer, Mifflin, Somerset, Venango & Westmoreland Counties

Painters Class 1 - Industrial Brush & Roll (Heavy/Highway)

Painters Class 2 - Industrial Sandblast & Spray (Heavy/Highway)

Painters Class 3 - Bridge, Hot Stack, & Transmission Towers (Heavy/Highway)

Painters Class 4 - Painter Tender I (Heavy/Highway)

Painters Class 5 - Painter Tender II (Heavy/Highway)

Painters Class 6 - Commercial Painting & Paperhanging (Building)

Bucks, Chester, Delaware, Montgomery & Philadelphia Counties

Painters Class 1 - Brush, Roller & Spray

Painters Class 2 - Bridge

Painters Class 3 - Wallcoverer

Adams, Berks, Bradford, Carbon, Clinton, Columbia, Cumberland, Dauphin, Franklin, Lackawanna, Lancaster,

Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming & York Counties

Painters Class 1 - Commercial*

Painters Class 2 - Industrial (includes Structural Steel, Industrial Spray & Sandblasting)*

Painters Class 3 - Bridge*

* \$1.00per hour above the rate for all classifications for work done in the following manner: Steel, Spray, Epoxy, HIPAC Coatings, Catalyzed Epoxy, Urethanes, Removers, Swing, Basket, and Sandblasting

Clinton County

Painters Class 1 - Spray

Painters Class 2 - Brush & Roller

Content Last Modified on 3/13/2008 1:19:41 PM

D-4279A (6-08)

**RAILROAD CROSSING
DATA FOR CONTRACTOR**

Date: May 4, 2012

PART A - Project Information & Description to be completed by the District

(Instructions: The District is to complete Part A then submit the D-4279A form to the Railroad for completion of Part B of this form. Submission of the D-4279A form to the Railroad should occur during the Final Design phase of the project. Information provided on this form could be used in the preparation of the written agreement between the State and the Railroad Company, if required, that addresses the 12 items as per 23 CFR 646.216 (d) (2))

PROJECT INFORMATION: Project Title: T-325 (Eidenau Bridge)
 County BUTLER Municipality JACKSON TOWNSHIP
 Route/Section T-325/-- Road Name TEXTOR SCHOOL ROAD
 AAR/DOT No. 145 763 N RR Mile Post 30.65 Type of Crossing At-grade
 MPMS No. 24862 ECMS No. 24862 PUC Doc. No. A-2011-2244595
 Project Funding 80 (%) Federal 15 (%) State 5 (%) Local

PROJECT DESCRIPTION: *(This description shall clearly indicate the following: 1. Proposed construction activities, 2. By whom the construction activities will be performed (Contractor or Department forces), 3. If use of railroad property will be required of the Department's contractor, and 4. If construction activities will be contained within existing or proposed temporary construction easements, required right-of-way, or aerial easements.)*

Replacement of existing bridge carrying Township Road #325 (Textor School Road) over Breakneck Creek and the reconstruction (new composite surface and warning devices, circuitry and gates) of the at-grade crossing where Textor School Road crosses the dual tracks of the Buffalo & Pittsburgh Railroad in Jackson Township, Butler County.

All construction activities will be contained within the Township Road right-of-way and Railroad property.

PART B - Information to be completed by Railroad.

(Instructions: The Railroad is to complete Part B of this form and return to the District with any supporting documents for inclusion in the Department's bid contract.)

General Information

Railroad Owner: CSX Transportation, Inc.
 Railroad Operator: Buffalo & Pittsburgh Railroad, Inc.

1. (a) When and under what conditions will the contractor be allowed to work over the tracks or within the track area? When all applicable permits, agreements, insurance and railroad restrictions are approved.

2. (a) Describe the work which will be performed by railroad forces at the job site.
Railroad Flagging services

- (b) How many railroad employees will be assigned to work at the job sites? one (1)

3. (a) Will your company permit blasting as a means of demolition of the existing bridge? Yes No
 If so, under what constraints? N/A

- (b) Will your company require a shield be erected over your tracks to protect your property from falling debris during demolition of the bridge? Yes No

- (c) If a shield is required, what vertical clearance from the top of the rail to underside of shield will you require and what design load do you want specified for the shield? N/A

4. What identifying name and/or number would you prefer to be utilized in reference to this project?
T-325 (Eidenau Bridge) , B&P RR MP 30.65 Butler County

5. Is it necessary to move C & S line prior to construction? Yes No
How many working days required for C&S line relocations? _____

Train Movements/Speeds

6. Will temporary track outages be permitted during construction? Yes No
If so, under what conditions? After obtaining permission from the Roadmaster

7. Will your company agree to restrict train speeds through the project area during construction? Yes No

8. Total Number of current Daily Train Movements and Speed of Trains at crossing.
Number of Passenger Trains 0 Number of Freight Trains 2
Number Switching Trains 2 Total Daylight Thru Trains (6AM to 6PM) 2
Typical Speed Range (mph) 10-35 Maximum Time Table (mph) 35

Watchmen/Flagmen Requirements

9. Will your company require a watchmen/flagmen? Yes No
If "Yes" please complete the following.

(a) Is a watchmen/flagmen required at all times or just when track is active? all times

(b) How much advance notice is required to be provided to your company for scheduling of a watchmen/flagmen? 10 DAYS weeks/days/hrs

(c) What are your company's current costs for protective services? ~\$750 /day _____ /hour

(d) In cases where the Department's project only involves state and/or local funding, will you accept payment for protective services directly from the Department's contractor provided the required services are less than 5 working days? Yes No

Railroad Insurance Requirements

10. Is this an operating or non-operating Railroad? Operating Non-Operating
If a non-operating railroad, do you waive the Railroad Insurance coverage requirements? Yes No
If waived, do you need to be additionally insured on the project general liability insurance? Yes No

11. Does this involve the Right-of-Way of a National Railroad Yes No

12. List the types of Railroad Insurance coverage and coverage limits required to be obtained by the Contractor?

<u>Coverage Type</u>	<u>Cover Limits</u>
a. Railroad's Protective Public Liability Insurance	\$2,000,000 each / \$6,000,000 aggregate
b. Contractor's Public Liability and Property Damage Insurance	_____
c. Contractor's Protective Public Liability and Property Damage	_____
d. _____	_____
e. _____	_____

13. If a temporary grade crossing is required, what procedures are necessary to obtain same? *(Explain or attach copy of Railroad procedures.)* _____
 CONTACT THE RAILROAD - requires license/agreement _____
14. Describe any special license or permit fees required of the contractor. _____
 Contact the Railroad Property Manager _____
15. Is a Right of Entry Permit/Agreement required to be obtained by the contractor? Yes No
(Completion of this information does not replace or satisfy the requirements outlined in 23 CFR 646.216(e)(2)(iii) pertaining to Railroad property interest.)
 If "Yes" please complete the following.
- (a) Right of Entry Permit Requirements: *(Explain when an Entry Permit is required by the Department's contractor and conditions/restrictions of the permit or attach copy of Railroad procedures.)*
 When entering railroad property outside the highway right-of-way not previously agreed to by project contract. _____

- (b) Process for obtaining a Right of Entry Permit: *(Explain the process involved for a Department's contractor to obtain an Entry Permit from the Railroad or attach copy of Railroad procedures.)*
 Contact the Railroad Property Manager. _____

- (c) Timeframes associates with a Right of Entry Permit: *(Explain Entry Permit processing time lines or attach copy of Railroads procedures.)* _____
 Contact the Railroad Property Manager. _____
- (d) Costs of a Right of Entry Permit: *(Explain to required fee(s) to accompany Entry Permit.)*
 Contact the Railroad Property Manager. _____

Railroad Contact Information

16. Railroad representative for contact by the Department's contractor for insurance requirements.
 Name: William V. Gentilman _____
 Title: Property Manager _____
 Address: PO Box 336, Warren, PA 16365 _____
 Telephone Number: Office: 814-726-3552; Cell: 814-598-4020 _____
17. Railroad representative for contact by the Department's contractor for Railroad Protective Services.
 Name: Michael Yaros _____
 Title: Roadmaster _____
 Address: 201 North Penn Street, Punxsutawney, PA 15767 _____
 Telephone Number: Office (814) 938-1502; Mobile (814) 590-7095 _____

Railroad Specifications/Design Standards

18. Does the Railroad have Standard Special provisions that are to be included with the Department's construction bid contract? Yes No
 If "Yes" please indicate where an electronic version can be obtained or attach a copy to this completed form when returned to the District.

Buffalo & Pittsburgh Railroad, Inc. approved Railroad Contractors

Crossing Surface and Track

Larry Laurello
Delta Railroad Construction
2648 West Prospect Road
Ashtabula, OH 44004
(800) 626-5307
(440) 992-2997
(440) 992-1311 Fax
rriel@deltarr.com (Rick Ryel)

David M. Horth
Acme Construction Co., Inc.
7695 Bond Street
P.O. Box 391787
Cleveland, OH 44139-018
(440) 232-7474
(440) 232-7477 Fax

Lee Williams
Marta Track Constructors
100 Gallaway Drive
Eight Four, PA 15330
(724) 239-2480
(724) 239-2488
lwilliams@bbri.com

Dave Maga
Armond Cassil Company
6403 Rinke Street
Warren, MI 48091
(586) 754-4200
(586) 754-4408 Fax

Tom Kroll
CR Construction Company
4084 Mt. Royal Blvd
Beta Building, Suite 101
Allison Park, PA 15101
(412) 492-0344
(412) 492-0567 Fax

Edward Kennedy
Railcorp, Inc.
1550 North Bailey Road
North Jackson, OH 44451
(800) 788-2264
(330) 538-2261
(330) 538-2223 Fax

Leonardo A. DePinto
Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503
(973) 684-0362
(973) 684-1355 Fax

James Deloisio
**Railroad Construction Company Of
South Jersey**
705 Mantua Avenue
Paulsboro, NJ 08066
(856) 423-2220
(856) 423-9389 Fax
jjd@railnj.com

Karen Johnson
Atlas Railroad Construction Co.
1253 State Route 519
Eighty Four, PA 15330
(724) 228-4500
(7240 228-3183 Fax
kjatl@aol.com Karen Johnson
gsatl@aol.com Greg Susko

Frank Schffold
G.W. Peoples Contracting Co.
1024 Route 519, Suite 200
Eighty Four, PA 15530
(724) 223-7807
(724) 223-6961 Fax
dfazzolare@gwpeoples.com

Rick Gladwell
Track Builders
P.O Box 1383
Mechanicsburg, PA 17055
717-350-2258
trackbuilders@verizon.net

Highway-Railroad Grade Crossing Warning Systems

Kevin Lamb, Senior Project Manager
DIAMONDBACK SIGNAL
5965 Exchange Drive, Suite D
Sykesville, MD 21784
(240) 444-6698
KLamb@diamondbacksignal.com

Karen Johnson
Atlas Railroad Construction Co.
1253 State Route 519
Eighty Four, PA 15330
(724) 228-4500
(7240 228-3183 Fax
kjatl@aol.com Karen Johnson
gsatl@aol.com Greg Susko