AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract Number DCKA-2012-B-0036	Page of Pages 1 / 36

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
4	See 16C		Roadway Resurf/Recon of Eastern

6. Issued By: Code	7. Administered By (If other than line 6)
Department of Transportation **Office of Contracting and Procurement** **2000 14th Street, NW 6th Floor** **Washington, DC 20009**	**Department of Public Works** **Office of Contracting and Procurement** **Reeves Center, 3rd Floor** **2000 14th Street, NW** **Washington, DC 20009**

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		
	(X)	9A. Amendment of Solicitation No. DCKA-2012-B-0036
		9B. Dated (See Item 11)
		10A. Modification of Contract/Order No.
		10B. Dated (See Item 13)
Code	Facility	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended. [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)
AN AMENDMENT IS NECESSARY TO MODIFY SPECIAL PROVISIONS (SP) AND OTHER ITEMS OF THE SOLICITATION AS FOLLOWS:

SCHEDULE OF ITEMS

DELETE Schedule of Items, pages 1-19, located in the Bid Form and Proposals section of the solicitation and REPLACE with the attached Schedule of Items, pages 1R-19R.

RESPONSES TO REQUESTS FOR INFORMATION

See attached responses.

APPENDICES - REQUIRED CONTRACT PROVISIONS

DELETE the "Required Contract Provisions, Form FHWA1273, Revised 5/94" and replace with the ATTACHED "Required Contract Provisions Form FHWA 1273, Revised May 1, 2012.

EXTENSION OF BID OPENING/CLOSING DATE

The bid opening/closing date has been extended to Monday, July 23, 2012. The location and time of bid opening remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jerry M. Carter	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia Jerry M. Carter (Signature of Contracting Officer)	16C. Date Signed 7/11/12

Amendment of Solicitation

AMENDMENT NO. 4

CURRENT BID OPENING DATE: July 23, 2012

Contract No.: DCKA-2012-B-0036

Caption: *Roadway Resurfacing/Reconstruction of Eastern Avenue, NE From Sargent Road, NE to Cul-De-Sac (Section A) and From Michigan Avenue, NE, to Randolph Avenue, NE (Section B)*

RESPONSES TO REQUESTS FOR INFORMATION (RFIs):

Fort Myer Construction Corporation

1. In the specifications (Pg.49) show the requirements for HPS fixtures. We have recently been notified that DDOT projects will require LED fixtures in lieu of HPS. Please clarify whether the fixtures should be HPS or LED.

   Response: Fixtures are HPS Since the Tear drops and #16 poles are called for this job.

2. In the wage scale rates, the "line truck with auger" classification is not shown. Can DDOT please add this classification as it will be required for this project and is typically used on most DDOT Lighting / Signal projects?

   Response: According to US Department of Labor, Division of Construction Wage Determinations Analysis, the division received an update from ELE Local 70 (Line Construction), that did not include the two truck driver classifications as were previously included on the DC 1 modifications 1-26. The new Collective Bargaining Agreement (CBA) only listed the classification of truck driver. The classification of Line truck with Auger removal is no longer individually listed on the wage determination. Therefore, the appropriate classification for Line construction that was previously used as Truck with Auger removal shall be truck driver.

3. Item 616994 (616041 preformed 4 inch, 616045 6 inch preformed and 616051 12 inch preformed) are they permanent tape or permanent preformed thermoplastic?

   Response: they are permanent preformed pavement markings for concrete pavement.

4. Item 1760 709007 Ornamental Iron Fence for Street Tree Boxes. The unit of measure is by the LBS. This item is typically paid by the LF. Please advise if this is correct?

   Response: this item is for "reinforcing steel". The supplemental description "709 007 – Ornamental Iron Fence for Street Tree Boxes" should be deleted. See attached Schedule of Items.

5. Please see the attached plan sheets from the contract documents. Method 3 for the concrete repairs is not comprehensible, as the description is printed behind the PSI's logo. Please clarify the basis for Method 3 of concrete repairs. Will these repairs be paid under Repair PCC Base? If not, please advise what pay item these activities are associated with.

   Response: the description behind the logo is "repairs exceeding 3 ft. on both sides of an existing transverse joint". These repairs are paid under "Repair PCC Base" item.

Capitol Paving of DC, Inc.

1. Page 19 – Bid item 1750 Concrete for Planter Boxes 260 CY - Is this incorrect description for this line item

   Response: this item is for "PCC Pier-Abutment-Wall". The supplemental description "703 007 – Concrete for Planter Boxes" should be deleted.

2. Page 19 – Bid item 1760 Ornamental Iron Fence for Street Tree Boxes 44,000 LBS - Is this incorrect description for this line item

   Response: this item is for "reinforcing steel". The supplemental description "709 007 - Ornamental Iron Fence for Street Tree Boxes" should be deleted.

3. There are no bid items for Curb Stop/Curb Stop Box; Water Meter Housing Frame and Cover for Water Service pipe.

   Response: an item should be added: "308 014 – Furnish and Install Curb Stop/Curb Stop Box, Unit: EACH, Quantity: 15 ". All existing water meters are to remain; therefore no "water meter housing frame and cover for water service pipe" item is needed.

4. There is no bid item for 3 Ply Waterproofing Membrane for the proposed Retaining Wall.

   Response: an item should be added: "615 004 – Three-Ply Membrane Waterproofing, Unit: SY, Quantity: 160 SY ".

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 PARTICIPATING ROADWAY WORK					
0010	000003 Employee Training	1000.000 HR	.		.	
0020	000506 Unassigned Special Item -EACH - 611 287 - AMELANCHEIR ARBOREA (DOWNY SER VICEBERRY) 6 - 8 FT HT., B&B	1.000 EACH	.		.	
0030	000506 Unassigned Special Item -EACH - 611 363 - CLADRASTIS KENTUKEA (YELLOW WO OD) 2 1/2 - 3 INCH CAL., B&B	1.000 EACH	.		.	
0040	000506 Unassigned Special Item -EACH - 611 597 - LARGERSTROEMIA INDICA 'BILOXI' (GRAPE MYRTLE) 6 - 8 FT HT., B&B	4.000 EACH	.		.	
0050	000506 Unassigned Special Item -EACH - 611 695 - METASEQUOIA GLYPTOSTROBOIDES (DAWN REDWOOD) 2 1/2 - 3 INCH CAL., B&B	13.000 EACH	.		.	
0060	000506 Unassigned Special Item -EACH - 611 815 - QUERCUS ALBA (WHITE OAK) 2 1/2 - 3 INCH CAL., B&B	2.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0070	000506 Unassigned Special Item -EACH - 611 999 - CRYPTOMERIA JAPONICA (JAPANESE CEDAR) 2 1/2 - 3 INCH CAL., B&B	7.000 EACH	.		.	
0080	000506 Unassigned Special Item -EACH - 617 009 - FURNISH AND INSTALL BOLT-IN UP S SYSTEM	2.000 EACH	.		.	
0090	000506 Unassigned Special Item -EACH - 617 043 - RELOCATE EXISTING TR SIGNAL CO NTROLLER TO TEMP PORTABLE CONCRETE BASE	2.000 EACH	.		.	
0100	000506 Unassigned Special Item -EACH - 617 119 - FURNISH AND INSTALL APS UNIT W ITH CUSTOM MESSAGING	21.000 EACH	.		.	
0110	000506 Unassigned Special Item -EACH - 617 121 - FURNISH AND INSTALL APS CONTRO L UNIT	21.000 EACH	.		.	
0120	000511 Unassigned Special Item -LS - 611 001 - TREE PROTECTION AND REPLACEMENT	LUMP	LUMP			.
0130	000511 Unassigned Special Item -LS - 611 051 - TREE TRIMMING AND PRUNING	LUMP	LUMP			.

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0140	108002 Progress Photographs	LUMP	LUMP			.
0150	108004 As-Built Drawings	LUMP	LUMP			.
0160	201002 Clear and Grub	LUMP	LUMP			.
0170	202002 Common Excavation	315.000 CY		.		.
0180	202004 Hard Surface Pavement Excavation	450.000 CY		.		.
0190	204004 Borrow Embankment Fill	800.000 CY		.		.
0200	205002 Structure Excavation	1200.000 CY		.		.
0210	207002 Trench Excavation and Backfill	820.000 CY		.		.
0220	208002 Pervious Fill	250.000 CY		.		.
0230	209002 Aggregate Base Course	1000.000 CY		.		.
0240	212002 Test Pit	20.000 EACH		.		.

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0250	302002 Valve Casing	5.000 EACH	.		.	
0260	303002 Abandon Valve Casing	5.000 EACH	.		.	
0270	303004 Remove Fire Hydrant	3.000 EACH	.		.	
0280	305002 Ductile Iron Pipe, 4 - 8 Inch	1100.000 LF	.		.	
0290	306002 Gate Butterfly Valve, 3 - 12 Inch	5.000 EACH	.		.	
0300	307002 Set Fire Hydrant	3.000 EACH	.		.	
0310	308012 Replace Water Service Pipe	200.000 LF	.		.	
0320	308014 Furnish and Install Curb Stop/Curb Stop Box	15.000 EACH	.		.	
0330	309002 Sewer Manhole on Sewer 48 Inch and Less Dia.	55.000 VLF	.		.	
0340	310002 Standard Basin	1.000 EACH	.		.	
0350	310004 Standard Double Basin	1.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0360	310006 Standard Triple Basin	1.000 EACH	.		.	
0370	310008 Basin Connect PCC Pipe, Class III, 15 Inch	805.000 LF	.		.	
0380	310016 Type S Basin	1.000 EACH	.		.	
0390	310018 Double Type S Basin	1.000 EACH	.		.	
0400	310992 Catch Basins Special Item -EACH - 310 003 - 1-THROAT WATER QUALITY BASIN	1.000 EACH	.		.	
0410	310992 Catch Basins Special Item -EACH - 310 005 - 2-THROAT WATER QUALITY BASIN	7.000 EACH	.		.	
0420	310992 Catch Basins Special Item -EACH - 310 007 - 3-THROAT WATER QUALITY BASIN	20.000 EACH	.		.	
0430	311002 Adjust Sewer-Water-Utility Manhole Frame	16.000 EACH	.		.	
0440	311004 Reset Sewer-Water-Utility Manhole Frame	1.000 EACH	.		.	
0450	311026 Replace Existing Basin with Double Basin	1.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0460	314006 PCC Pipe, Class III, Gasket, 18 Inch	90.000 LF	.		.	
0470	315002 Pipe Sewer TV Inspection - LS -	LUMP	LUMP		.	
0480	322002 PCC Thrust Block	3.000 CY	.		.	
0490	402010 Superpave Surface Course, 9.5 mm	2250.000 TON	.		.	
0500	403002 Tack Coat	25000.000 SY	.		.	
0510	403991 Tack Coat Special Item - SY - 402 009 - GEOTEXTILE PAVING FABRIC	25000.000 SY	.		.	
0520	407002 Temporary AC, Superpave Surface Course, 12.5 mm	50.000 TON	.		.	
0530	411002 Asphalt Bike Path	230.000 TON	.		.	
0540	501008 Reinforced PCC Pavement, 10 Inch	1350.000 SY	.		.	
0550	501022 Additional Standard Portland Cement	3.000 BAGS	.		.	
0560	502004 PCC Base for Utility Cuts	900.000 CY	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0570	502010 PCC Base, 10 Inch	380.000 SY	.		.	
0580	504006 PCC Driveway-Alley Entrance, 7 Inch	550.000 SY	.		.	
0590	505014 Replace PCC Base, 10 Inch	750.000 SY	.		.	
0600	505030 Anchor Bolts - Paving	1200.000 EACH	.		.	
0610	506004 Repair PCC Base	650.000 CY	.		.	
0620	601002 PCC Bus Stop Pad	750.000 CY	.		.	
0630	602012 Special PCC Coping PCC COPING FOR RETAINING WALL AND SPECIA L COPING	21.000 CY	.		.	
0640	603002 Underdrain Pipe, 4 Inch	695.000 LF	.		.	
0650	606002 Pavement Profiling (Milling)	10000.000 SY	.		.	
0660	608004 PCC Sidewalk, 4 Inch	5800.000 SY	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0670	608992 Sidwalks & Driveway Special Item - SY - 608 009 - RUBBRTIZED SIDEWALK	6.000 SY		.		.
0680	609036 PCC Gutter	800.000 CY		.		.
0690	609068 Furnish and Set 8"x12" Granite Straight Curb	10200.000 LF		.		.
0700	609070 Furnish and Set 8"x12" Granite Circular Curb, Radius Under 1 0 Ft.	210.000 LF		.		.
0710	609072 Furnish and Set 8"x12" Granite Circular Curb, Radius 10-100 Ft.	1325.000 LF		.		.
0720	609074 Furnish and Set 8"x12" Granite Circular Curb, Radius Over 10 0 Ft.	56.000 LF		.		.
0730	609200 PCC Wheelchair/Bicycle Ramp - New Construction	37.000 EACH		.		.
0740	609202 PCC Wheelchair/Bicycle Ramp - Existing Construction	24.000 EACH		.		.
0750	609300 PCC Flume	110.000 SY		.		.
0760	610018 Sod with 3 Inch Topsoil	5500.000 SY		.		.

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0770	611002 Remove Tree and Stump up to 6 Inch Dia.	1.000 EACH	.		.	
0780	611004 Remove Tree and Stump 6 to 12 Inch Dia.	4.000 EACH	.		.	
0790	611006 Remove Tree and Stump 12 to 18 Inch Dia.	2.000 EACH	.		.	
0800	611008 Remove Tree and Stump 18 to 24 Inch Dia.	1.000 EACH	.		.	
0810	611104 Litter Baskets	11.000 EACH	.		.	
0820	611642 Magnolia grandiflora (Southern Magnolia) 8 - 10 Ft. Ht., B&B	1.000 EACH	.		.	
0830	612002 Mobilization	LUMP	LUMP			.
0840	614992 PCC Traffic Barriers Special Item - LF - 614 013 - INSTALL PORTABLE PCC BARRIER	465.000 LF	.		.	
0850	614992 PCC Traffic Barriers Special Item - LF - 614 013 - MOVE PORTABLE PCC BARRIER	795.000 LF	.		.	
0860	615004 Three-Ply Membrane Waterproofing	160.000 SY	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0870	616004 Construction Lane Closing	LUMP	LUMP			.
0880	616006 Remove Lane Markings	2000.000 SF		.		.
0890	616008 Temporary Construction Sign Supports	20.000 EACH		.		.
0900	616012 Construction Warning and Detour Signs	190.000 SF		.		.
0910	616016 Flashing Amber Warning Lights, Type "B"	10.000 EACH		.		.
0920	616020 Sequential Arrow Boards	1.000 EACH		.		.
0930	616022 Construction Sign Warning Flags	20.000 EACH		.		.
0940	616024 Type III PVC Barricade	2.000 EACH		.		.
0950	616028 Traffic Drums	20.000 EACH		.		.
0960	616040 Thermoplastic Pavement Marking, 4 Inch	10100.000 LF		.		.
0970	616044 Thermoplastic Pavement Marking, 6 Inch	8900.000 LF		.		.

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0980	616050 Thermoplastic Pavement Marking, 12 Inch	6800.000 LF	.		.	
0990	616060 Painted Lane Marking, 4 Inch	6490.000 LF	.		.	
1000	616062 Painted Lane Marking, 6 Inch	1935.000 LF	.		.	
1010	616090 Construction Zone Attenuator	3.000 EACH	.		.	
1020	616110 PORTABLE CHANGABLE MESSAGE SIGN	2.000 EACH	.		.	
1030	616122 Steel Protection Plate	20.000 EACH	.		.	
1040	616994 Traffic Control Special Item - LF - 616 041 - PREFORMED PAVEMENT MARKINGS, 4 INCH	350.000 LF	.		.	
1050	616994 Traffic Control Special Item - LF - 616 045 - PREFORMED PAVEMENT MARKINGS, 6 INCH	430.000 LF	.		.	
1060	616994 Traffic Control Special Item - LF - 616 051 - PREFORMED PAVEMENT MARKINGS, 1 2 INCH	1035.000 LF	.		.	
1070	617006 Remove Abandoned Traffic Signal Or Street Light Pole Foundation	8.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1080	617008 Furnish And Install PCC Foundation For Traffic Signal Pole Or Pendant Post Street Light Pole	14.000 EACH	.		.	
1090	617024 Furnish And Install Galvanized Steel Transformer Base	27.000 EACH	.		.	
1100	617030 Furnish And Install One 2 Inch And Two 4 Inch PVC Encased Electrical Conduits	422.000 LF	.		.	
1110	617032 Furnish And Install One 2 Inch And One 4 Inch PVC Encased Electrical Conduits	434.000 LF	.		.	
1120	617034 Furnish And Install Four 4 Inch PVC Encased Electrical Condu its	673.000 LF	.		.	
1130	617038 Furnish And Install PCC Foundation For Controller Cabinet	2.000 EACH	.		.	
1140	617040 Furnish Temporary, Portable, Concrete Base For Model 336-S And Model 336-Ss Traffic Signal Controller Cabinet	2.000 EACH	.		.	
1150	617042 Furnish Temporary, Portable, Concrete Base For 20 Foot Steel Traffic Signal Pole Mounted On A Transformer Base	13.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1160	617044 Relocate Any Temporary, Portable, Concrete Base	15.000 EACH	.		.	
1170	617046 Furnish And Install 20 Foot Tall Steel Traffic Signal Pole	27.000 EACH	.		.	
1180	617048 Furnish And Install 8 Foot Long Mast Arm With Clamp And Remo veable End Cap	10.000 EACH	.		.	
1190	617050 Furnish And Install 7 Conductor 14 Awg Stranded Electrical Traffic Signal Cable	8000.000 LF	.		.	
1200	617052 Furnish And Install 4 Conductor 18 Awg Shielded, Stranded Electrical Traffic Signal Cable	4300.000 LF	.		.	
1210	617058 Furnish And Install 25 Pair 19 Awg Underground Communication s Cable	1800.000 LF	.		.	
1220	617060 Furnish And Install 25 Pair 19 Awg Overhead Communications C able	950.000 LF	.		.	
1230	617068 Furnish Red Ball Led Module	50.000 EACH	.		.	
1240	617070 Furnish Yellow Ball Led Module	50.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1250	617072 Furnish Green Ball Led Module	50.000 EACH	.		.	
1260	617076 Furnish Yellow Arrow Led Module	4.000 EACH	.		.	
1270	617078 Furnish Green Arrow Led Module	4.000 EACH	.		.	
1280	617084 Furnish 12 Inch Overlay Lunar White Walking Person And Portl and Orange Raised Hand Led Module	38.000 EACH	.		.	
1290	617086 Furnish 12 Inch Portland Orange Countdown Led Module	38.000 EACH	.		.	
1300	617090 Furnish And Install 3 Section Conventional Traffic Signal He ad On A Pole (All Lenses 12?)	36.000 EACH	.		.	
1310	617094 Furnish And Install 5 Section Conventional Traffic Signal He ad On A Pole (All Lenses 12?)	4.000 EACH	.		.	
1320	617096 Furnish And Install 3 Section Conventional Traffic Signal He ad On A Mast Arm (All Lenses 12?)	10.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1330	617114 Furnish And Install 2 Section Conventional Pedestrian Signal Head On A Pole (12?)	38.000 EACH		.		.
1340	617124 Furnish And Install Traffic Signal Controller And Cabinet	2.000 EACH		.		.
1350	617126 Remove Abandoned Traffic Signal Controller Cabinet Foundatio n	2.000 EACH		.		.
1360	617130 REMOVE TRAFFIC SIGNAL POLE AND TRAFFIC SIGNAL EQUIPMENT	2.000 EACH		.		.
1370	617132 Remove Traffic Signal Controller And Cabinet	2.000 EACH		.		.
1380	617134 REMOVE TRAFFIC SIGNAL WOOD POLE AND TRAFFIC SIGNAL EQUIPMENT	2.000 EACH		.		.
1390	618016 Furnish and Install 36" x 36" x 36" Manhole	20.000 EACH		.		.
1400	618020 Remove Manhole over 24" x 24"	1.000 EACH		.		.
1410	618022 Furnish and Install 48" x 48" x 48" Manhole	24.000 EACH		.		.

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1420	618072 Furnish and Install 1-2" Schedule 40 Rigid PVC Conduit	818.000 LF	.		.	
1430	618100 Furnish and Install 1-4" Schedule 40 Rigid PVC Conduit	10.000 LF	.		.	
1440	618148 Furnish and Install 6-4" Schedule 40 Rigid PVC Conduits (duc t bank)	2313.000 LF	.		.	
1450	618150 Furnish and Install 6-4" and 1-2" Schedule 40 Rigid PVC Conduits (duct bank)	2065.000 LF	.		.	
1460	618152 Furnish and Install 6-4" and 2-2" Schedule 40 Rigid PVC Conduits (duct bank)	154.000 LF	.		.	
1470	618160 Furnish and Install 2-4" Schedule 40 Rigid PVC Conduit (duct bank)	1151.000 LF	.		.	
1480	618190 Furnish and Install #10 Stranded Wire	7678.000 LF	.		.	
1490	618202 Furnish and Install #6 Stranded Wire	2215.000 LF	.		.	
1500	618250 Furnish and Install #0000 Stranded Wire	14247.000 LF	.		.	
1510	618292 Furnish and Install #8 Stranded Ground Wire	4563.000 LF	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1520	618310 Furnish and Install #2 Stranded Ground Wire	4749.000 LF	.		.	
1530	618354 Remove Overhead Conductors [Defined in Pay Item Description] #4 AWG	1000.000 LF	.		.	
1540	618394 Furnish and Install 15" B.C. Street Light Foundation	55.000 EACH	.		.	
1550	618436 Furnish and Install 15" B.C Steel Transformer Base	55.000 EACH	.		.	
1560	618542 Furnish and Install 28'-6" Steel Pendant Pole with up to 8' Arm	55.000 EACH	.		.	
1570	618630 Remove Wood Pole 35 ft. Height or less	6.000 EACH	.		.	
1580	618668 Remove arm from wood pole up to 8 ft. in Length	11.000 EACH	.		.	
1590	618680 Install D.C. Furnished 8 ft. Arm on Wood Pole	40.000 EACH	.		.	
1600	618688 Remove arm from wood pole over 8 ft. in Length	37.000 EACH	.		.	
1610	618720 Remove Luminaire from Wood Pole	48.000 EACH	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1620	618736 Furnish and Install 100 Watt HPS Tear Drop Fixture	14.000 EACH	.		.	
1630	618760 Furnish and Install 250 Watt HPS Tear Drop Fixture	81.000 EACH	.		.	
1640	618888 Furnish and Install 4" PVC Rigid U-Guard on Wood Pole	60.000 LF	.		.	
1650	618896 Furnish and Install 1" PVC Rigid U-Guard on Wood Pole	195.000 LF	.		.	
1660	618992 ELECTRICAL WORK SPECIAL ITEM -EACH- 618 395 - FUR AND INSTALL SPREAD FOOTER FOUND FOR STRLIGHT OR TR SIGNAL POLE	2.000 EACH	.		.	
1670	618993 ELECTRICAL WORK SPECIAL ITEM -LF- 618 163 - FURNISH AND INSTALL 8-4" & 1-2 " SCHEDULE 40 RIGID PVC CONDUIT	28.000 LF	.		.	
1680	618999 Payment to PEPCO for Connection, Disconnection, Inspection PAYMENT TO PEPCO	LUMP	LUMP		9500.00	
1690	620002 Timber Ground Mounted Sign Posts, 4x4 Inch	200.000 LF	.		.	
1700	620014 Traffic Sign Panels	500.000 SF	.		.	

CONTRACT ID: KA2012B0036 PROJECT(S): STP-3210(006)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1710	620022 METAL SIGN POST	1160.000 LF		.		.
1720	620993 Traffic Signing Special Item - EACH - 620 015 - REBUILDING DC SIGN	1.000 EACH		.		.
1730	624002 Engineer's Field Facilities	LUMP	LUMP			.
1740	625002 Field Layout	LUMP	LUMP			.
1750	628002 Erosion and Sediment Control	LUMP	LUMP			.
1760	703002 PCC Footing	230.000 CY		.		.
1770	703006 PCC Pier-Abutment-Wall	260.000 CY		.		.
1780	704002 Reinforcing Steel	44000.000 LBS		.		.
1790	708004 Stone Masonry, Class B	800.000 CF		.		.
1800	711004 Wall Perforated Drain Pipe	630.000 LF		.		.
	SECTION 0001 TOTAL					.
	TOTAL BID					.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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