

SPECIFICATIONS  
FOR  
PREFABRICATED ALUMINUM SIGNS

TO  
THE BOARD OF COUNTY COMMISSIONERS  
HENRY COUNTY, OHIO

FOR  
THE HENRY COUNTY HIGHWAY DEPARTMENT

BIDS WILL BE RECEIVED – May 19, 2011  
10:00 A.M.

## Table of Contents

LEGAL NOTICE .....	2
SCOPE .....	3
REQUIREMENTS / SPECIFICATIONS.....	3
PROOF OF INSURANCE.....	5
WORKER’S COMPENSATION .....	5
INDEMNIFICATION/HOLD HARMLESS.....	5
STATE EEO CERTIFICATION CLAUSE .....	5
NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS.....	6
ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE .....	6
DRUG-FREE WORKPLACE .....	6
OHIO ETHICS LAW .....	6
POLITICAL CONTRIBUTIONS.....	7
STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES .....	7
STATE AND FEDERAL REQUIREMENTS.....	7
NON -COLLUSION AFFIDAVIT .....	8
VERIFICATION OF "NO FINDING FOR RECOVERY" .....	9
OHIO HOMELAND SECURITY FORM .....	11
BID PROPOSAL.....	14
COUNTY SIGN DETAILS.....	APPENDIX A
ODOT/COUNTY SIGN AGREEMENT.....	APPENDIX B
FHWA FORM 1273 .....	APPENDIX C

## **LEGAL NOTICE**

Notice is hereby given that sealed bids will be received at the office of the Board of County Commissioners of Henry County, Ohio until Thursday, May 19, 2011 at 10:00 o'clock A.M., at which time and place, bids will be opened and read for fully finished aluminum signs with high intensity prismatic sheeting with proper legends for use by the Henry County Highway Department. Bidding documents and specifications will be issued at the Office of the Henry County Engineer. They will also be available on the Henry County Engineer's website <http://www.henrycountyengineer.com> under the link "Bid Request Listing".

Bids must be submitted on the forms provided by the Engineer.

Bids may be hand delivered or mailed in a sealed envelope bearing the Bidder's name and address and marked "Sealed Bid for Aluminum Signs".

The said Board reserves the right to reject any or all bids.

The contract will be award to the lowest and best bidder.

No bid will be considered unless it be accompanied by a bond executed by a surety company authorized to do business in the State of Ohio or a certified check on a solvent bank; either in the amount of five (5%) percent of the bid based on the total bid price to guarantee that if said bid is accepted, a contract will be entered into and the performance of it properly secured.

BY ORDER OF  
BOARD OF COUNTY COMMISSIONERS  
HENRY COUNTY, OHIO

By: Vicki R. Glick, Clerk

Please advertise:

April 28, 2011  
May 5, 2011

## **SCOPE**

The Henry County Engineer was awarded a grant that will match 80% up to a total of \$43,750, of the eligible material costs related to erecting or replacing signs around the county. The Henry County Engineer would like to replace/erect as many signs as possible to conform to the new federal minimum sign reflectivity requirements while maximizing the amount of money received from this grant. The Henry County Engineer is seeking bids for ready to install fully finished prefabricated aluminum signs with high intensity prismatic sheeting with proper legends to be used by the Henry County Highway Department for various sign upgrade operations during 2011. Signs will be ordered by the Henry County Highway Department as needed.

## **REQUIREMENTS / SPECIFICATIONS**

### **Section 1: Design**

All signs are to be designed according to the 2005 Ohio Manual of Uniform Traffic Control Devices, Revision 1 and the Ohio's *Sign Design Manual*, 2010 edition, which can be found online at

<http://www.dot.state.oh.us/Divisions/HighwayOps/Traffic/publications2/SDM/Pages/default.aspx>.

### **Section 2: Contract Duration**

The duration of the contract shall be for twelve (12) months from the date of award.

### **Section 3: Delivery Destination**

Deliveries shall be sent to the following location:

Henry County Highway Garage

Attn: Dan Brink

15-499 County Road P

Napoleon, Ohio 43545

### **Section 4: Delivery**

Delivery shall be made within **30** calendar days upon written or verbal notification. If delivered by pallets, pallets will be unloaded by a county employee.

### **Section 5: Delivery Hours**

Unless other arrangements are made, deliveries shall be made between 7:00 a.m. and 3:00 p.m. Late arrivals will not be unloaded until the following day. No deliveries will be accepted on Fridays, Saturdays, Sundays or County holidays.

### **Section 6: Free Delivery - Minimum Order \$400.00**

- Orders meeting or exceeding the minimum shall be shipped, free of any delivery costs, to the delivery destination at the unit price quoted.

- Orders amounting to less than the minimum shall be shipped at the unit price quoted, prepaid with freight/shipping charges added to the invoice. Copies of freight/shipping charges are to be included with the invoice.

### **Section 7: Material Specifications**

The aluminum signs must:

- be made of approved Aluminum Alloy ASTM B 209, 5052-H38 or 3004-H38;
- be free of dents, bow, warp, buckle, burrs, sharp edges or defect;
- be in accordance with ODOT Standard Construction Drawings TC-52.10 and TC-52.20, which governs material thickness, hole patterns, corner radius and size, unless otherwise noted. The above referenced construction drawings are attached hereto and incorporated herein as Appendix A.
- be fabricated using prismatic sheeting – ODOT Type G, H, or J reflective sheeting in accordance with CMS Sections 730.19, 730.192 and 730.193, respectively. All reflective sheeting materials must be contained on the ODOT list of pre-qualified reflective sign sheeting materials.
- meet minimum reflectivity requirements as required by any federal or state regulation.
- utilize high intensity grade prismatic sheeting.

Henry County Road Signs - Lettering is to be Arial Bold and 3 inches in height. Sign sheeting is to be high intensity grade prismatic sheeting. Outline and lettering is to be white on a green sign. This sign is to be double sided. Please see Appendix A for further details.

Henry County GIS Sign – See Appendix A for details.

Commercial tolerances as established by the Aluminum Association in the Aluminum Standards and Data shall apply and further govern the acceptability of submitted products.

### **Section 8: Packaging Requirements**

The aluminum signs must be sorted by size and neatly stacked. The signs shall be interleaved with a small visible tab (paper/plastic) for every twenty-five (25) signs. The aluminum signs must be protected from moisture during shipment.

### **Section 9: Unit Price Contract**

The undersigned further agrees to accept the following "Unit Bid Prices" in compensation for services rendered. The unit prices bid shall remain in effect and held firm during the term of the contract

### **Section 9: Award**

To be considered for award of the invitation, vendors will be required to bid on all items, listed in the invitation or their bid will be considered as non-responsive. This invitation will be awarded to the vendor that submits the bid with the lowest grand total price for all items. All quantities represent an estimated number of signs and do not reflect a

minimum or a maximum. The intent of the Highway Department is to maximize the grant reimbursement by erecting or replacing as many signs as possible.

### **PROOF OF INSURANCE**

Vendors are required to furnish the County with a certificate of insurance in the minimum amount of \$1,000,000.00 primary and \$1,000,000.00 umbrella coverage. The County, its elected office and employees shall be named as additional insured with respect to all activities under any agreement resulting from this bidding. The certificate of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Vendors will replace certificate for any insurance expiring prior to the effective end date under any agreement resulting from this bidding.

Vendors are required to have Public Liability Insurance with minimum coverage amounts of \$1,000,000 per occurrence, Property Damage Insurance with minimum coverage amounts of \$1,000,000 per occurrence, and Vehicle Liability Insurance (Appendix B section 5.4).

### **WORKER'S COMPENSATION**

Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation. The County is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract. Vendors shall maintain Worker's Compensation coverage as required by Ohio law. A copy of a valid Worker's Compensation certificate shall be submitted with the bid.

### **INDEMNIFICATION/HOLD HARMLESS**

The vendor shall protect, indemnify and hold harmless the County and the Ohio Department of Transportation, there agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the vendor or any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

### **STATE EEO CERTIFICATION CLAUSE**

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful

contractor shall not discriminate against or intimate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60, the Governor Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this project regardless of tier.

### **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS**

The Vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The Vendor further agrees that he/she is in compliance with the requirements of Ohio Revised Code Section 125.111.

### **ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE**

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

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

### **DRUG-FREE WORKPLACE**

The bidder certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on state property. Failure to comply will result in immediate termination of any contract awarded.

### **OHIO ETHICS LAW**

In accordance with Executive Order 2007-01S, the Vendor, by signature on this Invitation to Bid, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and

(3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

### **POLITICAL CONTRIBUTIONS**

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of the Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of the Ohio Revised Code Section 3517.13. The Vendor understands that knowingly making false statement with regard to the aforementioned certification is, in itself, grounds for the rescission of this contract and may result in the loss of other contracts with the State of Ohio.

### **STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES**

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.<sup>3</sup>

### **STATE AND FEDERAL REQUIREMENTS**

The vendor shall adhere to any and all applicable sections in the County Sign Upgrade Agreement, attached as Appendix B.

The vendor shall adhere to any and all applicable provisions set forth in Form FHWA-1273, attached as Appendix C.

**NON -COLLUSION AFFIDAVIT**

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

**State of \_\_\_\_\_**

**County of \_\_\_\_\_: ss.**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Party Signing Affidavit) (Title)

being duly sworn, do depose and say:

That \_\_\_\_\_  
(Insert name of individual, Co-partnership, or Corporation)

its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, State of \_\_\_\_\_

(Seal)

My commission expires:  
\_\_\_\_\_, 20\_\_\_\_

**VERIFICATION OF "NO FINDING FOR RECOVERY"**

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

No political subdivision shall award a contract for goods, services, or construction to a person against whom a Finding for Recovery has been issued by the Auditor of State, if the Finding for Recovery is unresolved.

The undersigned, by their signature and title, document that no "Finding for Recovery" is outstanding for the bidder.

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title

Prior to award of a contract, Henry County shall verify and report to the Engineer and the Bidder that the Bidder does not appear in the State Auditor's database for "Findings of Recovery".

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the “State Issued License” DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the “Public Employment” DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the “Government Business and Funding Contracts” DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. “Issuing agency or entity” means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce’s Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce’s Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



## OHIO HOMELAND SECURITY FORM

<http://www.homelandsecurity.ohio.gov>

### GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

#### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

#### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE (    )		WORK PHONE (    )		

#### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE (    )	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

#### DECLARATION

**In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code**

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

STATE OF \_\_\_\_\_

\_\_\_\_\_ COUNTY

The undersigned personally appeared before me, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the County of Henry, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of **the** following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$10,000, to any elected official of the County of Henry or their individual campaign committees:
  - a. Myself;
  - b. Any partner or owner or shareholder of the partnership (if applicable);
  - c. Any owner of more than 20% of the corporation or business trust (if applicable);
  - d. Each spouse of any person identified in (a) through (c) of this section;
  - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)
  
2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$10,000, to any elected official of the County of Henry or their individual campaign committees:
  - a. Myself;
  - b. Any partner or owner or shareholder of the partnership (if applicable);
  - c. Any owner of more than 20% of the corporation or business trust (if applicable);
  - d. Each spouse of any person identified in (a) through (c) of this section;
  - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission expires \_\_\_\_\_

**BID PROPOSAL (excel sheet can be obtained online)**

<b>Sign Series</b>	<b>Description</b>	<b>Size</b>	<b>Unit Price (Per Sign)</b>	<b>Estimated Quantity</b>	<b>Total Price</b>
R1-1	Stop Sign	30"x30"	\$ _____	x	100 \$ _____
		36"x36"	\$ _____	x	1 \$ _____
R1-3	#-Way	24"x12"	\$ _____	x	12 \$ _____
R2-1	Speed Limit Sign	24"x30"	\$ _____	x	6 \$ _____
S5-2	End School Zone Sign	24"x30"	\$ _____	x	1 \$ _____
R5-1	Do Not Enter	30"x30"	\$ _____	x	3 \$ _____
R7-1	No Parking	12"x18"	\$ _____	x	1 \$ _____
R11-2	Road Closed	48"x30"	\$ _____	x	24 \$ _____
R12-1	Weight Limit XX Tons	24"x30"	\$ _____	x	12 \$ _____
W1, W2, W7, W8, W9, W11, W14, W15-1, W17-1	Diamond Shaped Warning Signs	30"x30"	\$ _____	x	60 \$ _____
W1 Combination, W3, W4, W5, W6, W8-3, W10, W12, S3, S4		36"x36"	\$ _____	x	60 \$ _____
W1-Arrows	Large Arrow	48"x24"	\$ _____	x	36 \$ _____
W1-Chevron	Chevron	18"x24"	\$ _____	x	48 \$ _____



The proposal must be submitted on the forms provided in the bid packet or on the County Engineer's website.

Accompanying this bid must be a bid bond executed by a Surety Company authorized to do business in the State of Ohio or a certified check on a solvent bank; either in the amount of 5% of the bid based on the total bid price.

The Board of County Commissioners reserves the right to reject any and all bids.

Date: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

# **APPENDIX A**

NOTES

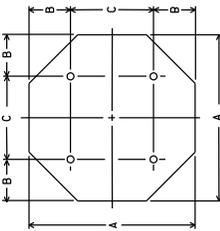
- For each detail shown, the top table is in inches and the lower table is in millimeters unless otherwise noted.
- All bolt holes shall be 3/8 inches (10 mm) in diameter, and may be drilled or punched to finished size.
- Dimensions between bolt holes shall be to tolerance of  $\pm 1/32$  inch ( $\pm 0.8$  mm).
- All route shields shall be 0.080 inches (2.0 mm) thick and attached to extruded signs with aluminum blind rivets.
- For back-to-back mounting of STOP and DO NOT ENTER sign, follow details shown on Standard Construction Drawing TC-41.50.

SHAPE  $\leftarrow$  NO. BOLTS REQUIRED  
 OCTA-2-4  
 $\leftarrow$  NO. SUPPORTS REQUIRED

A	B	C	THICKNESS	AREA (FT <sup>2</sup> )
48	9	30	0.100	16.00

A	B	C	THICKNESS	AREA (m <sup>2</sup> )
1200	225	750	2.5	1.44

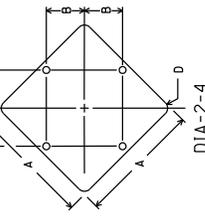


OCTA-2-4

A	B	C	D	THICKNESS	AREA (FT <sup>2</sup> )
48	15	15	3	0.100	16.00
60	18	18	3.75	0.100	25.00

A	B	C	D	THICKNESS	AREA (m <sup>2</sup> )
1200	375	375	70	2.5	1.44
1500	450	450	70	2.5	2.25

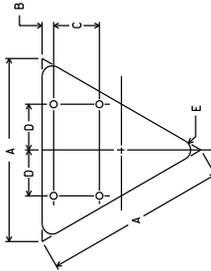


DIA-2-4

A	B	C	D	E	THICKNESS	AREA (FT <sup>2</sup> )
48	3	12	12	3	0.100	6.93
60	3	18	15	4	0.100	10.83

A	B	C	D	E	THICKNESS	AREA (m <sup>2</sup> )
1200	75	300	300	70	2.5	0.92
1500	75	450	375	70	2.5	0.97

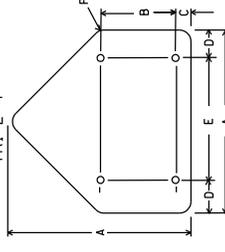


TRI-2-4

A	B	C	D	E	F	THICKNESS	AREA (FT <sup>2</sup> )
48	18	16	9	30	3	0.100	16.00

A	B	C	D	E	F	THICKNESS	AREA (m <sup>2</sup> )
1200	450	150	225	750	70	2.5	1.44

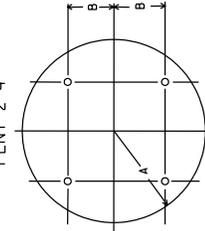


PENT-2-4

A	B	THICKNESS	AREA (FT <sup>2</sup> )
24	15	0.100	16.00

A	B	THICKNESS	AREA (m <sup>2</sup> )
600	375	2.5	1.44

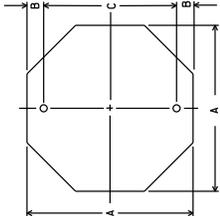


CIR-2-4

A	B	C	THICKNESS	AREA (FT <sup>2</sup> )
18	3	12	0.080	2.25
24	3	18	0.080	4.00
30	3	24	0.080	6.25
36	3	30	0.080	9.00

A	B	C	THICKNESS	AREA (m <sup>2</sup> )
450	75	300	2.0	0.20
600	75	450	2.0	0.36
750	75	600	2.0	0.56
900	75	750	2.0	0.81

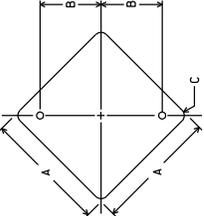


OCTA-1-2

A	B	C	THICKNESS	AREA (FT <sup>2</sup> )
18	9	11.5	0.080	2.25
24	12	14.5	0.080	4.00
30	15	18.75	0.080	6.25
36	18	22.25	0.080	9.00

A	B	C	THICKNESS	AREA (m <sup>2</sup> )
450	225	40	2.0	0.20
600	300	50	2.0	0.36
750	375	50	2.0	0.56
900	450	60	2.0	0.81

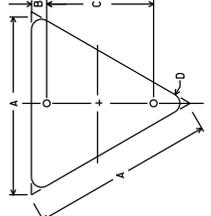


DIA-1-2

A	B	C	D	THICKNESS	AREA (FT <sup>2</sup> )
24	3	14	11.5	0.080	1.73
30	3	18	15	0.080	2.71
36	3	21	2	0.080	3.90

A	B	C	D	THICKNESS	AREA (m <sup>2</sup> )
600	60	350	90	2.0	0.16
750	75	450	90	2.0	0.24
900	75	525	60	2.0	0.35

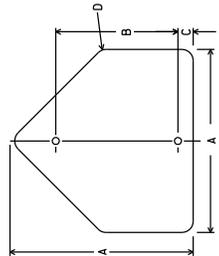


TRI-1-2

A	B	C	D	THICKNESS	AREA (FT <sup>2</sup> )
30	21	3	11.875	0.080	6.25
36	24	3	12.25	0.080	9.00

A	B	C	D	THICKNESS	AREA (m <sup>2</sup> )
750	525	75	60	2.0	0.56
900	600	75	160	2.0	0.81

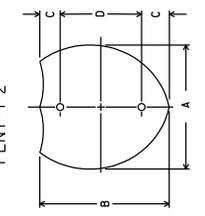


PENT-1-2

A	B	C	D	THICKNESS	AREA (FT <sup>2</sup> )
24	24	3	18	0.080	4.00
24	30	3	18	0.080	5.00
30	30	3	24	0.080	6.25
37.5	30	3	24	0.080	7.81
36	36	6	24	0.080	9.00
45	36	6	24	0.080	11.25

A	B	C	D	THICKNESS	AREA (m <sup>2</sup> )
600	600	75	450	2.0	0.20
600	750	75	450	2.0	0.36
750	750	75	600	2.0	0.56
938	750	75	600	2.0	0.70
900	900	150	600	2.0	0.81
1251	900	150	600	2.0	1.01



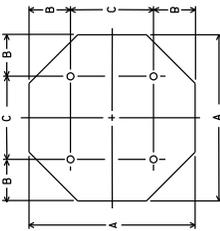
I.S.-1-2

SHAPE  $\leftarrow$  NO. BOLTS REQUIRED  
 OCTA-2-4  
 $\leftarrow$  NO. SUPPORTS REQUIRED

A	B	C	THICKNESS	AREA (FT <sup>2</sup> )
48	9	30	0.100	16.00

A	B	C	THICKNESS	AREA (m <sup>2</sup> )
1200	225	750	2.5	1.44

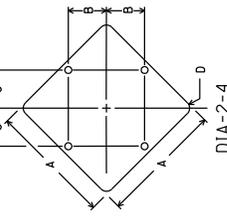


OCTA-1-2

A	B	C	D	E	THICKNESS	AREA (FT <sup>2</sup> )
40	30	1.5	12	1.875	0.080	3.86
48	36	9	15	2.25	0.100	5.56

A	B	C	D	E	THICKNESS	AREA (m <sup>2</sup> )
1000	750	187	300	150	2.0	0.35
1200	900	225	375	160	2.5	0.50

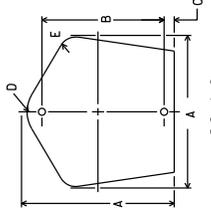


DIA-1-2

A	B	C	D	E	THICKNESS	AREA (FT <sup>2</sup> )
18	15	1	5	2	0.080	2.25
24	18	2	5.313	2.668	0.080	4.00
30	24	2	6.625	3.375	0.080	6.25

A	B	C	D	E	THICKNESS	AREA (m <sup>2</sup> )
450	375	25	125	50	2.0	0.20
600	450	50	133	67	2.0	0.36
750	600	150	165	85	2.0	0.56

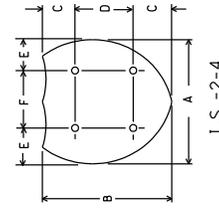


CO-1-2

A	B	C	D	E	F	THICKNESS	AREA (FT <sup>2</sup> )
48	148	9	30	9	30	0.100	16.00
60	148	9	30	12	36	0.100	20.00

A	B	C	D	E	F	THICKNESS	AREA (m <sup>2</sup> )
1200	1200	225	750	625	750	2.5	1.44
1500	1200	225	750	600	900	2.5	1.80

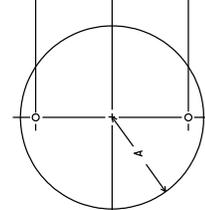


I.S.-2-4

A	B	THICKNESS	AREA (FT <sup>2</sup> )
9	6	0.080	2.25
12	9	0.080	4.00
15	12	0.080	6.25
18	15	0.080	9.00

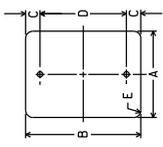
A	B	THICKNESS	AREA (m <sup>2</sup> )
225	150	2.0	0.20
300	225	2.0	0.36
375	300	2.0	0.56
450	375	2.0	0.81



CIR-1-2

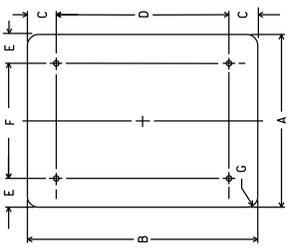
NOTES

- For each detail shown, the top table is in inches and the bottom table is in millimeters unless otherwise noted.
- All bolt holes shall be 3/8 inches (10mm) in diameter, and may be drilled or punched to finished size.
- Dimensions between bolt holes shall be to Tolerance of ± 1/32 inches (± 0.8 mm).
- For back to back mounting of STOP and DO NOT ENTER sign, follow details shown on Standard Construction Drawing TC-41130.



V-REC-1-2

A	B	C	D	E	THICKNESS	AREA (FT <sup>2</sup> )
6	54	9	36	1.5	0.080	2.25
9	12	1.5	9	1.5	0.080	0.75
10	12	1.5	10	1.5	0.080	0.83
12	15	1.5	12	1.5	0.080	1.25
12	16	1.5	13	1.5	0.080	1.33
12	18	1.5	15	1.5	0.080	1.50
12	24	3	18	1.5	0.080	2.00
12	30	3	24	1.5	0.080	2.50
12	36	3	30	1.5	0.080	3.00
12	48	6	36	1.5	0.080	4.00
14	48	6	36	1.5	0.080	4.67
18	24	3	18	1.5	0.080	3.00
18	60	6	48	1.5	0.100	7.50
24	30	3	24	1.5	0.080	5.00
24	36	3	30	1.5	0.080	6.00
24	38	3	32	1.5	0.080	6.33
24	42	6	30	1.5	0.080	7.00
24	48	6	36	1.5	0.100	8.00
30	36	3	30	1.875	0.080	7.50
30	42	6	30	1.875	0.080	8.75
30	48	6	36	1.875	0.100	10.00



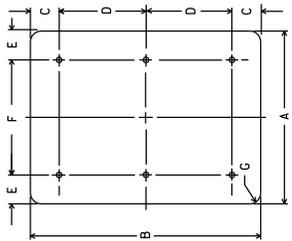
V-REC-2-4

A	B	C	D	E	F	G	THICKNESS	AREA (FT <sup>2</sup> )
36	42	6	30	6	24	2.25	0.080	10.50
36	48	6	36	6	24	2.25	0.100	12.00
36	54	6	42	6	24	2.25	0.100	13.50
36	60	6	48	6	24	2.25	0.100	15.00
36	72	12	48	6	24	2.25	0.100	18.00
36	75	13.5	48	6	24	2.25	0.100	18.75
42	60	6	48	9	24	2.25	0.100	17.50
48	60	6	48	9	30	3	0.100	20.00

A	B	C	D	E	F	G	THICKNESS	AREA (m <sup>2</sup> )
900	1050	150	750	150	600	60	2.0	0.95
900	1200	150	900	150	600	60	2.5	1.08
900	1350	150	1050	150	600	60	2.5	1.22
900	1500	150	1200	150	600	60	2.5	1.35
900	1800	300	1200	150	600	60	2.5	1.62
900	1875	338	1200	150	600	60	2.5	1.69
1050	1200	150	1200	225	600	60	2.5	1.26
1200	1500	150	1200	225	750	75	2.5	1.80

A	B	C	D	E	THICKNESS	AREA (m <sup>2</sup> )
150	1350	225	900	40	2.0	0.20
225	300	37.5	225	40	2.0	0.07
250	300	37.5	250	40	2.0	0.08
300	375	37.5	300	40	2.0	0.11
300	400	37.5	325	40	2.0	0.12
300	450	37.5	375	40	2.0	0.14
300	600	75	450	40	2.0	0.18
300	750	75	600	40	2.0	0.23
300	900	75	750	40	2.0	0.27
300	1200	150	900	40	2.0	0.36
350	1200	150	900	40	2.0	0.42
450	1600	75	450	40	2.0	0.27
600	750	75	600	40	2.5	0.68
600	900	75	750	40	2.0	0.54
600	950	75	800	40	2.0	0.57
600	1050	150	750	40	2.0	0.63
600	1200	150	900	40	2.5	0.72
750	900	75	750	50	2.0	0.68
750	1050	150	750	50	2.0	0.79
750	1200	150	900	50	2.5	0.90

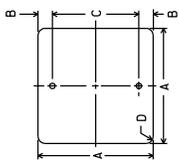
SHAPE NO. BOLTS REQUIRED NO. SUPPORTS REQUIRED



V-REC-2-6

A	B	C	D	E	F	G	THICKNESS	AREA (FT <sup>2</sup> )
48	72	6	30	9	30	3	0.100	24.00
48	76	8	30	9	30	3	0.100	25.33
48	84	12	30	9	30	3	0.100	28.00
48	96	12	36	9	30	3	0.100	32.00

A	B	C	D	E	F	G	THICKNESS	AREA (m <sup>2</sup> )
1200	1800	150	750	225	750	75	2.5	2.16
1200	1900	1200	750	225	750	75	2.5	2.28
1200	2100	300	750	225	750	75	2.5	2.52
1200	2400	300	900	225	750	75	2.5	2.88



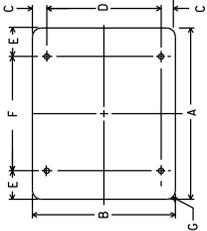
SO-1-2

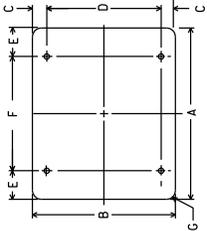
A	B	C	D	THICKNESS	AREA (FT <sup>2</sup> )
6	1.5	3	1.5	0.080	0.25
9	1.5	6	1.5	0.080	0.56
12	1.5	9	1.5	0.080	1.00
15	1.5	12	1.5	0.080	1.56
16	1.5	13	1.5	0.080	1.78
18	3	12	1.5	0.080	2.25
24	3	18	1.5	0.080	4.00
30	3	24	1.875	0.080	6.25
36	3	30	2.25	0.080	9.00

A	B	C	D	THICKNESS	AREA (m <sup>2</sup> )
150	37.5	75	40	2.0	0.02
225	37.5	150	40	2.0	0.05
300	37.5	225	40	2.0	0.09
375	37.5	300	40	2.0	0.14
400	37.5	325	40	2.0	0.16
450	75	300	40	2.0	0.20
600	75	450	40	2.0	0.36
750	75	600	50	2.0	0.56
900	75	750	160	2.0	0.81

NOTES

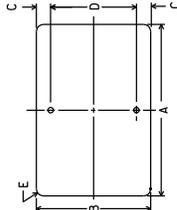
- For each detail shown, the top (or left) table is in inches and the bottom (or right) table is in millimeters unless otherwise noted.
- All bolt holes shall be 3/8 inches (10mm) in diameter, and may be drilled or punched to finished size.
- Dimensions between bolt holes shall be to tolerance of  $\pm 1/32$  inches ( $\pm 0.8$  mm).
- For back to back mounting of STOP and on Standard Construction Drawing TC-4150.

SHAPE  NO. BOLTS REQUIRED  
 H-REC-2-4  
 NO. SUPPORTS REQUIRED



H-REC-2-4

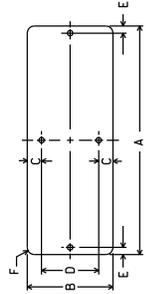
A	B	C	D	E	F	G	THICKNESS	AREA (FT <sup>2</sup> )
40	20	3	14	6	28	1.5	0.080	5.56
42	24	3	18	9	24	1.5	0.080	7.00
42	30	3	24	9	24	1.875	0.080	8.75
42	36	6	24	9	24	2.25	0.080	10.50
45	36	6	24	9	27	2.25	0.080	11.25
48	20	3	14	9	30	1.5	0.100	6.67
48	24	3	18	9	30	1.5	0.100	8.00
48	30	3	24	9	30	1.875	0.100	10.00
48	36	6	24	9	30	2.25	0.100	12.00
48	42	6	30	9	30	2.25	0.100	14.00
54	30	3	24	9	36	1.875	0.100	11.25
54	36	6	24	9	36	2.25	0.100	13.50
60	12	1.5	9	12	36	1.5	0.100	5.00
60	18	3	12	12	36	1.5	0.100	7.50
60	24	3	18	12	36	1.5	0.100	10.00
60	30	3	24	12	36	1.875	0.100	12.50
60	36	6	24	12	36	2.25	0.100	15.00
66	24	3	18	12	42	1.5	0.100	11.00
66	36	6	24	12	42	1.5	0.125	16.50
72	15	1.5	9	12	48	1.5	0.125	6.00
72	15	1.5	12	12	48	1.5	0.125	7.50
72	24	3	18	12	48	1.5	0.125	12.00
72	36	6	24	12	48	2.25	0.125	18.00
72	48	6	36	12	48	3	0.125	24.00
78	24	3	18	12	54	1.5	0.125	13.00



H-REC-1-2

A	B	C	D	E	THICKNESS	AREA (m <sup>2</sup> )
300	100	25	50	40	2.0	0.03
300	150	37.5	75	40	2.0	0.05
300	162	37.5	81	40	2.0	0.05
300	225	37.5	150	40	2.0	0.07
375	200	37.5	125	40	2.0	0.08
375	300	37.5	225	40	2.0	0.11
450	150	37.5	75	40	2.0	0.07
450	225	37.5	150	40	2.0	0.10
450	300	37.5	225	40	2.0	0.14
500	450	75	300	40	2.0	0.23
525	375	37.5	300	40	2.0	0.20
600	150	37.5	75	40	2.0	0.12
600	200	37.5	125	40	2.0	0.15
600	225	37.5	150	40	2.0	0.16
600	250	37.5	175	40	2.0	0.18
600	300	37.5	225	40	2.0	0.21
600	450	75	300	40	2.0	0.27
750	200	37.5	125	40	2.0	0.15
750	225	37.5	150	40	2.0	0.17
750	300	37.5	225	40	2.0	0.23
750	375	37.5	300	40	2.0	0.28
750	450	75	300	40	2.0	0.34
750	600	75	450	40	2.0	0.45
800	150	37.5	75	40	2.0	0.14
800	200	37.5	125	40	2.0	0.18
800	225	37.5	150	40	2.0	0.20
800	300	37.5	225	40	2.0	0.27
800	350	37.5	275	40	2.0	0.32
800	450	75	300	40	2.0	0.34
800	500	75	350	40	2.0	0.41
800	600	75	450	40	2.0	0.45
800	750	75	600	50	2.0	0.58
938	750	75	600	50	2.0	0.68
1200	200	37.5	125	40	2.0	0.14
1200	250	37.5	175	40	2.0	0.20
1200	300	37.5	225	40	2.0	0.26
1200	350	37.5	275	40	2.0	0.32
1200	450	75	300	40	2.0	0.48
1200	450	75	300	40	2.5	0.54

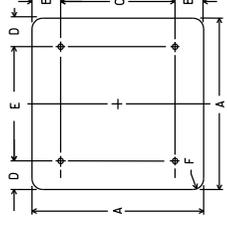
A	B	C	D	E	THICKNESS	AREA (FT <sup>2</sup> )
12	4	1	2	1.5	0.080	0.33
12	6	1.5	3	1.5	0.080	0.50
12	6.5	1.5	3.5	1.5	0.080	0.54
12	9	1.5	6	1.5	0.080	0.75
15	8	1.5	5	1.5	0.080	0.83
15	12	1.5	9	1.5	0.080	1.25
18	6	1.5	3	1.5	0.080	0.75
18	12	1.5	6	1.5	0.080	1.12
18	12	1.5	9	1.5	0.080	1.50
21	15	3	12	1.5	0.080	2.50
24	8	1.5	3	1.5	0.080	1.00
24	8	1.5	5	1.5	0.080	1.33
24	10	1.5	7	1.5	0.080	1.50
24	10	1.5	9	1.5	0.080	1.67
24	12	1.5	9	1.5	0.080	2.00
24	12	1.5	12	1.5	0.080	2.50
30	8	1.5	5	1.5	0.080	1.67
30	9	1.5	6	1.5	0.080	1.88
30	12	1.5	9	1.5	0.080	2.50
30	15	1.5	12	1.5	0.080	3.12
30	18	3	18	1.5	0.080	3.75
30	24	3	18	1.5	0.080	5.00
36	6	1.5	3	1.5	0.080	1.50
36	8	1.5	5	1.5	0.080	2.00
36	9	1.5	6	1.5	0.080	2.25
36	12	1.5	9	1.5	0.080	3.00
36	14	1.5	11	1.5	0.080	3.50
36	15	1.5	12	1.5	0.080	3.75
36	18	3	12	1.5	0.080	4.50
36	20	3	14	1.5	0.080	5.00
36	24	3	18	1.5	0.080	6.00
37.5	30	3	24	1.875	0.080	7.50
48	6	1.2	3	1.2	0.100	1.31
48	12	1.2	6	1.2	0.100	2.31
48	14	1.2	8	1.2	0.100	3.00
48	18	1.2	12	1.2	0.100	4.87
48	18	1.2	15	1.2	0.100	5.33
48	18	3	12	1.2	0.100	6.00



H-REC-1-4 (ONE WAY)

A	B	C	D	E	F	THICKNESS	AREA (FT <sup>2</sup> )
36	12	1.5	9	1	1.5	0.080	3.00
54	18	3	12	1.5	1.5	0.100	6.75

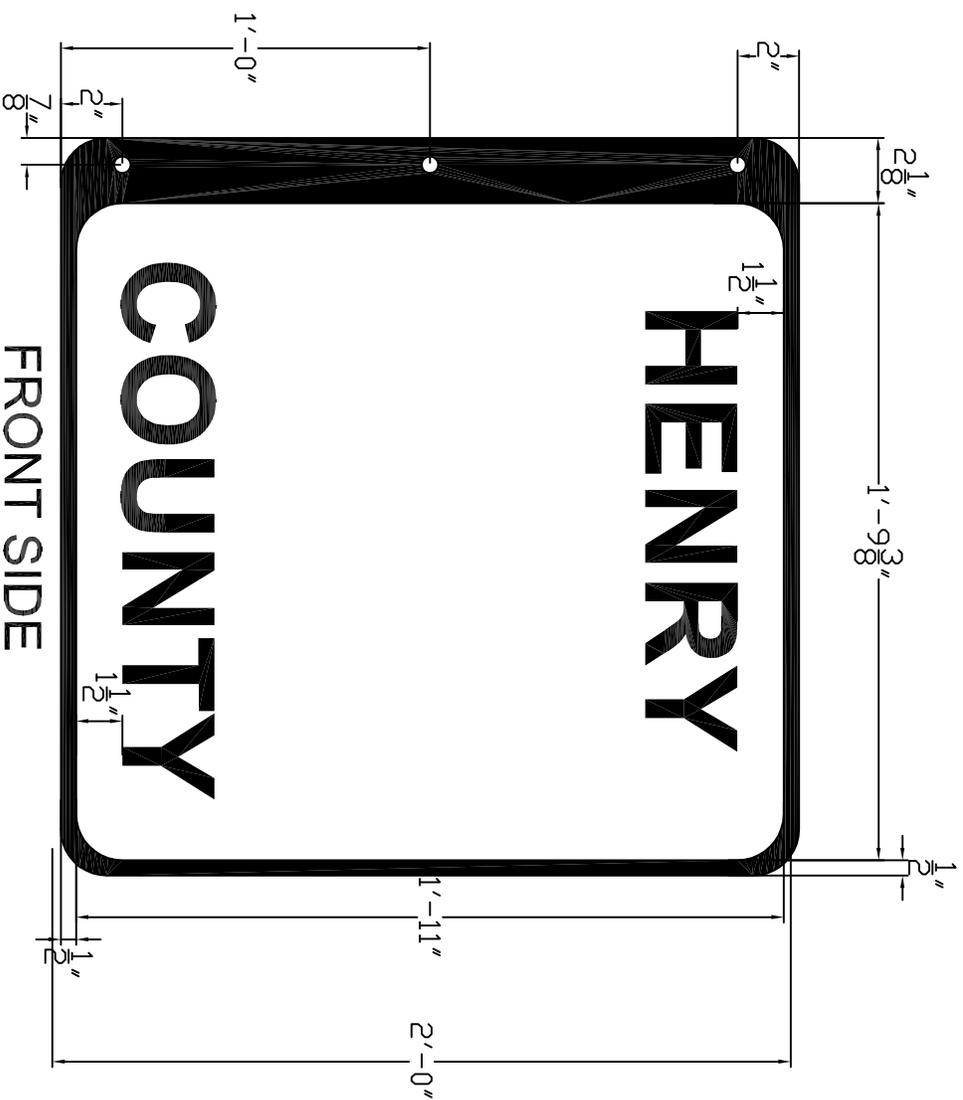
A	B	C	D	E	F	THICKNESS	AREA (m <sup>2</sup> )
900	300	37.5	225	25	40	2.0	0.27
1350	450	75	330	37.5	40	2.5	0.61



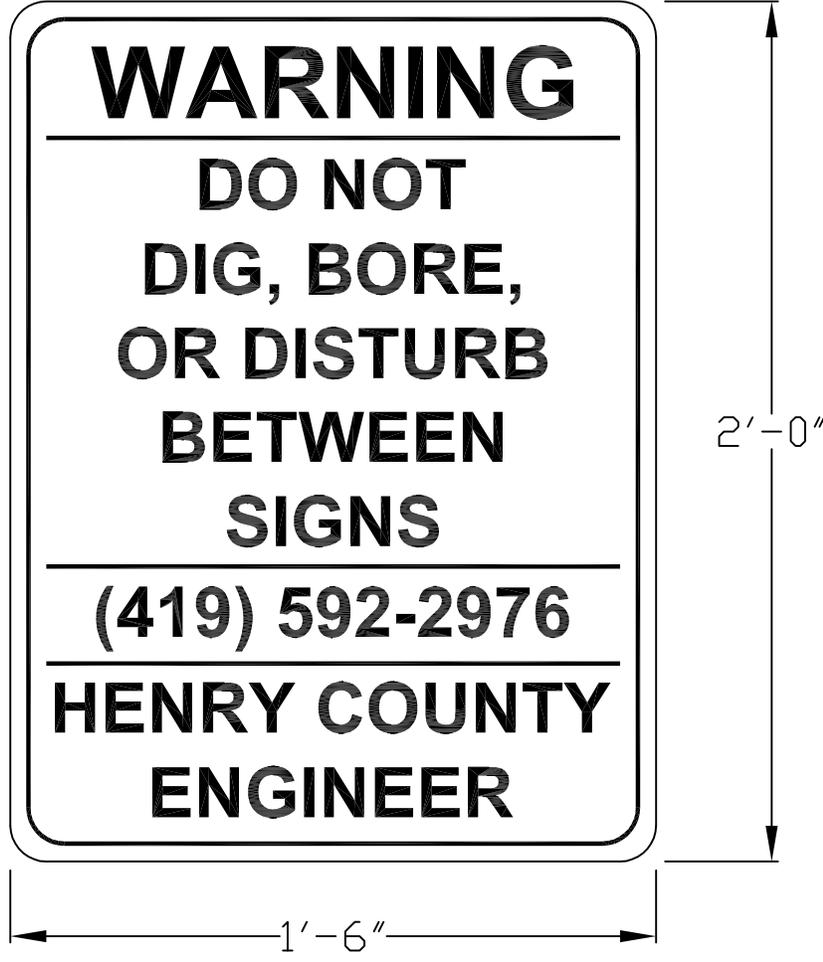
SQ-2-4

A	B	C	D	E	F	THICKNESS	AREA (FT <sup>2</sup> )
36	6	24	6	24	2.25	0.080	9.00
42	6	30	9	24	2.25	0.080	12.25
48	6	36	9	30	3	0.100	16.00

A	B	C	D	E	F	THICKNESS	AREA (m <sup>2</sup> )
900	150	600	150	600	60	2.0	0.81
1050	150	750	225	600	60	2.0	1.10
1200	150	900	225	750	75	2.5	1.44



Henry County Road Signs - Lettering is Arial Bold and 3 inches in height. Sign sheeting is to be high intensity grade prismatic sheeting. Outline and Lettering is to be white. The sign is to be green. This sign is to be double sided with bolt holes drilled or punched in it as shown. The aluminum is to be 0.080" thick



Henry County GRS Signs - Lettering is Arial Bold and the "WARNING" part is 2 inches in height with the rest 1.4 inches in height. Sign sheeting is to be high intensity grade prismatic sheeting. Lines and lettering is to be black. The sign is to be white. The aluminum is to be 0.080" thick

## **APPENDIX B**

## COUNTY SIGN UPGRADE AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Henry County Engineer, 660 North Perry Street, Napoleon, Ohio 43545-1747, hereinafter referred to as the COUNTY.

### 1. PURPOSE

- 1.1 Section 402 of the United States Code provides States with Federal funds to conduct highway safety programs and the funds apportioned to Ohio under Section 402 are administered by ODOT.
- 1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The County's sign upgrade project ("PROJECT") has been selected for funding, by the Program Manager.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 43,750. ODOT shall provide to the COUNTY 80% percent of the eligible costs, up to a maximum of \$ 35,000 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual purchase price of the project materials.
- 3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the COUNTY. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.
- 3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the COUNTY with

a clear statement regarding any specific cost ineligibility, or inform the COUNTY of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

3.6 Within thirty (30) days after completion of all work under this Agreement, the COUNTY shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.

3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.

3.8 Request for reimbursement to the COUNTY and copies of all final reports shall be submitted to:

Randy Lane  
Local Programs Manager  
Office of Systems Planning and Program Management  
Ohio Department of Transportation  
1980 West Broad Street  
Columbus, Ohio 43223

3.9 Reimbursement to the COUNTY shall be submitted to:

Randolf L. Germann, P.E., P.S.  
Henry County Engineer  
660 North Perry Street  
Napoleon, Ohio 43545-1747

#### 4. OBLIGATIONS OF THE COUNTY

4.1 The COUNTY may engage the services of a vendor to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.

4.2 The COUNTY shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$5,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.

4.3 The COUNTY shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The COUNTY shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.

4.4 The COUNTY shall submit a final comprehensive annual activity report to ODOT no later than November 1, 2011. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after November 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after December 1, the final claim will not be reimbursed.

5. ADVERTISING, SALE AND AWARD

- 5.1 The COUNTY **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 5.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the COUNTY Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 5.3 Once the COUNTY receives Federal authorization to advertise, the COUNTY may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement and procurement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The COUNTY shall submit to ODOT any addendum to be issued during the advertisement period. ODOT shall approve such addendum for project eligibility. The addendum shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 5.4 The COUNTY shall incorporate the requirements of Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, into all contracts, as well as appropriate subcontracts and purchase orders. The COUNTY shall require the contractor to protect and indemnify the COUNTY and ODOT from all claims and liability resulting from negligence or willful violations of the contractor. The COUNTY shall require that each of its selected contractors and each subcontractor maintain, during the life of its contract and subcontract, Workers’ Compensation Insurance, Public Liability Insurance with minimum coverage amounts of \$1,000,000 per occurrence, Property Damage Insurance with minimum coverage amounts of \$1,000,000 per occurrence, and Vehicle Liability Insurance.
- 5.5 *CONTRACTOR DRUG-FREE WORKPLACE:* In accordance with Executive Order 2002-13T, the COUNTY shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Workers’ Compensation, and require the same of any of its subcontractors.
- 5.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the COUNTY must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The “prime” contractor must perform no less than 35 percent of the total original contract price.
- 5.7 Before awarding a contract to the selected contractor, the COUNTY shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the COUNTY fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 5.8 The COUNTY is prohibited from imposing any geographical hiring preference on any bidder in the COUNTY’s bid documents or on any successful contractor in the COUNTY’s award or contract for the construction of the PROJECT.

5.9 After analyzing all bids for completeness, accuracy, and responsiveness, the COUNTY shall approve the award of the contract in accordance with laws and policies governing the COUNTY. Within 45 days of that approval, the COUNTY shall submit to ODOT notification of the project award by submitting a bid tabulation, and a copy of the ordinance or resolution.

## 6. CONSTRUCTION CONTRACT ADMINISTRATION

6.1 The COUNTY shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the COUNTY for the eligible work on the PROJECT, as well as at the completion of construction. The COUNTY shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto. Sign projects shall be in conformance with ODOT Construction and Materials Specifications Section 630 and subsection 730.11.

## 7. EXPIRATION AND TERMINATION PROVISIONS

7.1 This Agreement commences on the date of the last signature here to and shall expire on June 30, 2011. ODOT shall have the right and obligation to renew the Agreement for an additional six months commencing on July 1, 2011 and terminating on December 31, 2011. Subject to any change in the dates of the State's fiscal year, ODOT shall be deemed to have exercised its right to renew the term of the Agreement for six months, and the Agreement shall be renewed, upon the effectiveness of the appropriation of funds for the new fiscal year.

7.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the COUNTY shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

7.3 In the event of termination, the COUNTY shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the COUNTY shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the COUNTY shall be returned to ODOT.

7.4 If in the event that any dispute arises between ODOT and the COUNTY concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

## 8. GENERAL PROVISIONS

8.1 In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

8.2 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

- 8.3 The COUNTY shall be audited in accordance with the Ohio Revised Code and/ or OMB Circular A-133. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor's report within 30 days after receipt by the COUNTY.
- 8.4 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 8.5 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.
- 8.6 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**COUNTY:** \_\_\_\_\_

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Jerry Wray  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX C**

## FHWA-1273 Electronic version -- March 10, 1994

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

### Attachments

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

#### I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4, and 7;
  - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

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

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 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."
2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
  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 minority group employees.
    - 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
    - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
    - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an 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 SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. 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.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
  1. The number of minority and non-minority group members and women employed in each work classification on the project;
  2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:
  - a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. 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.
  - c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.
2. Classification:
- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
  - b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
    - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
    - 2. the additional classification is utilized in the area by the construction industry;
    - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
    - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
  - c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
3. Payment of Fringe Benefits:
- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
  - b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:
- a. Apprentices:
    - 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a

State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

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

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

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

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible,

that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - 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 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 VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).
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. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.
- 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.

\* \* \* \* \*

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

1. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier 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 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 primary 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 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.
- d. 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.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. 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.
- g. 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- i. 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.
- j. 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 Covered Transactions:

- 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 participation in this transaction 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.

\* \* \* \* \*

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS  
(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. 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.