County-Route-Section: HEN CRVar PM FY2015
PID No. 98706
AGREEMENT No. 26642
LPA FEDERAL PROJECT

SPECIFICATIONS AND PROPOSAL
FOR
2015 REFLECTORIZED PAVEMENT MARKINGS
HENRY COUNTY, OHIO

Timothy J. Schumm, P.E., P.S., County Engineer
Robert E. Hastedt, County Commissioner
Glenn A. Miller, County Commissioner
Thomas H. VonDeylen, County Commissioner

BID TO BE RECEIVED
Tuesday, March 17, 2015 at 10:00 A.M.

BID SUBMITTED BY:

Company:_____

Address:_____

_____

Phone Number:_____

Fax Number:_____

E-Mail Address:_____

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IF ANY OF THE PAGES LISTED ABOVE ARE NOT INCLUDED IN THESE CONTRACT DOCUMENTS, PLEASE ADVISE.

05/14/2014 Revision

Legal Notice

Notice is hereby given that sealed bids will be received at the Office of the Board of Commissioners of Henry County, Ohio until Tuesday, March 17, 2015 at 10:00 A.M., at which time and place said bids will be opened and read for the labor, materials and equipment required to place reflectorized pavement markings on approximately 166.8 miles of County Roads for Henry County, according to the specifications for the same which are on file and available with the Clerk for the Commissioners, 1853 Oakwood Avenue, Napoleon, Ohio.

Plans, specifications, proposals, and estimated quantities may be obtained or examined at the office of **Timothy J. Schumm, P.E., P.S., Henry County Engineer,** 660 North Perry Street, Napoleon, Ohio 43545 on weekdays, excluding holidays, between the hours of 8:00 A.M. and 4:30 P.M. local time. Proposals may be mailed to a bidder, for a fee of $10.00 to cover shipping and handling. Checks shall be made payable to the Office of the Henry County Engineer. **All bidding documents can also be obtained online by pressing the "Bid Request Listing" link at www.henrycountyengineer.com.**

Bids must be submitted on the forms provided by the Engineer. Bids may be hand delivered or mailed in a sealed envelope addressed to the Henry County Commissioners, 1853 Oakwood Avenue, Napoleon, OH 43545 and bearing the bidders name and address.

Bidders for this project are required to be pre-qualified with the Ohio Department of Transportation. Pre-Qualification must be in force at the time of bidding, at the time of award, and through the life of the construction contract.

Each bidder is required to file with his bid a bid guarantee in the form of either:

1. A bond in accordance with division (B) of Section 153.54 of the Revised Code, providing for the Bid Guaranty and the Contract Bond in the full amount of the bid, or,
2. A Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1305 of the Revised Code, in accordance with division (C) of Section 153.54. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the bid. If this option is used, a Performance / Payment Bond issued by a surety company in the amount of 100% of the contract price shall be furnished by the successful bidder, in accordance with ORC 153.57(A), as a condition of the contract.

The successful bidder, if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

Estimated total cost of the improvements is $144,000.

The funding source for this project is federal funds. Therefore, Davis Bacon wage rates are required.

The contract will be awarded to the lowest and best bidder. The Board of County Commissioners of Henry County reserves the right to reject any and all bids.

BY ORDER OF
THE BOARD OF COUNTY COMMISSIONERS
HENRY COUNTY, OHIO
By: Lisa Sugg, Clerk

Please publish the above Legal Notice 3 times:
February 24, 2015; March 3, 2015; and March 10, 2015

INSTRUCTION TO BIDDERS

I. All Proposals must be in a sealed envelope and marked on the outside as "***Installation of Pavement Markings on various County Roads"*** along with the name and address of the bidder.

Bids will be accepted at the office of the Henry County Commissioners, 1853 Oakwood Avenue, Napoleon, OH 43545, until 10:00 A.M., Tuesday, March 17, 2015, at which time they will be publicly opened and read aloud.

II. The bidder is required to fill in all the blank spaces in ink.

III. The total bid amount for each individual bid item will be determined by multiplying the approximate unit quantities shown in the bid schedule by the unit price specified by the bidder. The lowest bidder will be determined by summing up the total bid amounts for the individual bid items in the bid schedule. The successful bidder agrees to accept the unit prices specified for each bid item as full compensation for the actual work performed.

IV. The contracting authority reserves the right to waive any irregularities in the bidding procedure that are not in conflict with the Revised Code of Ohio, and the right to reject any and all bids.

V. Prior to entering into a contract, the successful bidder must submit a Certificate of Insurance, indicating that he has in force a minimum of $1,000,000.00 in liability insurance and a proof of coverage by Workman's Compensation Insurance.

VI. All bidders must be willing to enter into a contract in which they agree and assent, as part of the general terms and conditions of that contract, to the statutory requirements contained in Sections 125.111 and/or 153.59 of the Ohio Revised Code, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract for insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reason of race, religion, color, sex, handicap, national origin, ancestry, or military status, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, ancestry, or military status.

For all contracts that are subject to the requirements contained in Section 125.111 of the Ohio Revised Code, that all bidders shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Revised Code.

VII. **The bidder shall complete the following enclosed affidavits: Non-Collusion Affidavit, Non-Discrimination Affidavit, and No Findings For Recovery Affidavit, all shall be submitted at the time of the bid.**

VIII. **Whether the bidder obtained the bid proposal from the internet or received a copy from the Engineer's office, the bid documents shall be submitted bound and in its entirety.**

IX. The bidder shall complete the enclosed list of subcontractors form. If at the time of the bid the subcontractors are undetermined, then the list of subcontractors must be submitted before the preconstruction meeting.

X. Partial payments shall be made in accordance with the Ohio Revised Code. The Contractor shall submit a schedule of the work completed to the Engineer for approval. Payments shall be at the rate of 92% of the acceptable work completed until the project is 50% completed. After the project is 50% complete payments shall be made at the rate of 100% of the amount of acceptable work completed.

XI. The Engineer's Estimate is: **$ 144,000.00**

XII. All work shall be completed in its entirety and equipment removed by **June 26, 2015.** Liquidated damages will be deducted for work not completed by the completion date as per the Ohio Department of Transportation Standard Specifications

NOTICE TO BIDDERS

I. SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2010 and applicable sections of the Ohio Revised Code will govern the road improvement project. The following shall also apply:

(a) Any and all interim amendments, additions, changes, and/or deletions to the Standard Specifications.

(b) Any supplemental specifications that are required for this project and as shown on the plans and/or attached to this Proposal.

(c) Proposal Note 520, “Fuel Price Adjustment” shall be EXCLUDED from this project.

(d) The following Sections of the 2010 Specifications shall be EXCLUDED from this project. Said Sections shall follow Henry County Specifications outlined elsewhere in this Proposal, as applicable.

Section 102.01, Prequalification of Bidders
Section 102.03, Issuance of Proposals
Section 102.06, Preparation of Bids
Section 102.09, Proposal Guaranty
Section 102.10, Delivery of Bid
Section 102.11, Withdrawal of Bids
Section 102.13, Public Opening of Bids
Section 102.14(A, I & M), Disqualification of Bidders
Section 103.01, Consideration of Proposals
Section 103.02, Award of Contract
Section 103.04, Return of Proposal Guaranty
Section 103.05, Requirement of Contract Bond
Section 103.06, Execution of Contract
Section 103.07, Failure to execute Contract
Section 104.02(A), Revisions to the Contract Documents
Section 108.02(A), Partnering
Section 108.11, Post Construction Meeting
Section 401.20, Asphalt Binder Price Adjustment

(e) ODOT CMS Section 108.01, The Prime Contractor must perform no less than thirty percent (30%) of the total original contract price in lieu of the fifty percent (50%) stated in Section 108.01.

(f) A bidder may withdraw his bid from consideration in accordance with Ohio Revised Code Section 9.31.

(g) The Contractor should replace the terms “the Department”, “the Engineer”, “the Director” and “the DCE” in the ODOT CMS with the term “agency awarding the contract.” Furthermore, nothing in this document is intended to alter the agency’s adherence to the Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

II. BID FILING

Bids shall be on the form prescribed by the contracting authority and filed in a sealed envelope at the time and place mentioned in the advertisement. The bids received shall be opened and tabulated at the time stated in this notice. Each bid shall contain the full name of each person or company submitting the bid.

III. BID GUARANTY

Pursuant to the provisions of Section 153.54, each bidder shall be required to file with his bid one of the following options:

1. A bond in accordance with division (B) of Section 153.54 of the Revised Code, providing for the Bid Guaranty and the Contract Bond in the full amount of the bid, or,

2. A Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1305 of the Revised Code, in accordance with division (C) of Section 153.54. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the bid. If this option is used, a Performance Bond issued by a surety company in the amount of 100% of the contract price shall be furnished by the successful bidder as a condition of the contract.

IV. QUALIFICATION OF BIDDER

Each bidder shall submit evidence that he is pre-qualified with the Ohio Department of Transportation for paint striping. Pre- qualification must be in force at the time of bidding, at the time of award, and through the life of the construction contract.

V. AWARDING OF CONTRACTS

The award of the contract shall be made to the lowest and best bidder. The bond or check from all unsuccessful bidders shall be returned to them by the contracting authority immediately upon awarding the contract or the rejection of all bids. The contracting authority may reject all bids. The Henry County Commissioners reserve the right to alter any item of this proposal in order to meet budgetary restrictions.

Unless otherwise indicated in the specifications, the lowest and best bidder, after awarded the contract, shall enter into agreement within 60 days after the opening of the bids. Due to processing time, it is suggested that the successful bidder enter into written contract within 10 days of the notice of award.

VI. FEDERAL PREVAILING WAGE RATES

Federal Prevailing wage rates ARE REQUIRED for this project and can be found online at http://www.wdol.gov/dba.aspx#0.

VII. MAINTENANCE GUARANTEE BOND

The Contractor shall make all repairs due to defective workmanship or material for the term of one (1) year after the final acceptance date and shall correct and repair promptly during that time all defective work and material of whatever description. However, ordinary wear and tear or damage due to negligent or improper operation or maintenance on the part of the Owner shall not be considered any obligation to the Contractor. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor and/or his surety.

As a guarantee for the faithful performance of the repairs for one (1) year as outlined above, the Contractor shall furnish to the Owner a maintenance bond executed by an acceptable surety company in an amount of one-hundred (100) percent of the final contract amount. Said maintenance bond shall be submitted with the final pay request.

GENERAL DESCRIPTION OF WORK

FUNDING SOURCE

The funds for this project are Federal monies that are distributed by ODOT through the LPA Program. All requests for payment are to be submitted to the County Engineer's office. Any questions regarding the funding or methods of payment should be directed to the Engineer prior to bid opening.

PRE – CONSTRUCTION MEETING

Prior to commencing work, the Contractor will schedule a pre-construction meeting with the engineer. At said meeting, the Contractor shall submit a project schedule, list of subcontractors, major material suppliers, haul roads, and equipment.

GENERAL SCOPE OF WORK

This work shall consist of applying polyester type pavement marking material in accordance with ODOT Specifications dated 2010, and the requirements of the Ohio Manual of Uniform Traffic control Devices for Streets and Highways. The Contractor shall furnish all materials, labor, and equipment necessary for the required pavement preparation and application.

SUPERVISION

All work to be done under this contract shall be under the supervision of the County Engineer or his authorized representative. A 24 hour notification is advised.

SAFETY

Traffic shall be maintained in accordance with 614, the current version of the Ohio Manual of Uniform Traffic Control Devices, and the standard drawings listed on the Title Sheet. The Contractor shall be required to maintain traffic at all times and to protect the painted lines as required. The Contractor shall be responsible to apply any other safety measure necessary to keep the traveling public aware that work is being done on the highway.

TIME

The Contractor shall execute his work in the best workmanlike manner in order to complete the contract by the required time. **There shall be no painting of centerline or edge lines on Saturdays, Sundays, or Holidays, without the prior approval of the County Engineer.** The Contractor shall daily keep the County Engineer informed of the scope and location of the scheduled work.

Prior to the commencement of the work, the County Engineer will provide the Contractor with a map and a listing of all roads to be painted.

LOCATION MAP LISTINGS

Location maps have been attached in under the map and roadway listing section. It is the responsibility of the Contractor to obtain a current map of Henry County and be cognizant of the routes to be marked, their beginning and end points, and auxiliary marking locations. This information is provided in tabular form attached in the proposal. Railroad and School Marking locations will be discussed in the pre-construction meeting.

ESTIMATED MATERIAL USAGE

Estimated lineal quantities are provided in the Centerline and Edge line Summary section of this plan. The estimates were obtained from Henry County no-passing zone logs. The estimated quantities are provided for the convenience of the Contractor to estimate the materials needed for the pavement markings. The estimated quantities are not to be utilized for pay quantities or as basis of payment for delivered materials.

MATERIAL QUANTITY MEASUREMENT

The contractor's centerline and edge line striper equipment must have the ability to measure and display route length, and linear footage of painted solid line on a route-by- route basis. It is also desired but not required that the Contractor's application equipment have the following functionality:

- Allow input of paint and bead material usage specifications into striper control memory
- Using measured lineal footage and stored material usage specification. Calculate traffic paint used in gallons, and glass beads in pounds
- Provide this information on a route-by-route and daily basis.

LINE ITEM 643 – POLYESTER PAVEMENT MARKING

This work shall consist of furnishing and applying polyester pavement markings in accordance with 641, 740.03, and 740.09. Any and all supplemental specifications issued shall also apply. The Contractor shall clean and prepare the existing asphalt concrete pavements in accordance with 641.05. Layout and establishment of the "T"

marking of no-passing zones shall be in accordance with 641.06, and shall be established with the logs provided by the County Engineer's office. Two-way radio equipment shall be in accordance with 641.09.

Payment for all the above work is included in Item 643.

Specifications for Item 7 of the proposal include the Arrow shall be 9.5' from top to bottom and letters and numbers shall be approximately 8.5' tall. The pavement marking alphabet and arrow symbol (page 10-10) shall correspond to Chapter 9 of Ohio's Sign Designs and Marking Manual. The alphabet below the arrow will read "US 24"

MATERIAL REQUIREMENTS

Paint supplied for all described work shall be two-part polyester system in accordance with ODOT 740.03, and shall be applied at the rate of 16 gallons per mile of solid line.

Glass beads for polyester paint shall conform to AASHTO M247 Type 1, and shall be applied to all painted lines at a minimum rate of 16.5 pounds per gallon of paint.

The material manufacturers shall furnish certification that all materials comply with the provisions of the 643 specifications.

FINAL ACCEPTANCE

Pavement markings will be deemed unacceptable in accordance with 641.11 and 643.04. The unacceptable work shall be replaced by the Contractor at his expense. The Contractor may request that unacceptable work be non-performed. The Contractor will receive no payment for unacceptable work, which is non-performed.

DATE OF COMPLETION

ODOT Section 108.06 of the 2010 Construction and Materials Specifications shall be in effect for this project. **The completion date is June 26, 2015.**

Federal Information To Bidders

By signing the specified contract proposal, of which the ODOT 2013 LPA Template (ODOT Spec Book and LPA Spec Book) has been incorporated, the bidder agrees to all of the below provisions.

ODOT's 2013 LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.

1. ODOT'S 2013 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's 2013 Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.**

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCE" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

Excluded 2013 Specifications			
Section102.01	Section 103.01	Section 105.19	Section 108.09
Section 102.03	Section 103.02	Section 107.04	Section 109.06
Section 102.06	Section 103.04	Section 107.13	Section 109.09
Section 102.09	Section 103.05	Section 108.01	Section 109.12(A)
Section 102.10	Section 103.06	Section 108.02(B)	Section 109.12(B)
Section 102.11	Section 103.07	Section 108.02(E)	Section 109.12(E)
Section 102.13	Section 104.02(A)	Section 108.02(F)	
Section 102.14	Section 105.05	Section 108.02(G)	
Section 102.17	Section 105.13	Section 108.08	

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

A. Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

B. State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

C. Exceptions. ODOT may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. ODOT may grant such exceptions under either of the following conditions:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or $2,500, whichever is greater. The cost is the value of the product as delivered to the project.

2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

D. Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. PREQUALIFICATION

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. <u>The "prime" contractor must perform no less than 30 percent of the total original contract price.</u>

5. PN033 - 10/15/2004 - AS PER PLAN DESIGNATION

(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

6. FEDERALLY REQUIRED EEO CERTIFICATION FORM

The bidder hereby certifies that he **has** ...., **has not** ...., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has** ...., **has not** ...., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ***The Bidder must circle the appropriate "has or has not" above.***

7. PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

8. PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the “Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -

(a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds $10,000 and is not exempt from the provisions of the Equal Opportunity clause.

(b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.

(c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

9. PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. GENERAL

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the LPA, ODOT and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

The contractor will designate and make known to the LPA contracting officer(s) an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable to effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

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

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Executive Order 1 1246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

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

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

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

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

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

7. TRAINING AND PROMOTION

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.

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

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

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify ODOT.

9. SUBCONTRACTING

a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the LPA's personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

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

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and;

(4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the LPA, ODOT and the Federal Highway Administration.

c. The contractors will submit to the LPA and ODOT a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group

employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

10. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

11. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the date fixed for the opening of bids.

12. PN 020 – 10/17/2008 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at **http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx.** These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf

Effective 1/1/08 the New Hire Definition will be as follows:

Individual who has a break in service (not on an employer's payroll) for a period of 60 days or longer and the person affected is not a salaried employee, but belongs to a union craft. If this person is rehired the following Spring (construction industry), that person is to be considered a new hire even though the individual may have worked for the contractor the previous construction season or prior years. Individuals compensated for training or incidental work which does **not cause a break in unemployment compensation**, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 60 days or longer.

Effective 4/1/09:

A new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 60 days or more, would **not** qualify the employee as a new hire for that contractor.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order 11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area. **http://www.dol.gov/ofccp/TAguides/consttag.pdf** page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities includes the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

13. PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities, and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used, to discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report

    A. To be completed on each trainee
    B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
    C. To be submitted to the ODOT District in which the Contractor's home office is located.

2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the ODOT District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the ODOT District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the ODOT EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

14. PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

Washington, D. C. 20210

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

15. PN 061 – 07/09/2009 - WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. LPA must formally incorporate into contract documents.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

http://www.wdol.gov/dba.aspx#3

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.

Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

Employee name, address, classification, and
hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The project number and pay week dates.
4. Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

The applicable wage and fringe rates for this project are to be incorporated in their entirety as an attachment to the executed contract.

16. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

17. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

18. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime contractor shall make a good faith effort to ensure that all its employees, while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

19. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker’s Compensation (“OBWC”) Drug-Free Safety Program (“DFSP”) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program (“DFWP”) approved by the OBWC, the LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the LPA.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

The LPA will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers’ Compensation’s DFSP Discount Program or a similar program approved by the Bureau of Workers’ Compensation within 8 days of the bid opening. Furthermore, the LPA will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

20. OHIO WORKERS’COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers’ compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of

coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA..

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

21. PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

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

22. PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

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

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

23. PN 024 - 10/15/2004 - US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit, and/or the NPDES Stormwater Permit and as a result an assessment or fine is made or levied against the Ohio Department of Transportation and/or the LPA, the Contractor shall reimburse ODOT or the LPA within thirty (30) calendar days of the notice of assessment or fine or the LPA or ODOT may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the Contractor's refusal or failure to comply with the permits.

The Contractor shall make all necessary or required adjustments to the Storm Water Pollution Plan or plan quantities to adhere to the above permits and shall be paid in accordance with the contract. The Engineer will make the weekly and rainfall inspections of the work as required by the NPDES.

24. PN 007 - 10/15/2004 - TRUCK LEASING (Required if DBE goal on the project)

The Code of Federal Regulations Title 49, Section 26.55(d) (4) (5) (6) governs trucking operations. This section states that the Disadvantaged Business Enterprise (DBE) may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE will receive credit for only the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. The law requires that a lease must indicate that the DBE has exclusive use of and control over the truck for credit to be accorded to the DBE. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

In lieu of a truck owner displaying the name and identification number of the DBE, the truck owner shall be required to furnish a photocopy of the lease agreement, thereby fulfilling the rule without causing undue hardship on any entity.

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. When the materials or supplies are obtained from a DBE manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. When the materials or supplies are purchased from a DBE regular dealer or supplier the prime contractor may receive credit for 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

For subcontract agreement (C-92) purposes the following definitions will be used:

Install - DBE contractor who obtains goods, materials and supplies and fixes in place, for use, the same goods, materials and supplies. (e.g., DBE contractor obtains and fixes in place re-bar on project site). Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

Stockpiling - DBE Contractor/Trucker who delivers materials, goods, or supplies to project site. 60% credit toward prime's DBE goal.

Tailgating - DBE Contractor/Trucker who delivers and installs materials, goods, or supplies to project site. Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

25. PN 013 – 04/18/2014 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

It is the policy of the Ohio Department of Transportation that Disadvantaged Business Enterprises (DBEs) shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor must use its best efforts to solicit bids from and to utilize DBE subcontractors with meaningful minority groups and female representation among their employees. Consequently, the requirements of Title 49 CFR Part 26 and Ohio Revised Code §5525.011 apply to this contract. The Contractor must ensure that the DBE subcontractor(s) is performing a "commercially useful function" as defined in CFR 26.55.

The percentage indicated on the front cover of this bid is the percent of the contract amount which must be subcontract to certified ODOT DBE firms. The percentage goal may be met if the awarded Contractor is DBE certified.

In order to be assured that the Contractor complies with this contract requirement the Contractor shall provide certified payrolls from its DBE subcontractors where appropriate. When the Contractor utilizes a service, for example trucking, to satisfy a part or its entire contractual goal, the Contractor, when requested, must provide a copy of each canceled check issued to the DBE service provider until the goal amount is reached. The Department shall total the amounts of the canceled checks and compare that total to the subcontract agreement by the parties and the C-92 issued to the Contractor for the work to be performed by the DBE subcontractor.

WAIVER PROCESS FOR DBE GOAL

The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the DBE Services Section. The written request must indicate a good faith effort was made to meet the goal and be sent to the DBE Services Section, Division of Construction Management, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for a DBE goal waiver is received:

1. Dollar value and % of DBE goal. Dollar value and % of waiver request.

2. Signed copy of each subcontract or purchase order agreement between the prime and DBE subcontractor utilized in meeting the contract goal.

3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the DBE's.

4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided DBE's with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

5. Copy of dated written communication and/ or fax confirmation of each noncompetitive DBE quote that includes the dollar value of each reference item and work type.

6. Copy of dated written communication and/ or dated fax confirmation of DBE's that were not interested in providing a quote for the project.

7. Documentation of all negotiating efforts and reason for rejecting bids.

8. All solicitations made by the Contractor for subcontracting opportunities and DBE quotes through the Small Business Network.

9. Documentation of good faith efforts (GFE) to meet the DBE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the DBE goal.

The Department will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Attention: Deputy Director, Division of Construction Management
1980 West Broad Street, Mail Stop 4110
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the contractor did not document sufficient good faith effort.

As part of this reconsideration, the contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the contractor a written decision on reconsideration explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the US Department of Transportation. However, it is appealable to the Court of Claims.

SANCTIONS

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

1) letter of reprimand;
2) liquidated damages computed up to the amount of goal dollars not met;
3) cross-withhold from future projects;
4) contract termination and/or
5) other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions include, but are not limited to:

1) the magnitude and the type of offense;
2) the degree of the Contractor's culpability;
3) any steps taken to rectify the situation;
4) the Contractor's record of performance on other projects including, but not limited to:
    a. annual DBE participation over DBE goals;
    b. annual DBE participation on projects without goals;
    c. number of complaints the Ohio Department of Transportation has received from DBEs regarding the Contractor; and
    d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
5) whether the Contractor falsified, misrepresented, or withheld information.

GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT

The ODOT requires a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The ODOT requires the

prime contractor to notify the Local Public Agency (LPA) immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor must obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts to the LPA. The LPA in turn would forward amended subcontracts / documentation of good faith efforts to the ODOT District EEOCC for final approval.

If the contractor fails or refuses to comply in the time specified, the LPA will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default letter.

TERMINATING A DBE SUBCONTRACTOR

The prime contractor/consultant may not remove any DBE subcontractor (or an approved substitute DBE firm) that was submitted toward the DBE goal without prior written consent from the LPA. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Before making a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing of its intent to request to terminate and/or substitute and the reason for the request to the LPA with copies to the ODOT District EEOCC and the DBE subcontractor. This request must be submitted via the Request to Terminate/Substitute DBE Form. The prime contractor must give the DBE firm five (5) days to respond to the prime contractor's notice. During this time, the DBE firm must advise the DBE Program Manager and the prime contractor the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g. safety), the LPA may allow for a response period less than five days. After the five days have passed, the LPA will provide written consent only if it is agreed that the prime contractor has good cause to terminate the DBE firm.

The LPA will consider the following circumstances as good cause to terminate a DBE firm:

- The listed DBE subcontractor fails or refuses to execute a written contract;
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The LPA with ODOT concurrence, determines that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

- The DBE firm is determined to be in material breach of the contract;
- Other documented good cause that compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In the event that a substitute DBE subcontractor cannot be found, the prime will be asked to submit evidence that a Good Faith Effort was made to substitute a DBE subcontractor for the item(s) of work.

In the event that a substitute DBE subcontractor is found, the prime contractor will be asked to furnish the LPA with a copy of the new subcontract agreement for approval by the ODOT District EEOCC.

26. PN - 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT
(Required if DBE goal on the project)

The Code of Federal Regulations 49, 26.37(b), requires the LPA to monitor and verify that work committed to Disadvantaged Business Enterprise (DBE) firms at contract award is actually performed by the DBE's. Additionally, the LPA is required to report the DBE participation on each project, including all work, materials or service sublets. Therefore, it is the LPA's responsibility to discern whether payments are made to DBE firms. An affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the prime contractor and subcontractor, or by the subcontractor and DBE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223.

27. WAIVER OF CM&S 614.03

ODOT's 2013 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

28. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an obligee.

29. NON-DISCRIMINATION PROVISIONS

1) **Compliance with Regulations:** The CONTRACTOR will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the CONTRACTOR will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or STATE / FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor procurement as the LPA or STATE / FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor, or supplier as a result of such direction, the CONTRACTOR may request the LPA / STATE to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

29. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – May 1, 2012)

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for

all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department

of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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

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

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

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

Proposal

BID PROPOSAL
FOR
INSTALLATION OF PAVEMENT MARKINGS ON VARIOUS COUNTY ROADS
ODOT PID #98706

The undersigned having full knowledge of the site, plans specifications, and supplemental specifications for the above named improvement and the conditions of this proposal hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications, supplemental specifications, and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

The "Total Amount of the Bid", based on the "Approximate Unit Quantities" given below times the unit prices specified by the bidder amounts to the sum of:

_____

_____Dollars ($_____)

Unit Price Contract

Ref. #	Item #	Quantity	Unit	Item	Unit Price	**Total Cost**
1	643	166.8	Miles	Polyester Center Line Striping 4"		
2	643	27.3	Miles	Polyester Edgeline Striping 4"		
3	643	17	Each	Railroad Symbol Marking		
4	643	166.8	Miles	Premarking		
5	643	2	EA	School Symbol Marking, Approach Lane is less than 11'		
6	643	1	L.S.	Two Way Radio Equipment		
7	643	1	EA	Word on pavement and arrow, "US 24" with straight arrow marking		
				Total Bid Amount		

Signature: _____ Title: _____

Email: _____ Date: _____

Company: _____ Phone: No.: _____

Address: _____

BID GUARANTY AND CONTRACT BOND

_____

(Section 153.57l, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned_____
_____
_

(Name and Address)

as Principal and

_____
_____
_

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto Henry County Commissioners and the Ohio Department of Transportation as Obligees in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligees on _____ to undertake the project known as:_____
_____
__

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligees, Incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of _____ dollars ($_____).
(if the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligees accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligees may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligees does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing and mailing notices to prospective bidders, whichever is less, then his obligation shall be null and void, otherwise to remain in full force and effect. If the Obligees accepts the bid of the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialism or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligation of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____day of _____, 20_____.

PRINCIPAL:

_____

By:_____

Title:_____

Surety:_____

_____

By:_____
(Attorney-in-Fact)

SURETY COMPANY ADDRESS:

_____
Street

_____
City State Zip

_____
Telephone

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street

_____
City State Zip

_____
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

List of Subcontractors

1. **Name:** _____

   Address: _____

   Phone: _____

   Work to Be Done: _____

2. **Name:** _____

   Address: _____

   Phone: _____

   Work to Be Done: _____

3. **Name:** _____

   Address: _____

   Phone: _____

   Work to Be Done: _____

4. **Name:** _____

   Address: _____

   Phone: _____

   Work to Be Done: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____, ss:

I, _____,_____, being duly sworn, do
(Name of Party Signing Affidavit) (Title)

depose and say:

That, _____ its agent, officers or employees
(Insert name of Individual, Co-Partnership or (Corporation)

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 _____, 2015.

_____
Notary Public In and For

_____County, Ohio

(SEAL) My Commission Expires:

_____

VERIFICATION OF "NO FINDING FOR RECOVERY"

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".

05/14/2014 Revision

STATEMENT OF COMPLIANCE – PREVAILING WAGE

Date: _____ Project No. _____

County _____

I,_____ , do hereby state;
(Name of signatory party) *(Title)*

(1) That I pay or supervise the payment of the persons employed by _____, on the _____ that during the payroll period commencing on the _____day of _____ 20_____ and ending the _____ day of _____ 20_____ all persons employed on said project have been paid in full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A);

(A) FEDERAL

☐ issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948.63 Stat.108.72 Stat. 967;76 State 357; 40 USC 276c)

(B) STATE

☐ or as defined in the Ohio Revised Code, Chapter 4115, and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct ad complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training Untied States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(A) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(C) EXCEPTIONS

Exceptions (Craft)	Explanation
Remarks	
Name and Title	Signature
The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.	

FOR STATE & FEDERAL FUNDED PROJECTS - FORM WH-248(9/00)

NON-DISCRIMINATION AFFIDAVIT
(This affidavit must be executed for the bid to be considered)

STATE OF _____ ss _____

COUNTY OF _____

_____being first duly sworn, deposes and says that he/she is
Name

_____ of _____ the party
Title *Company*

That made the foregoing proposal or bid; that such party does not and shall not discriminate against any employee or applicant for employment because of race, creed, sex, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, or color as is described and prohibited by section 153.59 and/or 125.111 of the Ohio Revised Code. Furthermore, if awarded the contract under this proposal or bid, said party shall indemnify and hold harmless the Henry County Board of County Commissioners for any violations of section 153.59 or 125.111 of the Ohio Revised Code made by any contractor, subcontractor or any person who works on behalf of the party relating to the ensuing contract.

_____
Signature

_____
Affiant

_____
Company

_____
Address

_____
City, State Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires: _____

CONTRACTORS AFFIDAVIT

(This affidavit must be executed with each pay request)

State of _____,

County of _____:

The undersigned _____ hereby represents that on _____ they were awarded a contract by the HENRY COUNTY COMMISSIONERS, hereinafter called the Owner to _____, in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents the subject contract work accomplished to this payment has now been completed.

The undersigned hereby warrants and certifies that all indebtedness to this date, arising by reason of the said contract, has been fully paid or satisfactorily secured; and that all claims from subcontractors an others for labor and material used in accomplishing the said project as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, they shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts,

on this _____ day of _____, 20_____.

_____

Contractor

By _____ Title_____

Sworn and subscribed to me this _____ day of _____, 20_____.

_____

Notary Public

My commission expires: _____

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

Henry County's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from Henry County in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and difference of opinion between Henry County's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued- by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by Henry County. Disputes and claims by subcontractors and suppliers against Henry County but not supported by the Contractor will not be reviewed by Henry County.

Disputes and claims subject to review by Henry County include:

1. Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders, authorized by the Board of Henry County Commissioners, and orders by Henry County personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio law.

2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.02.B., 2010 CMS

3. Cost and time incurred by:
   a. Suspension of work pursuant to ODOT Spec. 104.02.C.
   b. Significant changes in character of work pursuant to ODOT Spec. 104.02.D.
   c. Utility interference with the work pursuant to ODOT Spec. 105.07 and Utility notes.
   d. Extra work ordered pursuant to ODOT Spec. 104.02.F and the policy on Change Orders.
   e. Acts or inaction of Henry County or other government agencies.

4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT Spec. 108.06.

5. Other subjects mutually agreed upon by Henry County and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust Henry County's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Henry County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate Court located in Henry County, Ohio.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim Process. Henry County personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Henry County personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work:
The Contractor shall continue with all work, including that which is in dispute. Henry County will continue to pay for work.

Step 1 (On Site Determination):
The Construction Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (Dispute Resolution Committee):
Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to Henry County Engineer's Deputy Engineer. The Deputy Engineer will assign the dispute a dispute number. The dispute number will consist of the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Deputy Engineer.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.

5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the citied provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documentation.

Henry County shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC must include the Henry County Engineer and the Henry County Chief Deputy Engineer.

To prepare the DRC meeting, the Chief Deputy Engineer will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise the Construction Department on the status of the dispute.

The DRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3

If not resolved, go through the proper legal proceedings through the appropriate court located in Henry County, Ohio.

Contract

(Everything in the Contract section does not need filled out until contract is entered into)

EVIDENCE OF AUTHORITY TO SIGN CORPORATE INSTRUMENT

I, _____, Secretary of The _____ Company, a corporation organized and existing under the laws of the State of _____, with its principal place of business and post office address at _____, City of _____, State of _____, do hereby certify that at a duly called meeting of the Board of Directors of said Company, at which a quorum of said Directors was present, held at _____ on the ____ day of _____, 20_____ a resolution was adopted, of which the following is a copy:

BE IT RESOLVED, That _____ as _____ of The_____ Company, be and he hereby is authorized and empowered to execute, on the part of said Company, a certain contract between Henry County, Ohio and this Company, providing for the furnishing of all labor, materials and equipment necessary to complete the preparation and application of Reflectorized Pavement Markings on designated County roadways. A letting for which project was held by the Board of County Commissioners of Henry County, Ohio, on the 17th day of March, 2015, the contract covering said project has been awarded to this company by the Board of County Commissioners of Henry County, Ohio for the contract price of - $_____.

BE IT FURTHER RESOLVED, That _____ as _____ of this Company, be and he hereby is authorized and empowered to execute on the part of this Company, all bonds and other instruments of writing required by the Board of Commissioners of Henry County, Ohio.

I further certify that on the ___ day of _____, 2015 the above
(Date of Execution of Contract)
resolution was still in force and that on _____ day of _____, 2015,
(Date of Execution of Contract)
_____ was the _____ of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this _____ day of _____, 2015.

_____
Secretary

(Seal)

IMPORTANT NOTICE

If an individual doing business under a firm name, so state, giving both names.

If a partnership, so state, giving names and post office address of all partners, on lines opposite.

If a corporation, give full corporation name and state under the laws of what state you are incorporated; officer signing should add his title after his signature and furnish certificate of power to sign.

CONTRACTOR

_____

By:_____

_____

_____

_____

_____
(Date Signed by Contractor)

The foregoing Contract and Bonds are hereby approved as to form and legality

this _____ day of _____, 2015.

_____
John Hanna, Prosecuting Attorney
Henry County, Ohio

This order not valid unless County Auditor's Certificate is signed.
COUNTY AUDITOR'S CERTIFICATE
It is hereby certified that the amount ($_____) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in process of collection free from any obligation or certification now outstanding to the credit of the_____ , Fund

_____
Kevin Garringer, Henry County Auditor

Dated _____ 2015 Per_____

05/14/2014 Revision

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2015, between the Board of County Commissioners, Henry County, Ohio, hereinafter called the party of the first part, and _____ of _____, _____ and their successors, executors, administrators and assigns, hereinafter called the party of the second part.

WITNESSED: That for and in consideration of payments hereinafter mentioned, to be made by the party of the first part, party of the second part agrees to furnish all materials and all appliances, tools and labor, and perform all the work required for the completion of the **HEN-CR Var PM FY 2015 - 2014 Henry County Reflectorized Pavement Markings Program (ODOT PID # 98706)** located in Henry County, State of Ohio, according to the plans, specifications and estimates, and to the satisfaction and acceptance of the party of the first part, subject at all times to the inspection and approval of the Henry County Engineer and the Ohio Department of Transportation.

The Project shall be completed on or before June 26, 2015. For each calendar day that any work shall remain uncompleted after the stated completion date, the sum of $1,000.00 per each calendar day will be deducted from any monies due the Contractor, not as a penalty but as liquidated damages; provided however, that due account shall be taken of any adjustment of the completion date granted by the Board of County Commissioners of Henry County.

The party of the second part further covenants and agrees that the following papers shall be bound with or accompany, and be an essential part of the contract: Notice to Contractor, Plans and Specifications, Agreement, Contract Performance/Payment Bond and Approximate Estimate and Proposal.

In consideration of the premises, the party of the first part agrees to pay the party of the second part the appropriate sum of _____ DOLLARS ($_____). The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the party of the second part, calculated upon the unit price set out in his proposal hereto attached and made part hereof.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed by the Henry County Board of Commissioners, and the party of the second part has affixed their name.

HENRY COUNTY COMMISSIONERS

_____

Attest: Thomas H. VonDeylen, President

_____ _____

Lisa Sugg, Clerk Robert E. Hastedt, Commissioner
Board of County Commissioners

_____

Glenn A. Miller, Commissioner

AFFIDAVIT FOR
HENRY COUNTY, OHIO
2015 REFLECTORIZED PAVEMENT MARKINGS

State of: _____
_____ County, ss:

Before me, a Notary Public, in and for said county, personally appeared _____, Contractor(s) who being duly sworn deposes and say that they are in compliance with Section 5719.042 of the Ohio Revised Code which is as follows:

> "After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted."
>
> If any statements are required from the above, please attach same to this affidavit.

_____
Contractor

By:_____

Sworn to before me and signed in my presence this _____ day of _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:_____

05/14/2014 Revision

Attachment 2

HEN CRVAR PM FY 2015
COUNTY-ROUTE-SECTION

98706
PID NUMBER

26642
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT,
payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We The Henry County Engineer request that all payments for the Federal/State share of the construction costs of this agreement performed by

_____be paid directly to
(Contractors Name)

_____.
(Contractors Name)

Contractor Name: _____
Oaks Vendor ID: _____
Mailing Address: _____

_____
Timothy J. Schumm, P.E., P.S., Henry County Engineer

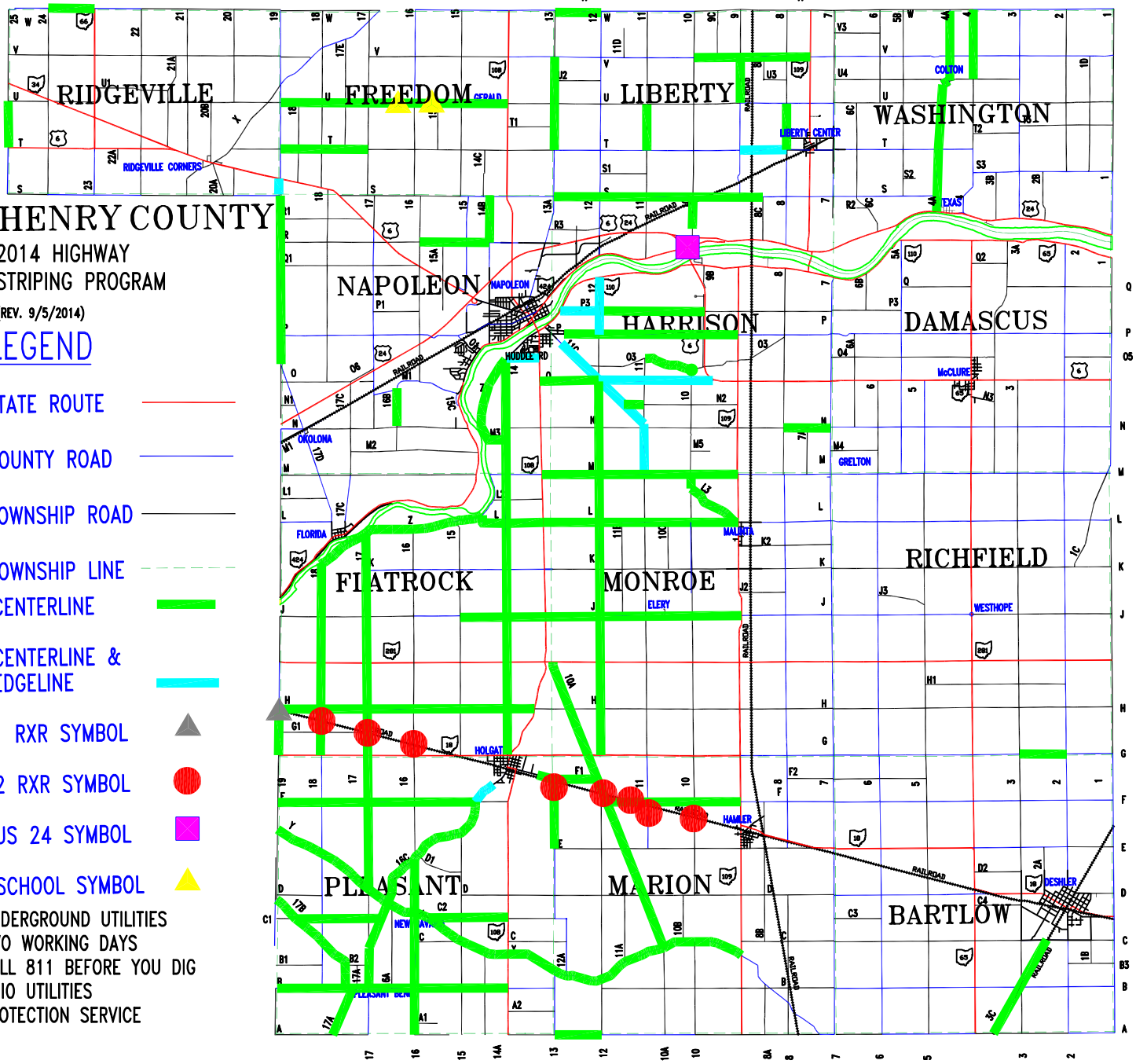
LPA Name: Board of Henry County Engineer's through the Office of the Henry County Engineer
Oaks Vendor ID: 0000104303
Mailing Address: 660 North Perry Street, Napoleon, Ohio 43545

_____
Approved, ODOT signature

Map and Roadway Listing

HENRY COUNTY PAVEMENT MARKINGS

HEN CRVar PM FY2015 PID #98706 AGREEMENT # 26642



HENRY COUNTY

2014 HIGHWAY
STRIPING PROGRAM

(REV. 9/5/2014)

LEGEND

STATE ROUTE

COUNTY ROAD

TOWNSHIP ROAD

TOWNSHIP LINE

CENTERLINE

CENTERLINE & EDGELINE

1 RXR SYMBOL

2 RXR SYMBOL

US 24 SYMBOL

SCHOOL SYMBOL

UNDERGROUND UTILITIES
TWO WORKING DAYS
CALL 811 BEFORE YOU DIG
OHIO UTILITIES
PROTECTION SERVICE

NO RAILROAD INVOLVEMENT

2013 SPECIFICATIONS

The standard specifications of the State of Ohio, Department of Transportation, including changes and supplemental specifications listed in the proposal shall govern this improvement

SUPPLIMENTAL SPECIFICATIONS
ODOT 1089 (7/16/2010) & ODOT 1047 (7/18/2014)

I hereby approve these plans. The provisions for the maintenance and safety of traffic will be set forth on the plans and estimates

Patrick M. McColley P.E. Date
Henry County Chief Deputy Engineer

Henry County Pavement Markings Supplement to Plan/Map

Henry CRVar PM FY2015
PID # 98706
General Notes

1. The public will be notified 15 days prior to delay situation, and
2. Scenic Rivers will be notified 2 weeks before doing work within 1000 feet of the Maumee River.
3. All work will be performed within the existing right-of-way.
4. Access to all properties shall be maintained at all periods of construction.
5. Fire, police, emergency services, post office, bus transportation departments, local schools, and media outlets (radio, newspaper, TV, etc.) shall be notified by the Henry County Engineer 15 days prior to beginning any major disruptive, time delaying traffic control changes, or detours during construction.
6. Appropriate local detour routes and accommodations shall be made for any local special events or festivals using appropriate signage.
7. The contractor shall take all precautions to prevent any and all material from going off the edge of a bridge deck or edge of a culvert during all construction operations. The contractor shall immediately remove any material that falls into the roadside ditches, streams, wetlands, or other waters through non-mechanical means. Under no circumstances shall the contractor work in or store equipment and/or materials in any wetlands, streams, or other waters. No work or staging is permitted below the top of bank of any stream and/or within a wetland.

Road	Between	and	Lengths	Edgelines	Pass	Double	
3C	A	C	2.333		0.238	0.088	
4	W	U4	1.500		0.124		No Striping Graph
4A	US 24	W	4.502	1.000	1.048	2.660	
8	T	U	1.000		0.124		No Striping Graph
9	U	V	1.000		0.124		No Striping Graph
10	See L3 from L to M						
10	Overpass	S	0.670		0.124	0.062	No Striping Graph
10A	Y	E	2.288	2.288	0.243		
10A	E	S.R. 18	2.167		0.305	0.359	
10A	S.R. 18	S.R. 281	2.156		0.354	0.088	
11	M	11C	1.063	1.063	0.225	0.213	
11	T	U	1.000		0.124		No Striping Graph
11C	11	Nap Corp Ln	2.651	2.651	0.704	0.112	
12	S.R. 18	O	8.112		1.506	0.197	
12	**P**	**P3**	**0.500**	**0.500**	**0.124**		
12	**P3**	**S.R. 110**	**0.716**	**0.716**	**0.124**		
13	E	F1	1.498		0.062	0.215	
13	T	U	1.000		0.124		No Striping Graph
13	U	V	1.000		0.124		No Striping Graph
14	S.R. 18	L	5.006		0.615		
14	L	M	1.051		0.243		
14	M	Z	2.475		0.647		
14B	R	S	0.980		0.124		No Striping Graph
16	A	16C	3.783		0.609	0.067	
16B	N	M1	0.807		0.285	0.308	
16C	17	F	4.245		0.295	3.178	
16C	F	Hol Corp Ln	0.531	0.531	0.402	0.129	
17	B	16C	0.860		0.357		
17	Y	Z	7.689		1.241	0.126	
17A	A	B	1.075		0.119		
17B	B	19	2.579		1.284	0.324	
18	S.R. 18	Z	4.124		0.636	1.085	
19	S.R. 18	H	0.988		0.314	0.029	
19	17D	US 6	3.999	0.372	0.734		Some Striping Graphs
25	US 6	U	1.004		0.125		
A	13	12	1.008		0.119		
B	19	S.R. 108	5.023		0.992	0.246	
C1	17B	16C	1.840		0.362		
C2	Y	S.R. 108	1.681		0.238		
F	10A	S.R. 109	2.897		0.432	0.323	
F	19	16C	4.246		0.779		
F1	Hol Corp Ln	10A	1.236		0.370		
G	3	2	1.009		0.124		
H	18	S.R. 108	4.588		0.596		
H	19	18	0.903		0.119		
J	11	S.R. 109	2.063		0.386	0.060	
J	15	11	3.978		0.600		
L	Z	S.R. 109	5.672		1.737	0.389	
L3	10	L	1.527		0.315	1.086	
M	S.R. 108	S.R. 109	4.227		0.801	0.221	
M3	Z	14	0.345		0.345		
N	8	7	1.000		0.124		No Striping Graph
O	11C	U.S. 6	2.352	2.352	0.576	0.204	

Road	Between	and	Lengths	Edgelines	Pass	Double	
O	S.R. 108	11C	1.294		0.425	0.125	
O3	11	10	1.050			1.050	No Striping Graph
P	Nap Corp Ln	S.R. 109	3.654		0.629	0.020	
P3	U.S. 6	12	2.257		0.124		No Striping Graph
P3	12	Corp Limit	0.488	0.488	0.248		No Striping Graph
R	16	14B	1.500		0.248		No Striping Graph
S	13	8C	4.506		0.825	0.930	
T	8	9	1.000	1.000	0.233	0.315	
T	19	17	2.000		0.496		No Striping Graph
U	19	SR 108	4.914		0.987		
V	10	SR 109	2.513		0.847	0.257	
W	13	12	0.995		0.124		
W	24	SR 66	1.006		0.119		
Y	19	S.R. 109	11.235		4.455	4.352	
Z	M3	Nap Corp Ln	1.967		0.741	1.031	
Z	18	L	3.757		0.264	3.207	
Huddle Rd	S.R. 108	Z	0.670	0.670	0.160		No Graph - Huddle Rd. is on the South end of Napoleon
		TOTAL	**166.753**	**13.631**	**33.771**	**23.056**	
		Edgelines x 2		**27.262**			

Special Provisions

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

SUPPLEMENT 1089
TRAFFIC MARKING MATERIAL SAMPLING REQUIREMENTS
July 16, 2010

1089.01 General
1089.02 Requirements For Supplying Ohio Dot Traffic Marking Materials
1089.03 Required Materials Documentation And Acceptance
1089.04 Field Sampling Procedures

1089.01 General

This supplement defines acceptance and shipping requirements for a company producing pavement marking materials accepted under ODOT Supplement 1047. The following materials are included:

740.02, Traffic paint
Type 1, Fast dry, water based, 100 percent acrylic, Type 1A, Fast dry, water based, 100 percent acrylic, for use in cold weather applications740.03, Polyester pavement marking,
740.04, Thermoplastic pavement marking,
740.07, Epoxy pavement marking material,

740.09 Glass beads
- Type A, AASHTO M 247, Type 1,
- Type B, AASHTO M 247, Type 1, 50/50, MR/Floatation for polyester,
- Type C, Thermoplastic, Spray Thermoplastic
- Type D, Epoxy pavement marking material

Special specification gradations for materials approved under Supplement 1047

Do not provide 740.02, 740.03, 740.04, 740.07, 740.09, SS 917 or special materials, which have not met the approval process defined in Supplement 1047.

1089.02 Requirements For Supplying Ohio Dot Traffic Marking Materials

Provide 740.02, 740.03, 740.04, 740.07, 740.09, SS 917 or special specification materials by conforming to the Department's web based approval document system: Virtual Warehouse (TE-24) system.

Perform the following:

1. Either provide plant access for a Department representative for any visual inspection and sampling or provide samples of materials from the plant conforming to the Laboratory's requirements.

2. For 740.02, 740.03, 740.04, 740.07 and SS 917 materials, provide certified test data and/or one (1) quart samples for each production batch to ODOT for approval. For 740.09 materials provide samples conforming to Supplement 1008.

3. Do not ship materials to Department projects or provide materials for Department purchase orders until materials are approved by the Laboratory.

4. Maintain material lot identification during storage and shipment.

5. Maintain accurate inventory records using the Department's TE-24 system for material quantities of tested, approved, shipped to the Department, shipped to Purchase order or shipped non state. Report all shipments of approved materials using the TE-24 system.

6. Document each shipment of approved material to the Department by generating a TE-24 with the following correct entries:
    1. Project number and year,
    2. Project reference number,
    3. Correct quantity,
    4. Destination producer/supplier code number,
    5. Batch number,
    6. For purchase orders, the requisition and purchase order numbers.

Assure the TE-24 is attached to all shipments. For thermoplastic materials, include a list of all skid numbers of thermoplastic shipped as part of the TE-24 documentation.

1089.03 Required Materials Documentation And Acceptance

Supply only approved materials to the Department. Only provide materials to the Department with a properly completed TE-24.

Materials delivered without a proper TE-24 will mean the materials are unidentifiable and will be sampled conforming to 1089.02 and 1089.04. Approval will be based on Laboratory testing of field samples submitted for each batch of traffic marking materials.

1089.04 Field Sampling Procedures

Sampling Procedure for Glass Bead

1. Have the contractor load the beads into the hopper.
2. Put on leather work gloves and eye protection.
3. Have the contractor start the application gun and let beads pour out for twenty seconds.
4. Have the contractor turn off the air pressure to the gun to allow sampling.
5. Place a clean one quart (4.75"x 4.25") wide mouth metal can under the gun and fill the can completely.
6. Remove the can. Tap the lid securely on with a hammer. Seal the lid with duct or packing tape.
7. Secure a TE-31 tag on the quart container with the following information;
   Bead producer,
   Specification number and/or type,
   Lot or batch number,
   Project number and year,
   ODOT Sample number,
   Date sampled.
8. Immediately ship the sample to Central Laboratory, Chemical Section.

Sampling Procedure for 740.02 Traffic Paint

1. Check the Approved List to see the traffic paint to be sampled is listed on the Approved List
2. Have the contractor load the application equipment and agitate for ten minutes or more
3. Put on leather work gloves and eye protection.
4. Have the contractor start the paint gun and let spray 5 gallons or more paint.
5. Have the contractor shut off pressure.
6. Place a clean one quart (4.75"x4.25") wide mouth metal can under the gun and fill the can completely.
7. Always fill the can completely as air in the can could affect the sample.
8. Remove the can. Tap the lid securely on with a hammer. Seal the lid with duct or packing tape.
9. Take a second sample following the above procedures 6 and 7.
10. Secure a TE-31 tag on the quart container with the following information:
    Paint producer,
    Paint specification [i.e. 740.02],
    Paint brand name and manufacturer's ID [see the QPL/Approved list],
    Paint batch number,
    Date of manufacture,
    Shelf life,
    Project number and year,
    ODOT Sample number,
    Date sampled.

11. Immediately ship one sample to Central Laboratory, Chemical Section.
12. Give the other sample to the Contractor.

Sampling Procedure for Polyester Pavement Marking

1. Have the contractor load the application equipment.
2. Put on leather work gloves and eye protection.
3. Have the contractor start the paint gun and let run for ten seconds. Do not start the catalyst gun.
4. Have the contractor shut off pressure.
5. Place a clean one quart (4.75"x4.25") wide mouth metal can under the polyester paint gun and fill the can completely.
   Always fill the can completely as air in the can could affect the sample.
   DO NOT SAMPLE THE CATALYST.
6. Remove the can. Tap the lid securely on with a hammer. Seal the lid with duct or packing tape.
7. Secure a TE-31 tag on the quart container with the following information;
   Paint producer,
   Paint specification [i.e. 740.02],
   Paint batch number,
   Date of manufacture,
   Project number and year,
   Date sampled.
8. Immediately ship the sample to Central Laboratory, Chemical Section.

Sampling Procedure for Thermoplastic Pavement Marking

1. Have the contractor load the application equipment heat and agitate material @400F +/- 25F for 10 minutes.
2. Put on leather protective work gloves and eye protection.
   Remember the material is heated to 400 degrees F when extruded so be careful when sampling
3. Place a disposable aluminum pan [about 14" x 10" x 2 1/2"] under the extruder and fill the pan with no more than 2 inches of molten material 1-2" deep.
4. Remove the pan.
   CAUTION! MATERIAL WILL BE HOT!
   Allow the pan and material to cool.
5. Secure a TE-31 tag on the pan with the following information;
   Thermoplastic producer,
   Thermoplastic specification,
   Thermoplastic brand name and manufacturer's ID,
   Thermoplastic batch number,
   Date of manufacture,

Project number Date sampled.

6. Immediately ship the sample to Central Laboratory, Chemical Section.

Sampling Procedure for Epoxy Pavement Marking

1. Have the contractor load the application equipment.
2. Put on leather protective gloves and eye protection.
3. Have the contractor shut off all pressure spray system.
4. Using a clean one quart (4.75"x4.25") wide mouth metal can, take a sample for the resin component from the resin component line prior to mixing.
   Fill the can completely.
5. Remove the can. Tap the lid securely on with a hammer. Seal the lid with duct or packing tape.
6. Using a clean one quart (4.75"x4.25") wide mouth metal can, take a sample for the hardener component from the hardener component line prior to mixing.
   Fill the can completely.
7. Remove the can. Tap the lid securely on with a hammer. Seal the lid with duct or packing tape.
8. Secure a TE-31 tag on the quart containers with the following information;
   Epoxy Paint producer,
   Epoxy Paint specification,
   Epoxy resin batch number or Epoxy hardener batch number [depending on which can you are labeling],
   Epoxy brand name and manufacturer's ID,
   Date of manufacture,
   Project number and year,
   Date sampled.
9. Immediately ship the samples of the resin component and of the hardener component to Central Laboratory, Chemical Section.

Sampling Procedure for Spray Thermoplastic Pavement Marking

1. Have the contractor load the application equipment heat and agitate material @425F +/- 25F for 10 minutes.
2. Put on leather protective work gloves and eye protection.
   Remember the material is heated to 425 degrees F when extruded so be careful when sampling
3. Place a disposable aluminum pan [about 14" x 10" x 2 1/2"] under the gun and fill the pan with no more than 2 inches of molten material 1-2" deep.
4. Remove the pan.
   CAUTION! MATERIAL WILL BE HOT!
   Allow the pan and material to cool.
5. Secure a TE-31 tag on the pan with the following information;
   Spray thermoplastic producer,
   Spray thermoplastic specification,
   Spray thermoplastic brand name and manufacturer's ID,

Spray thermoplastic batch number,
Date of manufacture,
Project number Date sampled.

6. Immediately ship the sample to Central Laboratory, Chemical Section.

APPENDIX I

1. Tests and Acceptance Ranges for Split and Check Samples of liquid paints sampled from the field

TEST	ASTM DESIGNATION	ACCEPTANCE RANGE	MATERIAL
WEIGHT/GALLON	D1475	+/-0.750	ALL LIQUIDS
VISCOSITY, KREBS UNITS	D562	ODOT: 740 spec.	All
% TOTAL SOLIDS	D2369	+/- 6.000	ALL
% PIGMENT	LATEX: D3723	+/- 2.500	ALL
%PRIME PIGMENT, by weight of paint	TiO2: ASTM D1394;	+/- 10.0%,	ALL
Binder Determination	Lab method – "X marks the spot"	Positive result	Type 1A

2. Tests and acceptance Ranges for Split and Check Samples of Thermoplastic
    a. Ohio DOT 740.04
    b. AASHTO M 249
    c. ASTM D 4797

3. Tests for glass beads
    a. Supplement 1008 The allowable range difference when sampled from equipment is +/- 5% from sieve requirements
    b. Coatings tests:
        i. AASHTO M247
            - moisture-proof test
            - floatation test
            - Adhesion test
        ii. ODOT 740.09, Epoxy Size 1 and 2
        iii. Supplier of the beads.

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

SUPPLEMENT 1047
PAVEMENT MARKING MATERIALS
PRODUCT EVALUATION AND APPROVAL PROCESS

July 18, 2014

1047.01. Description
1047.02. Submittal Procedures
1047.03. NTPEP Field Service Testing
1047.04. Removal of Traffic Marking Products from the Approved List
1047.05. Reapproval
1047.06. Modifications to Prequalified Pavement Marking Materials
1047.07. Annual Recertification

1047.01 Description. This supplement describes the evaluation and acceptance procedures for traffic marking products listed on the Department's Approved List as products meeting the requirements of Item 740 or other traffic marking specifications the Department develops and publishes.

The Department will only accept pavement marking materials listed on the Approved List and provided by manufacturers conforming to Supplement 1089.

1047.02 Submittal Procedures

<u>Step 1 Initial Submittal to New Products</u>

All traffic marking product developments, revisions and advances will be submitted through the Department's new products process. The New Products Engineer (NPE) will be responsible for process management.

In addition to the information required under the new products process, traffic marking product will include, if available, a documentation submittal of the following data:

A. What generic marking type is the proposed product and
   i. what generic Department 740 specification does the product conform to
   or
   ii. what generic Department 740 specification would the product compete against
B. Actual NTPEP Field service testing/evaluation under traffic comparing the new product versus a Department approved product of the generic type described in A and including:
   i. Durability data
   ii. Reflectivity data
   iii. Color data
   iv. Bead data
   v. Application data
   vi. Traffic data
   vii. Weather data
   viii. Limitations
C. Actual Field service testing/evaluation, other than NTPEP, under traffic comparing

the new product versus a Department approved product of the generic type described in A and including:

i. Durability data
ii. Reflectivity data
iii. Color data
iv. Bead data
v. Application data
vi. Traffic data
vii. Weather data
viii. Limitations

D. Actual applied cost data on the proposed product. Submit at least two cost estimates, with assumptions made about project size, from ODOT approved striping contractors. Also submit cost per year data for claimed performance period.

E. If the submitter has no actual field performance data, provide laboratory evaluation data of the product versus a Department approved product of the generic type described in A that evaluates similar performance factors listed in B.

When the NPE receives the required data submittal, the NPE will notify the Pavement Striping Committee (PSC) that a complete submittal has been made and ready for review. The PSC will include:

New Products Engineer
Traffic Specification Committee Chair
Office of Roadway Engineering Representative
Office of Materials Management Representative
District Pavement Marking Representative
District Construction Representative.

Step 2 Pavement Striping Committee Evaluation

The PSC will meet at least quarterly to determine the status of any proposed new product. The committee general status options will include:

A. No Departmental Interest status
   i. The PSC determines the product provides the Department with no enhanced performance advantage, no cost advantage, or combination of both.

B. Preliminary Evaluation status
   i. The PSC determines the product's initial data requires additional testing, field performance or additional information. The PSC may target the items listed in Appendix B when making this determination. The manufacturer will be provided a scope of additional requirements and may include:
      1. Submittal and application on NTPEP test decks
      2. Materials and application on Department determined test sites within Ohio
      3. Additional materials testing, evaluation and data submittal
      4. Additional cost evaluation.

C. Conditional Acceptance status
   i. The PSC determines the product's initial data supports trial use as a conditional product on the Department's Approved List. The PSC may target the items listed in Appendix B when making this determination. Conditional approval may limit the products use:
      1. to a specific number of projects

2. regional location acceptance
3. based on environmental conditions
4. to a temporary versus permanent application
5. to a specific period of time and until a final evaluation of the performance in ODOT applications is determined.

D. Full Acceptance status

i. The PSC determines the product's initial data supports full acceptance.

1. The full acceptance approval is typically limited to minor formulation changes in a currently approved product.

Step 3 No Departmental Interest status

If the PSC designated the new striping product as "No Departmental Interest status" (Step 2 A), the NPE will inform the submitter in writing of the Department's decision and that no further evaluation or action will be taken on the submitted striping product.

Step 4 Preliminary Evaluation status

If the PSC evaluation of the striping product assigns "Preliminary Evaluation status" (Step 2 B) the committee will define additional evaluation requirements for the product. The NPE will notify the submitter of the committee's decision and additional evaluation requirements. The submitter will absorb any additional costs due the PSC's additional evaluation requirements.

Within thirty (30) days after the NPE notification, the submitter will notify the NPE in writing whether or not they intend to comply with the PSC requirements. If the submitter chooses to continue the traffic marking evaluation process, the PSC will establish schedules and sites. Subjective criteria listed in Appendix C, D, and E may be used as a part of the evaluation.

Step 5 Conditional Acceptance status

If the PSC evaluation of the striping product assigns "Conditional Acceptance status" (Step 2 C), the committee will define the conditional acceptance level and requirements and time period of the conditional status following the guidelines outlined in Appendix F. The NPE will notify the submitter of the committee's decision and requirements.

Conditional evaluations will be at no cost to the submitter. The PSC will perform the evaluation at any specified times and conditions. Subjective criteria listed in Appendix C, D, and E may be used as a part of the evaluation. The PSC will determine whether the conditional product can be moved to Full Acceptance status within sixty (60) days of the end of the required conditional evaluation time period.

Step 6 Full Acceptance Status

If the PSC evaluation of the striping product assigns "Full Acceptance status" (Step 2 D), the NPE will notify the submitter of the committee's decision and requirements. The striping product will be included on the Department's Approved List with no restrictions.

1047.03 NTPEP Field Service Testing. Submitters are encouraged to use NTPEP for field service testing. The PSC will normally give more weight to NTPEP performance than company test sites or laboratory performance.

A. Test Line Installation. The service test lines will be applied at a selected location under the auspices of NTPEP. The PSC considers the Pennsylvania NTPEP test deck the most representative of ODOT conditions. The Wisconsin test deck is considered next followed by all

other NTPEP test decks. Any required surface preparation, primer, adhesive or activator shall be performed and shall become part of the material system for subsequent approval or use.

B. PSC Field Service Pavement Marking Evaluation Criteria:

TRAFFIC PAINT TYPE 1 (Item 740.02) Water-based 100 percent acrylic type

For traffic paint type 1 pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability
   (a) 8.0 and above for white and yellow colors of paint on asphalt and concrete surfaces at left wheel and skip line areas.
ii) Dry Time
   (a) 2 minutes and less for white and yellow colors of paint on asphalt and concrete surfaces.
iii) Retroreflectivity
   (a) 325 $mcd/m^2/lux$ and above for white markings for both asphalt and concrete surfaces at skip line area only.
   (b) 200 $mcd/m^2/lux$ and above for yellow markings for both asphalt and concrete surfaces at skip line area only.
iv) Color – See Appendix A for requirements.

POLYESTER PAVEMENT MARKING (Item 740.03)

For polyester pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability
   (a) 9.0 for white and yellow colors of polyester pavement marking on asphalt and concrete surface at skip line area only.
ii) Retroreflectivity
   (a) 300 $mcd/m^2/lux$ and above for white polyester pavement marking on asphalt and concrete surfaces at skip line area only.
   (b) 200 $mcd/m^2/lux$ and above for yellow polyester pavement marking on asphalt and concrete surfaces at skip line area only.
iii) Color - See Appendix A for requirements.

THERMOPLASTIC PAVEMENT MARKING (Item 740.04)

For thermoplastic pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability
   (a) 10.0 for white and yellow colors of thermoplastic on asphalt and concrete surface at left wheel and skip line areas.
ii) Retroreflectivity
   (a) 400 $mcd/m^2/lux$ and above for white thermoplastic on asphalt and concrete surfaces at skip line area only.
   (b) 175 $mcd/m^2/lux$ and above for white thermoplastic on asphalt and concrete surfaces at left wheel area only.
   (c) 225 $mcd/m^2/lux$ and above for yellow thermoplastic on asphalt and concrete surfaces at skip line area only.

(d) 125 $mcd/m^2/lux$ and above for yellow thermoplastic on asphalt and concrete surfaces at left wheel area only.

iii) Color - See Appendix A for requirements.

PREFORMED PAVEMENT MARKING (Item 740.05)

For preformed pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability

(a) 10.0 for white and yellow colors of preformed pavement marking on asphalt and concrete surface at left wheel and skip line area.

ii) Retroreflectivity

(a) 350 $mcd/m^2/lux$ and above for white preformed pavement marking on asphalt and concrete surfaces at skip line area only.

(b) 150 $mcd/m^2/lux$ and above for white preformed pavement marking on asphalt and concrete surfaces at left wheel area only.

(c) 250 $mcd/m^2/lux$ and above for yellow preformed pavement marking on asphalt and concrete surfaces at skip line area only.

(d) 150 $mcd/m^2/lux$ and above for yellow preformed pavement marking on asphalt and concrete surfaces at left wheel area only.

iii) Color - See Appendix A for requirements.

EPOXY PAVEMENT MARKING (Item 740.07)

For epoxy pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability

(a) 10.0 for white and yellow colors of epoxy on asphalt and concrete surface at skip line area only.

(b) 9.0 for white and yellow colors of epoxy on asphalt and concrete surface at left wheel area only.

ii) Retroreflectivity

(a) 300 $mcd/m^2/lux$ and above for white epoxy on asphalt and concrete surfaces at skip line area only.

(b) 125 $mcd/m^2/lux$ and above for white epoxy on asphalt and concrete surfaces at left wheel area only.

(c) 200 $mcd/m^2/lux$ and above for yellow epoxy on asphalt and concrete surfaces at skip line area only.

(d) 100 $mcd/m^2/lux$ and above for yellow epoxy on asphalt and concrete surfaces at left wheel area only.

iii) Color - See Appendix A for requirements.

HEAT-FUSED PREFORMED THERMOPLASTIC PAVEMENT MARKING (Item 740.08)

For heat-fused preformed thermoplastic pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability

(a) 10.0 for white heat-fused preformed thermoplastic on asphalt and concrete surface at

left wheel and skip line areas.

ii) Retroreflectivity

(a) 275 $mcd/m^2/lux$ and above for white heat-fused preformed thermoplastic on asphalt and concrete surfaces at skip line area only.

(b) 150 $mcd/m^2/lux$ and above for white heat-fused preformed thermoplastic on asphalt and concrete surfaces at left wheel area only.

iii) Color - See Appendix A for requirements.

SPRAY THERMOPLASTIC PAVEMENT MARKING (Item 740.10)

For spray thermoplastic pavement marking materials, the PSC will evaluate 2 YEAR NTPEP field performance data. The following criteria are the PSC's basic measure of effectiveness:

i) Durability

(a) 10.0 for white and yellow colors of spray thermoplastic on asphalt and concrete surface at skip line area only.

(b) 9.0 for white and yellow colors of spray thermoplastic on asphalt and concrete surface at left wheel area only.

ii) Retroreflectivity

(a) 350 mcd/m2/lux and above for white spray thermoplastic on asphalt and concrete surfaces at skip line area only.

(b) 150 mcd/m2/lux and above for white spray thermoplastic on asphalt and concrete surfaces at left wheel area only.

(c) 225 mcd/m2/lux and above for yellow spray thermoplastic on asphalt and concrete surfaces at skip line area only.

(d) 125 mcd/m2/lux and above for yellow spray thermoplastic on asphalt and concrete surfaces at left wheel area only.

iii) Color - See Appendix A for requirements.

1047.04 Removal of Traffic Marking Products from the Approved List. The PSC may remove pavement marking material from the Approved List if in ODOT's sole discretion the material has failed to perform at a satisfactory level in the field or does not meet the criteria per 1047.03.

1047.05 Reapproval. A pavement marking material removed from the Approved List due to unsatisfactory field performance will not be returned to the list until the manufacturer identifies the reason for the failure, the problem has been corrected, the product has been resubmitted conforming to this supplement and the PSC determines the product should have full acceptance status.

1047.06 Modifications to Prequalified Pavement Marking Materials. While the Department recognizes manufacturers will occasionally modify certain aspects of their products in an effort to enhance performance, improve durability, reduce costs, etc., it also recognizes manufacturers are responsible for providing performance data to support changes to the original product.

Pavement marking material manufacturers will notify ODOT whenever any modifications are made to products contained on the Approved List. Manufacturers will also submit performance data they feel supports the basis for their revision not decreasing the performance or enhancing the performance. The PSC will review the changes and the performance data following 1047.02 and determine the product's new status. .

1047.07 Annual Recertification. By January 1st of each calendar year manufacturers must recertify that the pavement marking materials supplied meets or exceeds the requirements of S

1047.03. Modifications to supplied materials shall be addressed per 1047.06. Pavement marking materials not recertified will be removed from the QPL effective February 1st.

APPENDIX A –Color Requirements

To test the pavement marking colors either in the field or in the lab, the color coordinates listed in Table A [based on Daytime Geometry - 45/0 (0/45), CIE illuminant D65 and CIE 1931 (2 °**)** standard observer] shall be used.

White Color Requirements

	Daytime Chromaticity Coordinates (Corner Points)							
	1		**2**		**3**		**4**	
	x	**y**	**x**	**y**	**x**	**y**	**x**	**y**
White	0.355	0.355	0.305	0.305	0.285	0.325	0.335	0.375

Yellow Color Requirements

	Daytime Chromaticity Coordinates (Corner Points)							
	1		**2**		**3**		**4**	
	x	**y**	**x**	**y**	**x**	**y**	**x**	**y**
Yellow	0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400

Appendix B

The PSC will follow these guidelines when evaluating the submitted information for determining level of acceptance.

Durability data

- Marking thickness vs ODOT specification required thickness
- Pavement type (old / new concrete or asphalt)
- Adhesion to existing markings
- Application equipment and method
- Surface preparation
- Durability vs age
- Traffic
- Weather

Reflectivity data

- Marking thickness vs ODOT specification required thickness
- Pavement type (old / new concrete or asphalt)
- Application equipment and method
- Bead – type, gradation, coating, application weight, roundness vs ODOT specification
- Reflectivity vs age
- Traffic
- Weather

Color data

- Daytime / nighttime color with and without beads
- Color drift over time

Application data

- Required application equipment vs standards available within ODOT and industry
- Required application method vs ODOT standard specification requirements
- Speed
- Weather limitations
- Equipment modification costs
- Dry time vs weather
- Safety and health limitations

Traffic data

-Average daily traffic
-Average daily truck traffic

Weather data

-Average monthly temperature, humidity, rainfall, snowfall of test site applications
-Monthly high/low - temperature, humidity, rainfall, snowfall of test site applications

Cost data

-Installed cost per mile - edge line and lane line (quantity basis for cost)
-Installed cost per each - symbol marking
-Material cost / gallon or pound
-Bead cost / pound

Appendix C

Daytime Color of Long Line Pavement Marking

The color rating is a subjective field assessment of the vividness of the white markings and the richness of the yellow markings when viewed under dispersed daylight conditions on dry pavement, in accordance with the table below.

Ideally, color should be assessed under uniformly overcast conditions. If it is necessary to conduct evaluations under clear or partly cloudy conditions, the color assessment should be made with the sun as near transit as practical, as the angle of the incident rays of the sun can have a significant effect on the appearance of the color of the pavement markings. Viewing the line with the sun behind and low on the horizon should be avoided, as this can impart a level of retroreflectivity to the pavement marking. Under certain circumstances, especially during the fall and winter, when the sun is low on the horizon even at transit, it may be necessary to view the line in the opposite direction to avoid excessive retroreflectivity imparted from the sun.

The evaluation process is conducted as follows: A trained evaluator observes the line from a distance of 100 feet (±10 feet), and rates the color as per the table below. For lane lines, this distance can be approximated by standing midway between two lane lines, and looking beyond the nearest two lane lines to the third.

In all cases, the color rating is expressed as an integer value.

Daytime Color (line viewed at a distance of 100 feet)	
10	White and yellow are very vivid and rich in appearance, and are very effective in delineation
9 8 7	White and yellow are very distinctive and definite in color
6 5 4	White and yellow appear somewhat grayish; yellow may appear to have a brownish or greenish tint
3 2 1	White and yellow are dull and grayish; yellow may appear to be green, brown or off-white
0	White and yellow appear very dull

Appendix D

Night Visibility Rating of Long Line Pavement Marking

Night visibility is a subjective rating based on the appearance of the pavement marking line on dry pavement to a trained evaluator in a vehicle when viewed under low beam headlight illumination at night. The night visibility rating consists of an evaluation of three distinct attributes:

Uniformity – The ability of the line to provide a consistent, unvarying appearance along its length and across its width.
Retroreflectivity – The brightness of the line in the return of incident illumination.
Nighttime Color – The vividness of the white markings and the richness of the yellow markings when seen with retroreflected light.

The rating scales for each of these attributes is described in the tables below.

The evaluation process is conducted as follows: With appropriate traffic control in place, slowly drive through the test section at night with low beam headlights, and observe the test line. First, rate the uniformity of the line appearance. Second, rate the line retroreflectivity. Finally, rate the color. Add up the three individual scores to get a composite rating for the line.

In all cases, the night visibility rating is expressed as an integer value.

Uniformity	
+4	Line is completely consistent in appearance, with no distinguishable variations
+3	Line is generally consistent in appearance, with minimal variations
+2	Line is generally consistent in appearance, but with distinctly brighter and darker areas
+1	Line is inconsistent in appearance, with distinctly brighter and darker areas
0	Line is very inconsistent in appearance and may appear blotchy

Retroreflectivity	
+3	Line is very bright
+2	Line is bright
+1	Line appears adequate, but with unimpressive brightness
0	Line has minimal brightness; line is discernable but only marginally effective

Nighttime Color	
+3	White appears as very clean reflected light; yellow is distinctive and definite in color
+2	White and yellow appear somewhat grayish; yellow may appear to have a brownish or greenish tint
+1	White and yellow are dull and grayish; yellow may appear to be green, brown or off-white
0	White and yellow appear very dull

Appendix E

Durability of Long Line Pavement Marking

Durability is the rating of the adherence of the pavement marking material to the sound pavement surface, based on the percentage of the material remaining adhered. Durability is not an assessment of the thickness of the material or retention of optical elements, but rather an analysis of the amount of bare, sound pavement showing that was once covered with pavement marking material.

Durability is an objective assessment, although there exists no mechanical means to reliably and quickly measure durability in the field. Therefore, the field assessment of pavement marking durability must be made by trained evaluators.

The evaluation process is conducted as follows: Several trained evaluators observe the test line by viewing vertically from above. An assessment of the durability is made by each. The durability rating is agreed upon in the field by a consensus of the evaluators.

If line deterioration is inconsistent throughout the length of the test section, several line segments should be evaluated. Each segment should be a minimum of ten feet in length, and no less than 2% of the total length of the line. The durability rating is the lowest rating for any line segment, as agreed upon by a consensus of the evaluators.

Portions of the line subjected to unusual wear, such as at driveways or from line tracking prior to final curing, should be categorically excluded from the durability assessment. In addition, failures within the pavement must be recognized and discounted when assessing the durability of the pavement marking.

In all cases, the durability rating is expressed as an integer value.

Durability	
Rating	**Percentage of Line Remaining**
10	100
9	90
8	80
7	70
6	60
5	50

Durability	
Rating	**Percentage of Line Remaining**
4	40
3	30
2	20
1	10
0	0

Appendix F - Evaluation Guidelines for Conditionally Approved Pavement Marking Materials

Products which are granted Conditionally Approved status by the Pavement Striping Committee (PSC) will be subject to the following evaluation guidelines:

A. The PSC will identify where and when the conditionally approved products will be installed for evaluation. Routes with sufficient traffic will be selected for the evaluation.
B. The date of installation of the conditionally approved product will be the starting date of the product evaluation period.
C. Data Collection:
    a. Data collected will be those items identified in the table below. The number of readings will be a minimum of 10 readings at 5 random locations along the length of the route.
    b. Initial readings will be taken within the first 2 months after application.
    c. Additional readings will be taken on a yearly basis until the product fails or reaches the life expectancy shown in the table below.
D. The PSC will coordinate all data collection.
E. Data collected for each product will submitted to the New Product Engineer to be put into a database format and shared with the PSC members.
F. Data will be evaluated by the PSC against the criteria established in the table below to determine if the product is rejected or moved to Full Acceptance.

Material	**Expected Life (years)**	**Initial Retroreflectivity (White / Yellow)**	**Retroreflectivity after 2 years (White / Yellow)**	**End of Life Durability (White & Yellow)**	**Initial & End of Life Color**
Item 642 Traffic Paint	2	325 / 200	200 / 100	8	Meet Appendix A
Item 643 Polyester	3	300 / 200	225 / 125	9	Meet Appendix A
Item 644 Thermoplastic	4	400 / 250	325 / 200	10	Meet Appendix A
Item 645 Preformed	5	500 / 400	350 / 250	10	Meet Appendix A
Item 646 Epoxy	4	400 / 250	300 / 200	10	Meet Appendix A
Item 647 Heat Fused Preformed Thermoplastic	5	500 (white only)	350 (white only)	10	Meet Appendix A
Item 648 Spray Thermoplastic	3	400 / 250	300 / 200	10	Meet Appendix A
New Materials	Expected life and performance will be established by the PSC				