

EXHIBIT BB
FEDERAL REQUIREMENTS

<u>Exhibit Description</u>	<u>No. of Pages</u>
Attachment 1 – Federal Provisions	3
Attachment 2 – FHWA Form 1273	23
Attachment 3 – Wage Determination of the Secretary of Labor	40
Attachment 4 – Special Provision for Notice of Requirement for Affirmative Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	9
Attachment 5 – Debarment and Suspension Certification	1
Attachment 6 – Lobbying Certification	2
Attachment 7 – [RESERVED]	1
Attachment 8 – Compliance with Buy America Requirements	2
Attachment 9 – Special Provision for Use of Domestic Metal	4

ATTACHMENT 1 TO EXHIBIT BB

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION FACILITIES

GENERAL. — The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Exhibit M. Whenever in said required contract provisions references are made to:

(a) "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean the Department or its Authorized Representative;

(b) "contractor", "prime contractor", "bidder" or "prospective primary participant", such references shall be construed to mean the Concessionaire or its authorized representative and/or the Design-Build Contractor or its authorized representative, as may be appropriate under the circumstances;

(c) "contract" or "prime contract", such references shall be construed to mean the Design-Build Contract;

(d) "subcontractor", "supplier", "vendor", "prospective lower tier participant" or "lower tier subcontractor", such references shall be construed to mean, as appropriate, Contractors other than the Design-Build Contractor; and

(e) "department", "agency" or "department or agency entering into this transaction", such references shall be construed to mean the Department, except where a different department or agency is specified.

PERFORMANCE OF PREVIOUS CONTRACT. — In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the Form 1273 required contract provisions, the Concessionaire shall cause the contractor to comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator

of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either 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 the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746, is included in the Proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING. — Part 26, Title 49, Code of Federal Regulations applies to this Project. Pertinent sections of said Code are incorporated within other sections of the Contract and the Department Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26.

CONVICT PRODUCED MATERIALS

a. FHWA Federal-aid projects are subject to 23 CFR § 635.417, Convict produced materials.

b. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been:
(i) produced by convicts who are on parole, supervised release, or probation from a prison, or
(ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

FHWA FORM 1273 SECTIONS VII.1 AND VII.2 INAPPLICABLE – Pursuant to 23 CFR 635.116(d), the requirements of Sections VII.1 and VII.2 of FHWA Form 1273 (Attachment 2 to Exhibit M to the Agreement) are inapplicable to the Agreement.

ACCESS TO RECORDS

a. As required by 49 CFR 18.36(i)(10), the Concessionaire and its Contractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of the Concessionaire and Contractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), the Concessionaire and its Contractors shall retain all such books, documents, papers, and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. The Concessionaire agrees to include this section in each Contract at each tier, without modification except as appropriate to identify the Contractor who will be subject to its provisions.

SUBCONTRACTING

EXECUTION VERSION – DECEMBER 5, 2011

a. Any distribution of work shall be evidenced by a written binding agreement on file at the project site. Where no field office exists, such agreement shall be readily available upon request to Department inspector(s) assigned to the project.

b. The provisions contained in Form FHWA-1273 specifically, and other federal provisions included with the prime Contract are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into all contracts, as well as, appropriate subcontracts for work so as to be binding in those agreements.

ATTACHMENT 2 TO EXHIBIT BB

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

FHWA Form 1273

FHWA 1273, MEMORANDUM AND CFR CHANGE

January 19, 2009

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) shall apply to this contract as well as the following:

- **FHWA memorandum with the subject titled “THE DISCONTINUANCE OF THE FHWA-45, FHWA-47 & FHWA-810”**. In accordance with this memorandum the Contractor shall be governed by the following:

The submission of Form C-50 (FHWA 47) which is used to fulfill the reporting requirements of Section VI, Record of Materials, Supplies, and Labor of FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts is no longer required on Federal Aid Construction Contracts. Only that part of Section VI of FHWA 1273 is thus eliminated. All the other parts remain in effect.

- **CFR (Code of Federal Regulations) change regarding Employee Social Security Numbers and Addresses on Payrolls**. In accordance with the US Department of Labor regulations change in 29 CFR Parts 3 and 5 the Contractor shall be governed by the following:

Section V, Paragraph 2b of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

TABLE OF CONTENTS

	<u>Page</u>
I. GENERAL.....	3
II. NONDISCRIMINATION.....	3
1. Equal Employment Opportunity.....	3
2. EEO Officer.....	4
3. Dissemination of Policy.....	4
4. Recruitment.....	5
5. Personnel Actions.....	5
6. Training and Promotion.....	6
7. Unions.....	6
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment.....	7
9. Records and Reports.....	7
III. NONSEGREGATED FACILITIES.....	8
IV. PAYMENT OF PREDETERMINED MINIMUM WAGE.....	8
1. General.....	8
2. Classification.....	9
3. Payment of Fringe Benefits.....	10
4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers.....	10
5. Apprentices and Trainees (Programs of the U.S. DOT).....	12
6. Withholding.....	13
7. Overtime Requirements.....	13
8. Violation.....	13
9. Withholding for Unpaid Wages and Liquidated Damages.....	13
V. STATEMENTS AND PAYROLLS.....	13
1. Compliance with Copeland Regulations (29 CFR 3).....	14
2. Payrolls and Payroll Records.....	14
VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR.....	15
VII. SUBLETTING OR ASSIGNING THE CONTRACT.....	16
VIII. SAFETY: ACCIDENT PREVENTION.....	17
IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS.....	17
X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.....	18
XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.....	18
1. Instructions for Certification - Primary Covered Transactions.....	18
XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING.....	22

I. GENERAL

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

II. NONDISCRIMINATION

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein,

and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

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

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The records kept by the contractor shall document the following:
 - i. The number of minority and non-minority group members and women employed in each work classification on the project;
 - ii. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - iv. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the

wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - i. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - ii. the additional classification is utilized in the area by the construction industry;
 - iii. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - iv. with respect to helpers, when such a classification prevails in the area in which the work is performed.

- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - i. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

- ii. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - iii. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - iv. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
- i. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program

which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

- ii. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 - iii. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 - iv. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers:** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3)

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

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- i. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - ii. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - iii. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
 - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
 - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials

and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

- *Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*
- *Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*
- *Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”*

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions

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

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

EXECUTION VERSION – DECEMBER 5, 2011

- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement

Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil 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;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3. Instructions for Certification - Lower Tier Covered Transactions:

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

EXECUTION VERSION – DECEMBER 5, 2011

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXECUTION VERSION – DECEMBER 5, 2011

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

ATTACHMENT 3 TO EXHIBIT BB
FEDERAL PREVAILING WAGE RATES

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: VA20100026 03/12/2010 VA26

Date: March 12, 2010

General Decision Number: VA20100026 03/12/2010

Superseded General Decision Number: VA20080026

State: Virginia

Construction Type: Heavy Dredging

Counties: Virginia Statewide.

DREDGING CONSTRUCTION PROJECTS (Excluding HOPPER DREDGING)

Modification Number	Publication Date
0	03/12/2010

* ENGI0025-003 10/01/2008

	Rates	Fringes
Dredging: (Includes Clamshell Dredges, Hydraulic Dredges 20" and Over; tug Boats)		
Assistant Fill Placer.....	\$ 20.80	7.55+a
Blaster/Driller.....	\$ 22.80	7.85+a
Boat Operator.....	\$ 19.80	7.55+a
Certified Welder.....	\$ 22.30	7.85+a
Cook.....	\$ 16.85	7.25+a
Deckhand.....	\$ 16.85	7.25+a
Derrick Operator.....	\$ 22.80	7.85+a
Dozer Operator.....	\$ 22.80	7.85+a
Drag Barge Operator.....	\$ 20.80	7.55+a
Drill Oiler.....	\$ 14.89	7.25+a
Electrician.....	\$ 22.80	7.85+a
Engineer.....	\$ 22.80	7.85+a
Fill Placer.....	\$ 22.80	7.85+a
Janitor.....	\$ 16.85	7.25+a
Leverman.....	\$ 25.85	7.85+a
Licensed Boat Operator.....	\$ 22.30	7.85+a
Licensed tug Operator Over 1000HP.....	\$ 22.80	7.85+a
Mate.....	\$ 20.80	7.55+a
Messman.....	\$ 16.85	7.25+a
Oiler.....	\$ 16.85	7.25+a
Operator.....	\$ 25.85	7.85+a
Rodman.....	\$ 16.85	7.25+a
Scowman.....	\$ 16.85	7.25+a
Shoreman.....	\$ 16.85	7.25+a
Spider/Spill Barge Operator.....	\$ 22.80	7.85+a
Steward.....	\$ 20.80	7.55+a
Timber Fork Operator.....	\$ 22.80	7.85+a
Welder.....	\$ 20.80	7.55+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, Christmas Day, Plus Vacation contribution of 7% of straight time rate multiplied by the total hours worked.

EXECUTION VERSION – DECEMBER 5, 2011

INCENTIVE PAY (Add to Hourly Rate):

Operator (NCCCO license/certification) - \$0.50
 Licensed Tug Operator over 1000 HP (assigned as master) USCG licensed Master of Towing Vessels (MOTV) - \$1.00;
 Licensed Boat Operator (assigned as lead boat captain) (USCG licensed boat operator) - \$0.50;
 Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) - \$0.50
 Oiler (QMED and Tankerman endorsement) USCG) - \$0.50; All classifications (Tankerman endorsement onl) (USCG)- \$0.25; Deckhand or Mater (AB with Lifeboatman endorsement (USCG) - \$0.50;
 All classifications (Lifeboatman endorsement onl) (USCG) - \$0.25; Welder (ABS certification)- \$0.50

 SUVA1994-008 11/01/1994

	Rates	Fringes
Dipper Dredges		
Deckhand.....	\$ 9.50	2.96+a
Engineer.....	\$ 14.04	2.96+a
Handyman.....	\$ 9.50	2.96+a
Launchman.....	\$ 10.12	2.96+a
Mate.....	\$ 12.39	2.96+a
Oiler.....	\$ 10.12	2.96+a
Operator.....	\$ 14.59	2.96+a
Rodman.....	\$ 9.50	2.96+a
Scowman.....	\$ 9.63	2.96+a
Welder.....	\$ 12.78	2.96+a
Drill Boats		
Blaster.....	\$ 13.69	2.96+a
Driller.....	\$ 13.69	2.96+a
Engineer.....	\$ 14.18	2.96+a
Hydraulic Dredges Under 20"		
Carpenter.....	\$ 13.14	2.96+a
Deckhand.....	\$ 9.50	2.96+a
Derrick Operator.....	\$ 13.20	2.96+a
Electrician.....	\$ 13.45	2.96+a
Engineer.....	\$ 14.18	2.96+a
Handyman.....	\$ 9.50	2.96+a
Janitor/Porter.....	\$ 9.50	2.96+a
Leverman.....	\$ 14.53	2.96+a
Mate.....	\$ 12.39	2.96+a
Messman.....	\$ 9.32	2.96+a
Nightcook.....	\$ 9.50	2.96+a
Oiler.....	\$ 10.12	2.96+a
Rodman.....	\$ 9.50	2.96+a
Second Cook.....	\$ 9.50	2.96+a
Shoreman.....	\$ 9.32	2.96+a
Spider Barge Operator.....	\$ 12.97	2.96+a
Spill Barge Operator.....	\$ 12.97	2.96+a
Steward.....	\$ 10.42	2.96+a
Tug Deckhand.....	\$ 9.50	2.96+a
Tug Master.....	\$ 12.29	2.96+a

EXECUTION VERSION – DECEMBER 5, 2011

Tug Mate.....	\$ 11.76	2.96+a
Welder.....	\$ 12.78	2.96+a
Steward Department (On Dipper Dredges)		
Cook.....	\$ 9.27	2.96+a
Mess Cook.....	\$ 8.74	2.96+a
Messman and Janitor.....	\$ 8.61	2.96+a
Tug Boats (Tending Dipper Dredges)		
Assistant Engineer.....	\$ 11.75	2.96+a
Cook.....	\$ 9.63	2.96+a
Deckhand.....	\$ 9.37	2.96+a
Engineer.....	\$ 12.96	2.96+a
Tug Master.....	\$ 13.16	2.96+a
Tug Mate.....	\$ 11.87	2.96+a

FOOTNOTES APPLICABLE TO ALL ABOVE CRAFTS:

a. PAID HOLIDAYS AND VACATION:

New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, and Christmas Day; plus vacation contribution of 7% of straight time pay for all hours worked.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

EXECUTION VERSION – DECEMBER 5, 2011

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the 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, DC 20210

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

END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: VA20100070 03/12/2010 VA70

Date: March 12, 2010

General Decision Number: VA20100070 03/12/2010

Superseded General Decision Number: VA20080070 State:

Virginia

Construction Types: Heavy Dredging

Counties: Accomack, Gloucester, Isle of Wight, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Poquoson*, Portsmouth*, Virginia Beach* and York Counties in Virginia.

*INDEPENDENT CITIES

HOPPER DREDGING CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010

SUVA1991-004 03/01/1991

	Rates	Fringes
Self-Propelled Hopper Dredge		
Drag Tenders	\$ 8.21	

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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WAGE DETERMINATION APPEALS PROCESS

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- * 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

EXECUTION VERSION – DECEMBER 5, 2011

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END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

Concrete Finish Machine.....	\$ 15.00
Concrete Paving Machine.....	\$ 14.00
Crane, Derrick, Dragline (1 cm & under).....	\$ 25.51
Crane, Derrick, Dragline (over 1 cm).....	\$ 25.51
Excavator, Gradall.....	\$ 17.09
Front End Loader (2 cm & under).....	\$ 15.11
Front End Loader (over 2 cm).....	\$ 13.15
Hydro Seeder.....	\$ 13.50
Mechanic.....	\$ 16.00
Motor Grader, Fine Grade.....	\$ 16.72
Pavement Planing.....	\$ 14.75
Pile Driver.....	\$ 13.25
Roller, Finish.....	\$ 14.86
Roller, Rough.....	\$ 12.58
Slurry Seal Paver Machine.....	\$ 12.50
Tractor, Crawlers.....	\$ 12.00

TRUCK DRIVER

Fuel & Lubricant Service Truck.....	\$ 11.50
Truck Driver, Heavy Duty (7 c.y. & under).....	\$ 13.00
Truck Driver, Heavy Duty (over 7 c.y.).....	\$ 10.00
Truck Driver, Multi-Rear Axle.....	\$ 10.00
Truck Driver, Single Rear Axle.....	\$ 14.40
Truck Driver, Tandem Rear Axle.....	\$ 14.13
Truck, Utility.....	\$ 16.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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WAGE DETERMINATION APPEALS PROCESS

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 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter

EXECUTION VERSION – DECEMBER 5, 2011

* a conformance (additional classification and rate) ruling

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

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

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

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

Write to:

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

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

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

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

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END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

POWER EQUIPMENT OPERATOR:

Backhoe.....	\$ 17.61	2.57
Bobcat/Skid Loader.....	\$ 11.40	
Bulldozer.....	\$ 42.50	1.47
Crane, All Types.....	\$ 23.38	
Excavator.....	\$ 19.27	7.28
Loader.....	\$ 15.00	1.75
Mechanic.....	\$ 26.78	6.32
Trackhoe.....	\$ 12.75	1.24
Tugboat.....	\$ 19.00	

TRUCK DRIVER: All Dump Trucks..... \$ 14.33 3.58

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1)(ii)).

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WAGE DETERMINATION APPEALS PROCESS

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 - * 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

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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:

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

EXECUTION VERSION – DECEMBER 5, 2011

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Write to:

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

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Washington, DC 20210

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END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: VA20100158 09/24/2010 VA158

Date: September 24, 2010

General Decision Number: VA20100158 09/24/2010

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

County: Ports mouth* County in Virginia.

*INDEPENDENT CITY:

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date
0 09/24/2010

ELEC0080-006 09/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 23.05	14.5%+4.50+a

a. Workmen shall take off 2 hours with pay, at the discretion of the employer, on State and National Election days; Tuesday following the first Monday in November, provided they are qualified and vote.

IRON0079-007 05/01/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.40	8%+10.66

PLUM0110-002 05/02/2010

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 24.30	14.15

SUVA2010-056 09/03/2010

	Rates	Fringes
CARPENTER.....	\$ 21.57	3.74
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.00	3.83
FORM WORKER.....	\$ 17.00	
IRONWORKER, REINFORCING.....	\$ 22.45	11.85
LABORERS		
Common or General.....	\$ 15.00	0.69
Flagger.....	\$ 7.39	0.20
Landscape.....	\$ 10.00	

EXECUTION VERSION – DECEMBER 5, 2011

Pipelayer.....	\$ 13.88	1.32
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 17.61	2.57
Bobcat/Skid Loader.....	\$ 11.40	
Bulldozer.....	\$ 42.50	1.47
Crane, All Types.....	\$ 23.38	
Excavator.....	\$ 19.27	7.28
Loader.....	\$ 15.00	1.75
Mechanic.....	\$ 26.78	6.32
Trackhoe.....	\$ 12.75	1.24
Tugboat.....	\$ 19.00	
TRUCK DRIVER: All Dump Trucks.....	\$ 14.33	3.58

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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WAGE DETERMINATION APPEALS PROCESS

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

EXECUTION VERSION – DECEMBER 5, 2011

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Washington, DC 20210

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U.S. Department of Labor
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Washington, DC 20210

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Washington, DC 20210

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END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: MD20100038 03/12/2010 MD38

Date: March 12, 2010

General Decision Number: MD20100038 03/12/2010

Superseded General Decision Number: MD20080038

State: Maryland

Construction Types: Heavy Dredging

Counties: Anne Arundel, Baltimore, Calvert, Cecil, Charles, Dorchester, Harford, Kent, Prince George's, Queen Anne's, Somerset, St Mary's, Talbot, Wicomico and Worcester Counties in Maryland.

HOPPER DREDGING CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010

SUMD1993-007 05/20/1993

	Rates	Fringes
Self-Propelled Hopper Dredge		
Drag Tenders.....	\$ 8.21	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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WAGE DETERMINATION APPEALS PROCESS

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 - * 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

EXECUTION VERSION – DECEMBER 5, 2011

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

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

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

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

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

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

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Washington, DC 20210

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END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: MD20100045 07/09/2010 MD45

Date: July 9, 2010

General Decision Number: MD20100045 07/09/2010

Superseded General Decision Number: MD20080045

State: Maryland

Construction Type: Heavy Dredging

Counties: Maryland Statewide.

MARYLAND

ALL DREDGING, EXCEPT SELF-PROPELLED HOPPER DREDGES; ON THE ATLANTIC COAST AND TRIBUTARY WATERS EMPTYING INTO THE ATLANTIC OCEAN, THE CHESAPEAKE AND DELAWARE CANAL, BALTIMORE CITY AND BALTIMORE COUNTY, MARYLAND.

Modification Number	Publication Date
0	03/12/2010
1	07/09/2010

* ENGI0025-001 10/01/2009

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A.....	\$ 32.89	8.05+a+b
CLASS B1.....	\$ 28.49	8.05+a+b
CLASS B2.....	\$ 26.84	8.05+a+b
CLASS C1(a).....	\$ 25.55	8.05+a+b
CLASS C1.....	\$ 26.14	8.05+a+b
CLASS C2.....	\$ 25.29	8.05+a+b
CLASS D(a).....	\$ 20.43	8.05+a+b
CLASS D.....	\$ 21.09	8.05+a+b

CLASSIFICATIONS:

- CLASS A: Lead Dredgeman, Operator, Leverman.
- CLASS B1: Licensed Tug Operator over 1000 HP, Derrick Operator, Spider/Spill Barge Operator, Engineer, Electrician. Chief Welder, Chief Mate, Fill Placer, Operator II, Maintenance Engineer.
- CLASS B2: Licensed Boat Operator, Certified Welder.
- CLASS C1: Mate, Drag Barge Operator, Steward, Assistant Fill Placer.
- CLASS C1(a): Welder.
- CLASS C2: Boat Operator
- CLASS D: Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor.
- CLASS D(a) Oiler.

PREMIUMS: Additional 20% for hazardous material work

EXECUTION VERSION – DECEMBER 5, 2011

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day

b. VACATION: Eight percent (8%) of the straight time rate, plus \$.20, multiplied by the total hours worked.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$0.50 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.00;

Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$0.50;

Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$0.50

Oiler (QMED and Tankerman endorsement (USCG) \$0.50; All classifications (Tankerman endorsement only) USCG \$0.25; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$0.50; All classifications (lifeboatman endorsement only (USCG) \$0.25; Welder (ABS certification) \$0.50

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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WAGE DETERMINATION APPEALS PROCESS

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EXECUTION VERSION – DECEMBER 5, 2011

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- 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:

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Washington, DC 20210

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Washington, DC 20210

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

END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: MD20100058 05/28/2010 MD58

Date: May 28, 2010

General Decision Number: MD20100058 05/28/2010

Superseded General Decision Number: MD20080058

State: Maryland

Construction Type: Heavy

Counties: Baltimore and Baltimore Counties in Maryland.

HEAVY CONSTRUCTION PROJECTS (Does not include Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	05/07/2010
3	05/28/2010

ASBE0024-001 10/01/2009

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 30.43	14.43

A5BE0024-002 10/01/2009

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.85	7.10

ASBE0024-005 10/01/2009

	Rates	Fringes
Fire Stop Technician.....	\$ 24.10	6.94

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints

EXECUTION VERSION – DECEMBER 5, 2011

between rated wall or floor components, sealing of penetrating items and blank openings.

BOIL0193-001 10/01/2009		
	Rates	Fringes
Boilermakers.....	\$ 37.66	16.36

BRMD0001-001 05/04/2009		
	Rates	Fringes
BRICKLAYER.....	\$ 26.31	7.11

BRMD0001-002 05/01/2009		
	Rates	Fringes
Tile, Marble & Terrazzo Worker.....	\$ 25.29	9.09

BRMD0001-003 05/01/2009		
	Rates	Fringes
Tile, Marble & Terrazzo Finisher.....	\$ 20.48	8.19

BRMD0001-004 04/28/2009		
	Rates	Fringes
BRICKLAYER		
Refractory (Firebrick).....	\$ 33.65	7.11

CARP0101-001 09/25/2009		
	Rates	Fringes
Carpenters:		
Carpenters.....	\$ 24.09	9.90
Diver Tender.....	\$ 24.09	9.90
Diver.....	\$ 294.00	9.90+a
Floor Layer.....	\$ 24.09	9.90
Millwright.....	\$ 27.06	10.15
Piledriver.....	\$ 24.09	9.90
a. Diver rate \$294.00 per eight hour day		
Depth rate:		
From 60 to 70 ft.	\$15.00 extra per day	
From 70 to 80 ft.	\$20.00 extra per day	
From 80 to 90 ft.	\$25.00 extra per day	
From 90 to 100 ft.	\$30.00 extra per day	

ELEC0024-001 11/29/2009		

EXECUTION VERSION – DECEMBER 5, 2011

	Rates	Fringes
Electricians.....	\$ 33.50	5.25%+12.55

ELEC0070-003 04/01/2008

	Rates	Fringes
Line Construction		
Cable Splicers.....	\$ 27.67	20.75+4.75
Digging & Equipment.....	\$ 27.67	20.75+4.75
Operators.....	\$ 27.67	20.75+4.75
Linemen.....	\$ 27.67	20.75+4.75
Truck Driver with CDL/Groundman.....	\$ 15.11	20.75%+4.75

ELEV0007-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$38.40	20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years of service or more; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* ENG10037-001 04/01/2008

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 26.09	11.10+a
Group 2.....	\$ 24.03	11.10+a
Group 3.....	\$ 22.08	11.10+a
Group 4.....	\$ 18.45	11.10+a

*ON WORK INVOLVING THE REMOVAL OR CLEANUP OF ASBESTOS, TOXIC WASTE OR OTHER HAZARDOUS MATERIALS, EMPLOYEES SHALL RECEIVE \$2.50 MORE THAN THE GROUP 1 WAGE RATE.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Operators handling or setting steel, stone, pre-stressed concrete or machinery, or operating specialty equipment in kilns, furnaces, stacks, ovens, picklers, ladels, sub-cars or pits. All Cranes and Tower cranes.

GROUP 2: Asphalt spreader, backfiller, hatching plants, boat captain, bulldozers, cableways, case type loader backhoes, concrete mixing plants, concrete paver, concrete pump, concrete spreader, crane, curb and gutter machine, derrick boat, elevating grader, elevator operator, excavators (except mini-excavator), finishing machines, front-end loaders (1 1/4 yds. and over), gradalls, hoist, hi-lift, fork lifts, milling machines, multiple conveyors, locomotives, power roller on hot mix asphalt, power shovel, repair mechanic, welders, screed machine, shields, stone crusher, stone spreader, sub-grader, tractor with attachments (provided 2 or more are

EXECUTION VERSION – DECEMBER 5, 2011

being used), trenching machines, tunnel mucking machines, scrapers, and challenger type equipment.

GROUP 3: Fuel/Grease truck, Mini-Excavators, Skid Steer (with attachments), Guard Rail Post Pounder, concrete mixer (with slip), Ditch Witch type trencher, Trucks (on and off road), Snooper Truck, Bull Float, P{ower Sweepers, Front End Loaders (1 Yard and under) and Articulating Trucks.

GROUP 4. Caterpillar type tractors, compressors, fireman, grout pump, light plants, mighty midget with compressor, single conveyor, space heaters, all power rollers (except on Hot Mix Asphalt), welding machines, well-drill, wellpoint systems, deck hands and all oilers.

HOURLY PREMIUMS: On Long Boom Cranes, including jibs, and on pile driving machines with leads, the operator shall receive the following additional pay:

- 130' to 169' - \$0.40 per hour
- 170' to 209' - \$0.60 per hour
- 210' to 249' - \$0.80 per hour
- 250' to 299' - \$1.00 per hour
- 300' and over - \$1.25 per hour

CCO certified crane operators will receive \$2.50 above the Group 1 rate

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ENGI0037-004 04/01/2007

	Rates	Fringes
Power equipment operators: (Paving, Site Clearance and Utilities)		
GROUP 1A.....	\$ 23.00	9.90+a
GROUP 1.....	\$ 22.00	9.90+a
GROUP 2.....	\$ 21.10	9.90+a
GROUP 3.....	\$ 19.04	9.90+a

ON WORK INVOLVING THE REMOVAL OR CLEANUP OF ASBESTOS, TOXIC WASTE OR OTHER HAZARDOUS MATERIALS, EMPLOYEES SHALL RECEIVE 10% MORE THAN THE GROUP 1 WAGE RATE

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP1A: Cranes, Gradalls, Excavators over120,000 lbs., Ultra High Reach Excavators.

GROUP 1: Excavators, Backfiller, backhoe, batching plants, type hoe (with a front end bucket over 1 1/4 yards),concrete mixing plants, concrete paver, derrick, derrick boat, double concrete pump, dragline, elevating grader, excavating scoop (25 yards and over),front end loader (13/4 yards and over), grader, dradall, hoist (2 active drums or more), pile driving machine, power crane, power shovel, repair mechanic, standard gauge locomotive, trenching machine, tunnel mucking machine, twin engine scoop, welder, whirley rig and bulldozers (D-9 or equivalent and above).

EXECUTION VERSION – DECEMBER 5, 2011

GROUP 2: Asphalt spreader, bull float, Case type hoe (with a front end bucket 1 1/4 yards and under), concrete mixer (with a slip), concrete pump, concrete spreader, ditch- witch type trencher, excavating scoop (under 25 yards), finishing machine, front end loader (under 1 1/4 yards), grout pump, hi-lift, longitudinal float, narrow gauge locomotive, one drum hoist, power roller on hot mix

asphalt, screeding machine, stone crusher, stone spreader, tractor with attachments (2 or more provided both attachments are being used), subgrader, well-drill and all bulldozers except D-9 or equivalent and above.

GROUP 3: Compressors, conveyors, firemen, fuel truck, grease truck, light plants, mighty midget with compressor, space heaters, welding machines, wellpoint system and all power rollers except on hot mix asphalt.

HOURLY PREMIUMS:

On Long Boom Cranes, including jibs, and on pile driving machines with leads, the operator shall receive the following additional pay:

130' to 169' -	\$0.40 per hour
170' to 209'	\$0.60 per hour
210' to 249'	\$0.80 per hour
250' to 299' -	\$1.00 per hour
300' and over -	\$1.25 per hour

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

IRON0016-001 04/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erectors.....	\$ 26.13	16.25
Ironworkers, Finishers, Rodmen, Glaziers, Pre-cast & Pre-stress erectors.....	\$ 26.38	16.25
Sheeters.....	\$ 26.63	16.25

* LAB0710-001 04/01/2010

	Rates	Fringes
Laborers:		
Asbestos Abatement.....	\$ 17.73	5.41
Construction Laborers.....	\$ 16.30	5.41
General Laborers.....	\$ 15.45	5.41
Hazardous Waste Technicians.....	\$ 18.23	5.41
Semi-Skilled Laborers.....	\$ 16.61	5.41
Skilled Laborers.....	\$ 16.82	5.41

CLASSIFICATIONS:

ASBESTOS ABATEMENT: Non-Mechanical Systems

CONSTRUCTION LABORERS:

All Laborers not otherwise classified.

GENERAL LABORERS:

Flaggers, tool and material handlers (except tenders), cleanup, janitors, truck checkers, dumpman, spotters, landscape laborers, mulchers, watchmen (including fire watchmen).

EXECUTION VERSION – DECEMBER 5, 2011

HAZARDOUS WASTE TECHNICIANS:

LEVEL A: Laborers working around hazardous substances requiring the highest level of protection for skin, eyes and the respiratory system. This classification would include but not be limited to the use of positive pressure Full-Face (FF) Self-Contained Breathing apparatus (SCBA) or positive pressure supplied Air Line (SAR) with a totally encapsulated chemical protective suit.

LEVEL B

Laborers working around hazardous substances requiring a high level of respiratory protection but less skin protection than LEVEL A. This classification would include, but not be limited to the use of protective pressure, Full-Face (FF). Self-Contained Breathing apparatus (SCBA) with chemical restraint clothing.

LEVEL C:

Laborers working in an environment where potential for unexpected inhalation of or contact with hazardous levels of any chemical exist. Includes working around hazardous substances requiring respiratory and skin protection involving a full face or half-mask Air Purifying Respirator (APR) with chemical restraint clothing.

SEMI-SKILLED LABORERS:

Power tool operator, pipe layers, potman, drillers, concrete laborers, signalmen, small machine operator, laser beam operator, scaffold builders, caisson laborer, jack hammer operator (80 lbs. and over)

SKILLED LABORERS:

Burners, welders, nozzle men, wagon drillers, powdermen, concrete surfacer. (when working 14 ft. or higher the burner shall be paid \$2.00 per hour above the skilled rates)

 MARB0002-003 05/01/2009

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 32.63	12.99

 PAIN0051-005 06/01/2009

	Rates	Fringes
Painters:		
Bridges/Heavy Highway/Lead Abatement & Flame/Thermal Spray.....	\$ 30.32	7.86
Commercial/Repaint/Remodel and Mold Remediation.....	\$ 24.64	7.86
Industrial.....	\$ 26.68	7.86

 PLAS0891-003 05/01/2008

	Rates	Fringes
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EXECUTION VERSION – DECEMBER 5, 2011

Cement Mason/Concrete Finisher..... \$ 27.15 6.47

 PLAS0891-005 07/01/2009

	Rates	Fringes
PLASTERER.....	\$ 27.00	5.82

 PLUM0486-001 04/01/2009

	Rates	Fringes
Plumber and Steamfitter.....	\$ 26.215	14.80

 ROOF0030-015 08/01/2009

	Rates	Fringes
Roofers.....	\$ 23.80	5.77

 SFMD0536-001 01/01/2010

	Rates	Fringes
Sprinkler Fitters Baltimore City including a 10 mile radius beyond the city limits.....	\$ 29.95	15.70

 SHEE0100-004 07/01/2009

	Rates	Fringes
Sheet Metal Worker.....	\$ 28.45	14.39

 TEAM0311-001 06/01/2008

	Rates	Fringes
Truck drivers: "A" Frame, Winch Truck, Trailer Drivers.....	\$ 25.41	10.59+a+b
Chauffers on Flat Bed & Pick Ups.....	\$ 23.80	10.59+a+b
Dump Truck Drivers.....	\$ 23.40	10.59+a+b
Euclid Wagon & Dumpster.....	\$ 23.86	10.59+a+b
Gooseneck, Dropframe Trailer Drivers.....	\$ 25.73	10.59+a+b
Mixer Truck Drivers with agitators of 12 yds. cap. and under.....	\$ 23.22	10.59+a+b

EXECUTION VERSION – DECEMBER 5, 2011

Mixer Truck Drivers with
agitators of over 12 yds.
cap..... \$ 23.73 10.59+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years - 2 week paid vacation; 10 years - 3 weeks paid vacation

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

EXECUTION VERSION – DECEMBER 5, 2011

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

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

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

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

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

END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: MD20100061 07/30/2010 MD61

Date: July 30, 2010

General Decision Number: MD20100061 07/30/2010

Superseded General Decision Number: MD20080061

State: Maryland

Construction Type: Highway

County: Baltimore County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving, marine construction; and other major bridges).

Modification Number Publication Date

0 03/12/2010

1 07/30/2010

* SUMD2010-004 01/28/2010

	Rates	Fringes
BRICKLAYER.....	\$ 26.20	7.43
CARPENTER.....	\$ 21.67	6.02
CEMENT MASON/CONCRETE FINISHER.....	\$ 18.00	
IRONWORKER		
Fence Erector.....	\$ 24.80	13.16
Reinforcing.....	\$ 26.73	14.29
LABORER		
Air Tool Operator.....	\$ 19.25	3.04
Asphalt Paver.....	\$ 16.68	4.43
Burner.....	\$ 16.42	4.43
Common/Unskilled.....	\$ 15.79	4.07
Flagger.....	\$ 14.21	3.48
Mason Tender.....	\$ 15.38	3.99
Pipelayer.....	\$ 16.86	4.82
PAINTER		
Painter.....	\$ 30.32	8.21
Steel Bridge.....	\$ 30.32	7.91
POWER EQUIPMENT OPERATOR:		
Bobcat.....	\$ 22.20	11.05+a
Bulldozer.....	\$ 23.10	10.40
Crane.....	\$ 26.60	11.05+a
Excavator.....	\$ 23.40	11.05+a
Forklift.....	\$ 16.78	3.99
Gradall.....	\$ 24.10	11.05+a
Grader.....	\$ 23.35	10.89+a
Loader.....	\$ 23.10	10.40+a
Master Mechanic.....	\$ 26.10	10.40
Milling Machine.....	\$ 23.10	11.05+a

EXECUTION VERSION – DECEMBER 5, 2011

Oiler.....	\$ 19.60	
Paver.....	\$ 22.20	11.05
Piledriver.....	\$ 23.87	7.83
Roller, Asphalt.....	\$ 22.20	10.40
Roller, Earth.....	\$ 22.20	10.40+a
Scraper.....	\$ 20.35	9.00+a
Screed.....	\$ 18.75	9.23
Sweeper.....	\$ 22.20	11.05+a

TRUCK DRIVER

Dump.....	\$ 17.15	2.59
Lowboy.....	\$ 24.00	10.40
Tractor Trailer.....	\$ 24.75	11.05

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

EXECUTION VERSION – DECEMBER 5, 2011

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

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

Write to:

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

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

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

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

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

END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: MD20100062 07/30/2010 MD62

Date: July 30, 2010

General Decision Number: MD20100062 07/30/2010

Superseded General Decision Number: MD20080062

State: Maryland

Construction Type: Highway

County: Baltimore City County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	03/12/2010
1	07/30/2010

* SUMD2010-005 01/28/2010

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 26.73	13.13
Structural.....	\$ 28.23	14.27
LABORER		
Common/Unskilled.....	\$ 14.50	4.45
Pipelayer.....	\$ 14.82	3.48
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 22.28	8.97+a
Bobcat.....	\$ 22.20	10.40+a
Bulldozer.....	\$ 23.10	9.95
Excavator.....	\$ 23.10	10.40+a
Gradall.....	\$ 24.10	10.40+a
Grader.....	\$ 24.10	11.05+a
Loader.....	\$ 23.10	11.05+a
Milling Machine.....	\$ 23.10	10.40+a
Paver.....	\$ 22.20	10.40
Roller, Asphalt.....	\$ 22.20	10.40
Roller, Earth.....	\$ 22.20	10.40+a
Sweeper.....	\$ 21.00	8.90+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

EXECUTION VERSION – DECEMBER 5, 2011

GENERAL DECISION: MD20100101 12/03/2010 MD101

Date: December 3, 2010

General Decision Number: MD20100101 12/03/2010

State: Maryland

Construction Type: Heavy

County: Baltimore County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	08/13/2010
1	08/20/2010
2	09/03/2010
3	11/05/2010
4	12/03/2010

CARP0101-014 04/01/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.09	9.90

CARP0101-015 04/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 27.06	10.15

CARP0101-016 04/01/2009

	Rates	Fringes
PILEDRIVERMAN.....	\$ 24.09	9.90

ELEC0024-002 05/30/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 34.10	5.25%+12.95

ENGI0037-023 10/01/2009

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 23.95	11.05+a
OPERATOR: Bobcat/Skid Loader.....	\$ 23.05	11.05+a
OPERATOR: Bulldozer.....	\$ 23.95	11.05+a
OPERATOR: Drill.....	\$ 23.95	11.05+a
OPERATOR: Gradall.....	\$ 24.95	11.05+a
OPERATOR: Grader/Blade.....	\$ 24.95	11.05+a
OPERATOR: Mechanic.....	\$ 23.95	11.05+a
OPERATOR: Paver.....	\$ 23.05	11.05+a
OPERATOR: Piledriver.....	\$ 24.95	11.05+a
OPERATOR: Roller.....	\$ 23.05	11.05+a

EXECUTION VERSION – DECEMBER 5, 2011

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

IRON0016-013 04/01/2010

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.38	16.25

LABO0710-002 04/01/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 15.45	5.41
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.61	5.41

* PAIN0051-021 06/01/2010

	Rates	Fringes
PAINTER (Steel).....	\$ 31.32	7.86
PAINTER: Brush, Roller, and Spray.....	\$ 24.64	7.86

PLUM0486-015 04/01/2010

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.215	14.80

SUMD2010-066 07/08/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.70	0.00
CARPENTER, Excludes Form Work.....	\$ 19.00	2.52
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.31	4.06
LABORER: Common or General.....	\$ 12.09	0.00
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Mason Tender - Brick.....	\$ 15.93	7.83
LABORER: Pipelayer.....	\$ 15.35	0.00
OPERATOR: Crane.....	\$ 22.00	8.85
OPERATOR: Excavator.....	\$ 22.80	0.00

EXECUTION VERSION – DECEMBER 5, 2011

OPERATOR: Loader..... \$ 16.96 0.00
OPERATOR: Trackhoe..... \$ 20.47 10.20
TRUCK DRIVER: Dump Truck..... \$ 13.55 0.00

TEAM0311-006 06/01/2010

Rates Fringes
TRUCK DRIVER: Lowboy Truck..... \$ 26.66 7.00+a+b+c

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.
- c. HEALTH AND WELFARE: \$864 per month

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

EXECUTION VERSION – DECEMBER 5, 2011

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

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

Write to:

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT 4 TO EXHIBIT BB

SF030AF-0708

Reissued July, 2008

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. 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 women evenly 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 Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 workings days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract. and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in

an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to

minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply,

however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from Its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public

Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

Economic Area	Goal (Percent)
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA.....	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg.	
6800 Roanoke, VA.....	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties.....	
.12.0	
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista;	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro;	
WV Pendleton.	
022 Richmond, VA:	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA.....	24.9
VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA	
Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties	27.9
VA Albermarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline;	
VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA	
Greensville; VA Halifax; VA King and Queen; VA King William; VA	
Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA .Mecklenburg; VA	
Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond	
VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA.....	27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport	
News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC.....	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA	
Suffolk; VA Virginia Beach.	
Non-SMSA Counties	29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford;	
NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews;	
VA Middlesex; VA Southampton; VA Surry; VA Franklin.	

Washington, DC:

020 Washington, DC.

SMSA Counties:

8840 Washington, DC - MD - VA28.0
 DC District of Columbia; MD Charles; MD Montgomery MD Prince
 Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William
 VA Alexandria; VA Fairfax City; VA Falls Church.

Non- SMSA Counties 25.2

MD Calvert; MD Frederlck; MD St. Marys; MD Washington; VA Clarke;
 VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA
 Rappahannock; VA Shenandoah; VA Spottsylvania; VA Stafford; VA
 Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley;
 WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.

Tennessee:

052 Johnson City - Kingsport - Brlstol, TN - VA

SMSA Counties:

3630 Johnson City - Kingsport -Bristol, TN-VA.....2.6
 TN Carter; TN HawkIns; TN Sullivan; TN Washington; VA Scott: VA
 Washington;VA Bristol.

Non-SMSA Counties 3.2

TN Greene; TN Johnson; VA Buchanan;VA Dickenson; Va Lee;
 VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell;
 WV Mercer.

Maryland

019 Baltimore MD:

Non-SMSA Counties 23.6

MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset;
 MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.

ATTACHMENT 5 TO EXHIBIT BB

DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing and submitting its proposal or bid, and by executing the Comprehensive Agreement or Subcontract, each prospective the Concessionaire and Contractor (at all tiers) shall be deemed to have signed and delivered the following certification:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil 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;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective the Concessionaire or Contractor is unable to certify to any of the statements in this certification, such Person shall attach a certification to its proposal or bid, or shall submit it with the executed Comprehensive Agreement or Contract, stating that it is unable to provide the certification and explaining the reasons for such inability.

ATTACHMENT 6 TO EXHIBIT BB

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

By signing and submitting its proposal or bid, and by executing the Comprehensive Agreement or Subcontract, each prospective the Concessionaire and Contractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The prospective the Concessionaire/Contractor certifies, to the best of its 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, and shall include a copy of said form in its proposal or bid, or submit it with the executed Comprehensive Agreement or Contract.
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 Concessionaire/Contractor shall require that the language of this certification be included in all lower tier Contracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

NOTE: THE CONCESSIONAIRE AND EACH CONTRACTOR IS REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN CONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH CONTRACTOR BEING PAID \$100,000 OR MORE.

ATTACHMENT 7 TO EXHIBIT BB

[RESERVED]

ATTACHMENT 8 TO EXHIBIT BB

COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The Concessionaire shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in this Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided that the cost of such materials included in any Contract between the Concessionaire and a Contractor involving construction work does not exceed 0.1% of the contract price of such Contract.

Concurrently with execution of the Agreement, the Concessionaire has completed and submitted, or shall complete and submit, to the Department a Buy America Certificate, in format below. After submittal, the Concessionaire is bound by its original certification. However, in accordance with 49 USC 5323(j)(7), the Concessionaire may have the opportunity to correct an inadvertent error in its certification. The Concessionaire may correct any certification of noncompliance or failure to properly complete this certification if the Concessionaire attests under penalty of perjury that it submitted an incorrect certification as a result of an inadvertent or clerical error. The burden of establishing such inadvertent or clerical error is on the Concessionaire. The Concessionaire's failure to sign the certification is not considered an inadvertent or clerical error.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Agreement be investigated, the Concessionaire has the burden of proof to establish that it is in compliance.

At the Concessionaire's request, the Department may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, the Concessionaire certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department. A request for a waiver shall be treated as a Concessionaire request for a Deviation under Section 14.03 of the Agreement.

BUY AMERICA CERTIFICATE

Certificate of Compliance

The Concessionaire hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2), and the applicable regulations in 23 CFR 635.410.

Date: _____

Signature: _____

Concessionaire's Name: _____

Title: _____

Or

Certificate for Noncompliance

The Concessionaire hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2), but may qualify for a waiver to the requirement to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and regulations in 23 CFR 635.410.

Date: _____

Signature: _____

Concessionaire's Name: _____

Title: _____

ATTACHMENT 9 TO EXHIBIT BB

S102CF1-0309

VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR

USE OF DOMESTIC MATERIAL

February 26, 2009

SECTION 102.05 PREPARATION OF BID of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as “Buy America”, except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement “coating” is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.

For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and/or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable

under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as “foreign” material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.

Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with “Buy America” requirements.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor’s convenience.

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or \$2500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Bidder certifies that such cost does not exceed the limits established herein.

Waivers:

With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be demonstrated:

1. that the use of domestic steel or iron materials would be inconsistent with the public interest; or
2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

The waiver request shall be submitted with supportive information to include:

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and
2. Analysis of redesign of the project using alternative or approved equal domestic products.

In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website:

<http://www.fhwa.dot.gov/construction/contracts/waivers.cfm>. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.

Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

Alternative Bidding Procedures:

An alternative bidding procedure may be employed to justify the use of foreign iron and/or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and/or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and/or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and/or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and/or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and/or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and/or steel items will be permanently installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total “Foreign” bid.

In the event the contract is awarded to the bidder furnishing foreign iron and/or steel materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment For Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and/or steel items and during the life of that contract the Contractor discovers he can not furnish foreign iron and/or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and/or steel materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked “Foreign”

including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The "Foreign" bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor's "Domestic" bid. The Contractor shall write the word "Foreign" by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate "Foreign" paper bid.

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of "foreign" iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, "domestic" iron and/or steel and prices given there for shall be used and the "100 percent Domestic Items Total" shall be the Contractor's bid.

Certification of Compliance:

Where domestic material is supplied, prior to final payment the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and/or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or \$2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.