

CLINTON AREA TRANSIT SYSTEM

Request for Quote

Security Fencing

October 08, 2013

Clinton Area Transit System (Clinton Transit) is requesting quotes for installation of security fencing at 310 North Scott Road, St. Johns, Michigan 48879.

Quotes: Vendor will deliver by mail or in person one original and three (3) copies to the following address by November 1, 2013 by 5:00 p.m.:

Clinton Area Transit System
304 Brush Street
St. Johns, Michigan 48879

Clinton Transit will be accepting the lowest quote from the vendor who is responsive and responsible.

Please request quote, direct purchasing and/or procedural questions regarding this quote to:

Dawn Benson, General Manager
Clinton Area Transit System
304 Brush Street
St. Johns, Michigan 48879
Phone: (989) 224-3161, TTY 711

Clinton Transit reserves the right to postpone, to accept or to reject any and all proposals, in whole or in part. All respondents must certify compliance with Federal Contract clauses that can be seen

at: http://www.michigan.gov/documents/mdot/Construction_less_than_100000_344722_7.pdf by signing the attached Appendix B.

Clinton Transit strongly encourages Disadvantaged Business Enterprises (DBEs) to apply.

Clinton Transit is an "Equal Opportunity Employer and Service Organization".

Specifications:

30 foot Cantilever Gate, 6 foot high, on wheels
Commercial Slide Gate Operator
Programmable Keypad
Button Transmitter (3)
Chain Link Fencing, aluminum coated steel fabric meeting the requirement of ASTM A-491 in 9 ga. on galvanized framework, 6 foot high, 50 foot total

Requirements:

Installation subject to Davis Bacon Prevailing Wage. Schedule attached.

All work must comply with the minimum ASTM criteria for installation and fencing material.

References of similar past work required. References must include contact information.

Appearance of fence must be similar to existing fence. Site visit or photo of fence can be arranged.

Fence must be installed and all work completed before December 30, 2013.

2013 Prevailing Wage Rates for State Funded Projects

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Clinton County

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Asbestos & Lead Abatement Laborer					
Asbestos & Lead Abatement Laborer	MLDC	\$39.75	\$53.04	\$66.32	H H H X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days					
Asbestos & Lead Abatement, Hazardous Material Handler					
Asbestos and Lead Abatement, Hazardous Material Handler	AS207	\$39.75	\$53.08	\$66.40	H H H X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days					
Boilermaker					
Boilermaker	BO169	\$54.70	\$81.08	\$107.45	H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$40.31	\$59.49	\$78.67	
	2nd 6 months	\$41.45	\$61.21	\$80.95	
	3rd 6 months	\$42.57	\$62.88	\$83.19	
	4th 6 months	\$43.69	\$64.57	\$85.43	
	5th 6 months	\$44.81	\$66.24	\$87.67	
	6th 6 months	\$49.53	\$73.40	\$97.26	
	7th 6 months	\$49.32	\$73.01	\$96.69	
	8th 6 months	\$51.58	\$76.40	\$101.21	
Bricklayer					
Brick, stone, artificial, cement masonry, pointing, caulking & cleaning	BR9-31	\$44.22	\$62.58	\$80.94	H H H H H H D Y
Apprentice Rates:					
	0-749 hours	\$33.16	\$45.99	\$58.82	
	750-1,499 hours	\$34.55	\$48.08	\$61.60	
	1,500-2,249 hours	\$35.93	\$50.14	\$64.36	
	2,250-2,999 hours	\$37.31	\$52.22	\$67.12	
	3,000-3,749 hours	\$38.69	\$54.28	\$69.88	
	3,750-4,499 hours	\$40.07	\$56.36	\$72.64	
	4,500 - 5,249 hours	\$41.46	\$58.44	\$75.42	
	5,250 - 6,000 hours	\$42.84	\$60.51	\$78.18	

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Carpenter					
Floor layer	CA1004FL	\$37.71	\$48.16	\$58.60	X X H H H H H D Y
	Apprentice Rates:				
	1st Year	\$29.33	\$35.58	\$41.84	
	2nd Year	\$31.44	\$38.75	\$46.06	
	3rd Year	\$33.53	\$41.88	\$50.24	
	4th Year	\$34.58	\$43.46	\$52.34	
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Carpenter	CA1004L	\$40.27	\$52.26	\$64.24	X X H H H H H D Y
	Apprentice Rates:				
	1st Year	\$30.68	\$37.87	\$45.06	
	2nd Year	\$33.08	\$41.47	\$49.86	
	3rd Year	\$35.48	\$45.07	\$54.66	
	4th Year	\$36.67	\$46.86	\$57.04	
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Cement Mason					
Cement Mason	PL16-7	\$37.52	\$49.84	\$62.16	H H H H H H H D Y
	Four 10s allowed Monday-Thursday with Friday or Saturday inclement weather make up days. Saturday hours for inclement weather make up shall be paid straight rate unless over 40 hours worked.				
	Apprentice Rates:				
	1st year	\$28.90	\$36.91	\$44.92	
	2nd year	\$31.36	\$40.60	\$49.84	
	3rd year	\$33.82	\$44.29	\$54.76	
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Drywall					
Drywall Taper and Finisher	PT-845-DF	\$36.89	\$48.89	\$60.89	H H H H H H H D N
	Apprentice Rates:				
	0 - 1,000 hours	\$26.09	\$32.69	\$39.29	
	1,001 - 2,000 hours	\$27.29	\$34.49	\$41.69	
	2,001 to 3,000 hours	\$29.21	\$37.37	\$45.53	
	3,001 to 4,000 hours	\$30.89	\$39.89	\$48.89	
	4,001 to 5,000 hours	\$33.29	\$43.49	\$53.69	
	5,001 to 6,000 hours	\$35.69	\$47.09	\$58.49	
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Electrician					
Road Way Electrical Work	EC-17	\$50.53	\$73.30	\$96.06	H H H H H H H D Y
	Double time due after 16 hours on any calendar day and all hours Sunday.				
	Apprentice Rates:				
	1st 6 months	\$32.32	\$45.98	\$59.64	
	2nd 6 months	\$34.59	\$49.39	\$64.18	
	3rd 6 months	\$36.88	\$52.82	\$68.76	
	4th 6 months	\$39.15	\$56.23	\$73.30	
	5th 6 months	\$41.43	\$59.65	\$77.86	
	6th 6 months	\$45.97	\$66.46	\$86.94	

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Inside Wireman	EC-665-IW	\$51.75	\$68.20	\$84.65	H H D H H H D D Y
A four day schedule of ten hours a day is allowed Monday thru Friday.					
Apprentice Rates:					
	0-1000 hours	\$29.63	\$37.86	\$46.07	
	1000-2000 hours	\$31.28	\$40.31	\$49.35	
	2000-3500 hours	\$32.93	\$42.81	\$52.68	
	3500-5000 hours	\$36.42	\$47.12	\$57.80	
	5000-6500 hours	\$38.07	\$49.59	\$61.10	
	6500-8000 hours	\$39.72	\$52.06	\$64.39	
Sound and Communication Journeyman	EC-665-SD	\$40.92	\$54.31	\$67.69	H H D H H H D D Y
A four day schedule of ten hours a day is allowed Monday thru Friday.					
Apprentice Rates:					
	1st period	\$23.84	\$30.82	\$37.80	
	2nd period	\$25.56	\$33.25	\$40.94	
	3rd period	\$27.28	\$35.67	\$44.05	
	4th period	\$28.98	\$38.07	\$47.14	
	5th period	\$30.87	\$40.66	\$50.44	
	6th period	\$32.41	\$42.89	\$53.37	
Lineman/Technician outside utility and commercial power and high voltage pipe type cable work and electrical underground.	EC-876	\$47.05	\$68.11	\$89.17	H H H H H H H D Y
Four 10s allowed Monday-Thursday with Friday makeup or Tuesday-Friday with Monday makeup.					
Apprentice Rates:					
	1st period	\$30.20	\$42.69	\$55.26	
	2nd period	\$32.32	\$46.02	\$59.70	
	3rd period	\$34.42	\$49.16	\$63.90	
	4th period	\$36.53	\$52.33	\$68.12	
	5th period	\$38.63	\$55.47	\$72.32	
	6th period	\$40.74	\$58.64	\$76.54	
	7th period	\$42.84	\$61.79	\$80.74	
Elevator Constructor					
Elevator Constructor Mechanic	EL-85	\$70.77		\$116.32	D D D D D D D D Y
Apprentice Rates:					
	1st year	\$50.27		\$75.32	
	2nd year	\$54.83		\$84.44	
	3rd year	\$57.10		\$88.98	
	4th year	\$61.66		\$98.10	

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Glazier					
Glazier	GL-826	\$42.89	\$57.34	\$71.79	H H H H H H H D Y
	4 tens allowed on consecutive days				
	Apprentice Rates:				
	1st 6 months	\$30.29	\$38.96	\$47.63	
	2nd 6 months	\$31.79	\$41.18	\$50.57	
	3rd 6 months	\$33.30	\$43.41	\$53.53	
	4th 6 months	\$34.80	\$45.63	\$56.47	
	5th 6 months	\$36.30	\$47.86	\$59.42	
	6th 6 months	\$37.80	\$50.08	\$62.36	
	7th 6 months	\$39.31	\$52.32	\$65.32	
	8th 6 months	\$40.82	\$54.55	\$68.28	
Heat and Frost Insulator					
Spray Insulation	AS25S	\$20.14	\$29.14		H H H H H H H H N
Heat and Frost Insulator and Asbestos Worker					
Heat and Frost Insulator and Asbestos Worker	AS47	\$44.40	\$58.76	\$73.12	H H H H H H H D Y
	4 ten hour work days shall be either Monday thru Thursday or Tuesday thru Friday				
	Apprentice Rates:				
	1st year	\$25.78	\$32.96	\$40.14	
	2nd year	\$29.50	\$38.11	\$46.73	
	3rd year	\$33.22	\$43.27	\$53.32	
	4th year	\$36.95	\$48.44	\$59.93	
	5th year	\$40.68	\$53.61	\$66.53	
Ironworker					
Siding, Glazing, Curtain Wall	IR-25-GZ2	\$44.11	\$55.52	\$66.93	X X H H H H D D Y
	4 tens may be worked Monday thru Thursday @ straight time.				
	Apprentice Rates:				
	Level 1	\$27.18	\$33.53	\$39.88	
	Level 2	\$29.29	\$36.27	\$43.25	
	Level 3	\$31.41	\$39.03	\$46.64	
	Level 4	\$33.53	\$41.78	\$50.02	
	Level 5	\$35.64	\$44.53	\$53.40	
	Level 6	\$37.76	\$47.28	\$56.78	
Pre-engineered Metal Work	IR-25-PE-Z2	\$42.37	\$51.88	\$61.39	X X H X X X D Y
	Apprentice Rates:				
	1st Year	\$25.46	\$30.77	\$36.08	
	3rd 6 month period	\$27.58	\$33.64	\$39.70	
	4th 6 month period	\$29.71	\$36.53	\$43.35	
	5th 6 month period	\$31.83	\$39.40	\$46.97	
	6th 6 month period	\$33.96	\$42.29	\$50.61	

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Reinforced Iron Work	IR-25-RF	\$54.61	\$81.78	\$108.95	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$34.66	\$51.56	\$68.45	
	Level 2	\$37.11	\$55.23	\$73.35	
	Level 3	\$39.54	\$58.70	\$77.84	
	Level 4	\$42.16	\$62.80	\$83.45	
	Level 5	\$44.76	\$66.71	\$88.65	
	Level 6	\$47.38	\$70.64	\$93.89	
Rigging Work	IR-25-RIG	\$60.28	\$90.26	\$120.24	H H H H H H D N
	Apprentice Rates:				
	Level 1 & 2	\$34.93	\$52.39	\$69.86	
	Level 3	\$37.80	\$56.71	\$75.60	
	Level 4	\$40.66	\$60.99	\$81.32	
	Level 5	\$43.53	\$65.29	\$87.06	
	Level 6	\$46.41	\$69.62	\$92.82	
Decking 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.	IR-25-SD	\$52.24	\$78.08	\$103.92	X X H H H H D D Y
Structural, ornamental, conveyor, welder and pre-cast 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.	IR-25-STR	\$60.41	\$90.34	\$120.26	H H H H H H D D Y
	Apprentice Rates:				
	Levels 1 & 2	\$35.06	\$52.64	\$69.98	
	Level 3	\$37.89	\$56.52	\$75.14	
	Level 4	\$40.71	\$60.74	\$80.78	
	Level 5	\$43.54	\$65.37	\$86.94	
	Level 6	\$46.37	\$69.24	\$92.10	
	Level 7	\$49.19	\$73.47	\$97.74	
	Level 8	\$52.02	\$77.71	\$103.40	
Industrial Door erection & construction	IR-25-STR-D	\$40.97	\$61.13	\$81.29	H H H H H H D D Y

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
	Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work	\$29.15	\$39.15	\$49.15	X X H X X X H D Y

Four ten hour work days may be worked during Monday-Saturday.

Apprentice Rates:

60% Level	\$20.35	\$26.35	\$32.35
65% Level	\$21.45	\$27.95	\$34.45
70% Level	\$22.56	\$29.56	\$36.56
75% Level	\$23.65	\$31.15	\$38.65
80% Level	\$24.75	\$32.75	\$40.75
85% Level	\$25.85	\$34.35	\$42.85

Laborer

Journeyman - building and heavy construction craft laborer, portable concrete mixer operator, air, electric or gasoline tool operator, hot dope carrier, tar kettle tender, gasoline vibrators, concrete gas buggies, concrete saw, signal person and top person on sewer, caisson construction (open cut work), concrete shoveler, car pusher, and bottom person (on sewer work). Demolition laborer, 3" pumps & below, jobsite clean-up, deep cleaning, jackhammer operators, burner, crack layer, caisson worker, tunnel mucker and tunnel miner, welder, mason tender, mortar mixer, scaffold builder, forklift operator (masonry only), helper and tender on work customarily performed by laborers and all laborers working for masonry contractors and plasterer tenders.	L499L	\$34.07	\$44.82	\$55.56	X X H H H H H D Y
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Apprentice Rates:

0-1,000 hours	\$28.70	\$36.76	\$44.82
1,001-2,000 hours	\$29.77	\$38.36	\$46.96
2,001-3,000 hours	\$30.85	\$39.98	\$49.12
3,001-4,000 hours	\$33.00	\$43.21	\$53.42

Laborer - Hazardous

Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z6-A	\$33.50	\$47.32	\$61.13	H H H H H H H D Y
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Apprentice Rates:

0-1,000 work hours	\$28.66	\$40.06	\$51.45
1,001-2,000 work hours	\$29.62	\$41.50	\$53.37
2,001-3,000 work hours	\$30.59	\$42.95	\$55.31
3,001-4,000 work hours	\$32.53	\$45.87	\$59.19

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z6-B	\$34.50	\$48.82	\$63.13	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$29.40	\$41.17	\$52.93	
	1,001-2,000 work hours	\$30.42	\$42.70	\$54.97	
	2,001-3,000 work hours	\$31.44	\$44.23	\$57.01	
	3,001-4,000 work hours	\$33.48	\$47.29	\$61.09	
Laborer Underground - Tunnel, Shaft & Caisson					
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z2-1	\$35.67	\$47.07	\$58.47	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.52	\$39.35	\$48.17	
	1,001-2,000 work hours	\$31.55	\$40.90	\$50.23	
	2,001-3,000 work hours	\$32.58	\$42.44	\$52.29	
	3,001-4,000 work hours	\$34.64	\$45.53	\$56.41	
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder	LAUCT-Z2-2	\$35.76	\$47.21	\$58.65	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.58	\$39.44	\$48.29	
	1,001-2,000 work hours	\$31.62	\$41.00	\$50.37	
	2,001-3,000 work hours	\$32.66	\$42.56	\$52.45	
	3,001-4,000 work hours	\$34.72	\$45.65	\$56.57	
Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z2-3	\$35.86	\$47.36	\$58.85	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.66	\$39.56	\$48.45	
	1,001-2,000 work hours	\$31.70	\$41.12	\$50.53	
	2,001-3,000 work hours	\$32.74	\$42.68	\$52.61	
	3,001-4,000 work hours	\$34.82	\$45.80	\$56.77	

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z2-4	\$36.02	\$47.60	\$59.17	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.78	\$39.74	\$48.69	
	1,001-2,000 work hours	\$31.83	\$41.32	\$50.79	
	2,001-3,000 work hours	\$32.88	\$42.89	\$52.89	
	3,001-4,000 work hours	\$34.97	\$46.02	\$57.07	
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z2-5	\$36.28	\$47.99	\$59.69	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.98	\$40.04	\$49.09	
	1,001-2,000 work hours	\$32.04	\$41.63	\$51.21	
	2,001-3,000 work hours	\$33.10	\$43.22	\$53.33	
	3,001-4,000 work hours	\$35.22	\$46.40	\$57.57	
Class VI - Dynamite man and powder man.	LAUCT-Z2-6	\$36.59	\$48.45	\$60.31	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.21	\$40.38	\$49.55	
	1,001-2,000 work hours	\$32.28	\$41.99	\$51.69	
	2,001-3,000 work hours	\$33.36	\$43.61	\$53.85	
	3,001-4,000 work hours	\$35.51	\$46.84	\$58.15	
Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z2-7	\$28.86	\$36.86	\$44.85	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$25.41	\$31.68	\$37.95	
	1,001-2,000 work hours	\$26.10	\$32.72	\$39.33	
	2,001-3,000 work hours	\$26.79	\$33.76	\$40.71	
	3,001-4,000 work hours	\$28.17	\$35.82	\$43.47	
Landscape Laborer					
Landscape Specialist includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z2-A	\$27.45	\$37.91	\$48.37	X X H X X X H D Y
Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver on when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z2-B	\$23.25	\$31.61	\$39.97	X X H X X X H D Y

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Operating Engineer						
Class C- Regular equipment operator, crane, stiff leg derrick, scraper dozer, grader, front end loader, hoist, job mechanic, head grease man, concrete pump truck and hydro excavators	EN-324-BH2C	\$48.75	\$62.62	\$76.49	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.						
Apprentice Rates:						
		0 - 999 hours	\$40.43	\$50.14	\$59.85	
		1,000 - 1,999 hours	\$41.81	\$52.21	\$62.61	
		2,000 - 2,999 hours	\$43.20	\$54.29	\$65.39	
		3,000 - 3,999 hours	\$44.59	\$56.38	\$68.17	
		4,000 - 4,999 hours	\$45.98	\$58.47	\$70.95	
		5,000 - 5,999 hours	\$47.36	\$60.53	\$73.71	
Class D- Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, Bob Cat and similar equipment, elevators (when operated by an operating engineer), and fork truck over 20' lift	EN-324-BH2D	\$43.95	\$55.42	\$66.89	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.						
Class E- Pump 6" or over, well points, freeze systems, boom truck (non-swinging), end dumps and laser/power screed, concrete wire saw 20 h.p. and over and brock concrete breaker	EN-324-BH2E	\$43.35	\$54.52	\$65.69	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.						
Class F- Air compressor, welder, generators, conveyors, pumps under 6", Grease man, and fork truck 20' or less lift	EN-324-BH2F	\$40.90	\$50.85	\$60.79	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.						
Class G- Oiler, fireman and heater operator	EN-324-BH2G	\$39.20	\$48.30	\$57.39	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.						
Class A- Crane w/ main Boom & Jib 220' or longer	EN-OSA	\$50.10	\$64.65	\$79.19	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.						
Class A- Crane w/ main Boom & Jib 300' or longer	EN-OSA3	\$51.60	\$66.90	\$82.19	H H H H H H H D Y	
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.						

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Clinton County

Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class A- Crane w/ main Boom & Jib 400' or longer	EN-OSA4	\$53.10	\$69.15	\$85.19	H H H H H H H D Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.					
Class B- Crane Operator with main boom and jib 140' or longer, tower cranes, gantry crane, whirley derrick	EN-OSB	\$49.85	\$64.27	\$78.69	H H H H H H H D Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.					
Operating Engineer - Marine Construction					
Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	\$63.00	\$82.35	\$101.70	X X H H H H H D Y
Holiday pay= \$121.05 per hour, wages & fringes					
<u>Subdivision of county</u> all Great Lakes, islands therein, & connecting & tributary waters					
Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	\$61.50	\$80.10	\$98.70	X X H H H H H D Y
Holiday pay = \$117.30 per hour, wages & fringes					
<u>Subdivision of county</u> All Great Lakes, islands therein, & connecting & tributary waters					
Friction, Lattice Boom or Crane License Certification	GLF-2B	\$62.50	\$81.60	\$100.70	X X H H H H H D Y
Holiday pay = \$119.80					
<u>Subdivision of county</u> All Great Lakes, islands, therein, & connecting & tributary waters					
Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	\$57.40	\$73.95	\$90.50	X X H H H H H D Y
Holiday pay = \$107.05 per hour, wages & fringes					
<u>Subdivision of county</u> All Great Lakes, islands therein, & connecting & tributary waters					
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator	GLF-4	\$51.85	\$65.63	\$79.40	X X H H H H H D Y
Holiday pay = \$93.17 per hour, wages & fringes					
<u>Subdivision of county</u> All Great Lakes, islands therein, & connecting & tributary waters					

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County: Statewide

Date Rendered:

10/1/2013

Clinton County

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Operating Engineer Hazardous Waste Class I					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWCI-Z2A	\$50.13	\$65.29	\$80.45	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.					
Apprentice Rates:					
	1st 6 months	\$40.44	\$51.06	\$61.67	
	2nd 6 months	\$41.96	\$53.34	\$64.71	
	3rd 6 months	\$43.48	\$55.62	\$67.75	
	4th 6 months	\$44.98	\$57.87	\$70.75	
	5th 6 months	\$46.50	\$60.15	\$73.79	
	6th 6 months	\$48.02	\$62.43	\$76.83	
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWCI-Z2B	\$49.18	\$63.87	\$78.55	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.					
Apprentice Rates:					
	1st 6 months	\$39.77	\$50.05	\$60.33	
	2nd 6 months	\$41.24	\$52.26	\$63.27	
	3rd 6 months	\$42.70	\$54.44	\$66.19	
	4th 6 months	\$44.18	\$56.66	\$69.15	
	5th 6 months	\$45.65	\$58.87	\$72.09	
	6th 6 months	\$47.11	\$61.06	\$75.01	
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCI-Z2D	\$47.88	\$61.92	\$75.95	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.					
Apprentice Rates:					
	1st 6 months	\$38.86	\$48.69	\$58.51	
	2nd 6 months	\$40.27	\$50.80	\$61.33	
	3rd 6 months	\$41.67	\$52.91	\$64.13	
	4th 6 months	\$43.07	\$55.00	\$66.93	
	5th 6 months	\$44.48	\$57.12	\$69.75	
	6th 6 months	\$45.88	\$59.21	\$72.55	

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Clinton County

Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	\$47.63	\$61.54	\$75.45	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.				
	Apprentice Rates:				
	1st 6 months	\$38.68	\$48.42	\$58.15	
	2nd 6 months	\$40.07	\$50.50	\$60.93	
	3rd 6 months	\$41.46	\$52.58	\$63.71	
	4th 6 months	\$42.85	\$54.67	\$66.49	
	5th 6 months	\$44.25	\$56.78	\$69.29	
	6th 6 months	\$45.64	\$58.86	\$72.07	
Operating Engineer Hazardous Waste Class II					
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	\$45.73	\$58.69	\$71.65	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.				
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	\$44.79	\$57.28	\$69.77	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.				
	Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	\$43.49	\$55.33	\$67.17	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.				
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	\$43.24	\$54.96	\$66.67	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.				
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 140' or longer					
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	\$52.78	\$69.27	\$85.75	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.				

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Clinton County

Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$51.72	\$67.68	\$83.63	H H H H H H D Y
	Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$50.53	\$65.89	\$81.25	H H H H H H D Y
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$50.28	\$65.52	\$80.75	H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 220' or longer					
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$53.08	\$69.72	\$86.35	H H H H H H D Y
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$52.04	\$68.16	\$84.27	H H H H H H D Y
	Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$50.83	\$66.34	\$81.85	H H H H H H D Y
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	\$50.58	\$65.97	\$81.35	H H H H H H D Y

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with boom						
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWRC-Z2A	\$51.10	\$66.75	\$82.39	H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with Boom Operator						
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWRC-Z2B	\$50.15	\$65.32	\$80.49	H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
	Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWRC-Z2D	\$48.85	\$63.37	\$77.89	H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWRC-Z2DCL	\$48.60	\$63.00	\$77.39	H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
Operating Engineer Steel Work						
	Forklift, 1 Drum Hoist	EN-324-ef	\$57.11	\$75.12	\$93.13	H H D H H H D D Y
	Crane w/ 120' boom or longer	EN-324-SW120	\$59.81	\$79.17	\$98.53	H H D H H H D D Y
	Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	\$60.81	\$80.67	\$100.53	H H D H H H D D Y
	Crane w/ 140' boom or longer	EN-324-SW140	\$60.99	\$80.94	\$100.89	H H D H H H D D Y
	Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	\$61.99	\$82.44	\$102.89	H H D H H H D D Y
	Boom & Jib 220' or longer	EN-324-SW220	\$61.26	\$81.35	\$101.43	H H D H H H D D Y
	Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	\$62.26	\$82.85	\$103.43	H H D H H H D D Y
	Boom & Jib 300' or longer	EN-324-SW300	\$62.76	\$83.60	\$104.43	H H D H H H D D Y
	Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	\$63.76	\$85.10	\$106.43	H H D H H H D D Y
	Boom & Jib 400' or longer	EN-324-SW400	\$64.26	\$85.85	\$107.43	H H D H H H D D Y

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	\$65.26	\$87.35	\$109.43	H H D H H H D D Y
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator	EN-324-SWCO	\$59.45	\$78.63	\$97.81	H H D H H H D D Y
Apprentice Rates:					
	0-999 hours	\$47.09	\$60.51	\$73.94	
	1,000-1,999 hours	\$49.01	\$63.40	\$77.78	
	2,000-2,999 hours	\$50.93	\$66.28	\$81.62	
	3,000-3,999 hours	\$52.85	\$69.16	\$85.46	
	4,000-4,999 hours	\$54.76	\$72.02	\$89.28	
	5,000 hours	\$56.68	\$74.91	\$93.12	
Crane w/ Oiler	EN-324-SWCO-O	\$60.45	\$80.13	\$99.81	H H D H H H D D Y
Compressor or Welder Operator	EN-324-SWCW	\$52.00	\$67.46	\$82.91	H H D H H H D D Y
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe	EN-324-SWHO	\$58.81	\$77.67	\$96.53	H H D H H H D D Y
Oiler	EN-324-SWO	\$50.59	\$65.34	\$80.09	H H D H H H D D Y
Tower Crane & Derrick where work is 50' or more above first level	EN-324-SWTD50	\$60.54	\$80.27	\$99.99	H H D H H H D D Y
Tower Crane & Derrick 50' or more w/ Oiler where work station is 50' or more above first level	EN-324-SWTD50-O	\$61.54	\$81.77	\$101.99	H H D H H H D D Y
Operating Engineer Underground					
Class I Equipment - Backfiller Tamper, Backhoe, Batch Plant Operator, Clamshell, Concrete Paver 2 drums or larger, Conveyor Loader Euclid type, Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, endloader, gradall, grader, hydro excavator, power shovel, roller asphalt, scraper self-propelled or tractor drawn, side boom tractor, slip form paver, slope paver, trencher over 8 ft. digging capacity, well drilling rig, concrete pump with boom operator	EN-324A2-UC1	\$48.63	\$62.77	\$76.90	H H H H H H H D Y
Apprentice Rates:					
	0-999 hours	\$38.70	\$48.42	\$58.14	
	1,000-1,999 hours	\$40.09	\$50.50	\$60.92	
	2,000-2,999 hours	\$41.48	\$52.59	\$63.70	
	3,000-3,999 hours	\$42.87	\$54.68	\$66.48	
	4,000-4,999 hours	\$44.26	\$56.76	\$69.26	
	5,000-5,999 hours	\$45.64	\$58.83	\$72.02	
Class II Equipment - Boom Truck, Crusher, Hoist, Pump 6 inch discharge or larger, side boom tractor, Tractor (pneutired other than backhoe or front end loader), Trencher 8 ft. digging capacity and smaller, Vac Truck	EN-324A2-UC2	\$43.74	\$55.43	\$67.12	H H H H H H H D Y

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision	
	Class III Equipment - Air Compressors 600 cfm or larger, Air Compressors 2 or more less than 600 dfm, Boom Truck non-swinging non-powered type boom, Concrete Breaker self-propelled or truck mounted, Concrete paver 1 drum 1/2 yd. or larger, Elevator other than passenger, Pump 4 inch to 6 inch discharge, pumpcrete machine, wagon drill, welding machine or generator 2 or more 300 amp or larger	EN-324A2-UC3	\$43.24	\$54.68	\$66.12	H H H H H H H D Y
	Class IV Equipment - Boiler, Concrete Saw 40 hp or over, curing machine self propelled, end dumps, extend a boom forklift, farm tractor with attachment, finishing machine concrete, firemen, hydraulic pipe pushing machine, mulching equipment, oiler, pumps up to 4 inch discharge, roller other than asphalt, stump remover, sweeper wayne type, trencher, vibrating compaction equipment self propelled 6 ft. wide or over, water wagon.	EN-324A2-UC4	\$42.96	\$54.26	\$65.56	H H H H H H H D Y
Painter						
	Painter	PT-845-BR	\$33.24	\$43.94	\$54.63	H H H H H H H D Y
	A 4-10s workweek allowed Monday-Thursday. Friday may be a make-up day if less than 40 were worked Mon-Thurs.					
	Apprentice Rates:					
	0-1000 hours		\$23.61	\$29.49	\$35.37	
	1001-2000 hours		\$24.68	\$31.09	\$37.51	
	2001-3000 hours		\$26.40	\$33.67	\$40.95	
	3001-4000 hours		\$27.89	\$35.91	\$43.93	
	4001-5000 hours		\$30.03	\$39.12	\$48.21	
	5001-6000 hours		\$32.17	\$42.33	\$52.49	
Pipe and Manhole Rehab						
	General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant	TM247	\$27.20	\$36.70		H H H H H H H H N
	Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment	TM247-2	\$31.70	\$43.45		H H H H H H H H N
	CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3	\$30.45	\$41.57		H H H H H H H H N
	Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	\$32.20	\$44.20		H H H H H H H H N
	Combo Unit driver & Jetter-Vac Operator	TM247-5	\$32.20	\$44.20		H H H H H H H H N
	Pipe Bursting & Slip-lining Equipment Operator	TM247-6	\$33.20	\$45.70		H H H H H H H H N

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Plasterer					
Plasterer	PL16-2	\$36.92	\$49.39	\$61.86	H H H H H H D N
	Apprentice Rates:				
	1st year	\$28.19	\$36.30	\$44.40	
	2nd year	\$30.68	\$40.03	\$49.38	
	3rd year	\$33.18	\$43.78	\$54.38	
Plumber & Pipefitter					
Plumber & Pipefitter Four 10s allowed Monday thru Thursday. Friday not a makeup, considered OT, paid @ time & one-half.	PL-333-RI	\$51.02	\$76.33	\$101.64	H H H H H H D Y
	Apprentice Rates:				
	1st 6 months	\$32.97	\$49.26	\$65.54	
	2nd 6 months	\$34.61	\$51.72	\$68.82	
	3rd 6 months	\$36.25	\$54.18	\$72.10	
	4th 6 months	\$37.89	\$56.64	\$75.38	
	5th 6 months	\$39.53	\$59.10	\$78.66	
	6th 6 months	\$41.17	\$61.56	\$81.94	
	7th 6 months	\$42.82	\$64.03	\$85.24	
	8th 6 months	\$44.46	\$66.49	\$88.52	
	9th 6 months	\$46.10	\$68.95	\$91.80	
	10th 6 months	\$47.74	\$71.41	\$95.08	
Roofer					
Commercial Roofer 4 consecutive tens allowed M-TH	RO-70-Z2	\$40.10	\$52.42	\$64.73	H H H X H H D Y
	Apprentice Rates:				
	1st Class	\$25.44	\$30.88	\$36.32	
	2nd Class	\$27.34	\$33.67	\$40.01	
	3rd Class	\$29.38	\$36.71	\$44.03	
	4th Class	\$31.29	\$39.54	\$47.80	
	5th Class	\$33.21	\$42.37	\$51.53	
	6th Class	\$35.11	\$45.16	\$55.22	
Sewer Relining					
Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.	SR-I	\$42.07	\$56.90	\$71.72	H H H H H H D N
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	\$40.54	\$54.60	\$68.66	H H H H H H D N

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Sheet Metal Worker					
Sheet Metal Worker	SHM-7-1	\$45.92	\$59.47	\$73.02	H H H H D D D D Y
4 10s allowed as consecutive days, M-Th or T-F					
Apprentice Rates:					
	First Year	\$24.69	\$31.46	\$38.24	
	Second Year	\$29.86	\$37.99	\$46.12	
	Third Year	\$37.79	\$47.28	\$56.76	
	Fourth Year	\$40.50	\$51.34	\$62.18	
Sprinkler Fitter					
Sprinkler Fitter	SP 669	\$46.51	\$61.99	\$77.47	H H H H H H D Y
Apprentice Rates:					
	Class 1 & 2	\$23.44	\$31.31	\$39.17	
	Class 3	\$29.35	\$37.75	\$46.15	
	Class 4	\$30.93	\$40.12	\$49.31	
	Class 5	\$35.50	\$45.47	\$55.45	
	Class 6	\$37.07	\$47.83	\$58.59	
	Class 7	\$38.65	\$50.20	\$61.75	
	Class 8	\$40.22	\$52.55	\$64.89	
	Class 9	\$41.79	\$54.91	\$68.03	
	Class 10	\$43.36	\$57.27	\$71.17	
Tile, Terrazzo and Mosaic					
Finisher	BR9-31-TF	\$30.57	\$39.66	\$48.75	H H H H H H D Y
Apprentice Rates:					
	0-749 hours	\$24.21	\$30.12	\$36.03	
	750-1,499 hours	\$25.12	\$31.49	\$37.85	
	1,500-2,249 hours	\$26.03	\$32.85	\$39.67	
	2,250-2,999 hours	\$26.93	\$34.20	\$41.47	
	3,000-3,749 hours	\$27.84	\$35.57	\$43.29	
	3,750-4,499 hours	\$28.75	\$36.93	\$45.11	
Setter	BR9-31-TS	\$35.94	\$46.71	\$57.47	H H H H H H D Y
Apprentice Rates:					
	0-749 hours	\$28.40	\$35.39	\$42.39	
	750-1499 hours	\$29.48	\$37.01	\$44.55	
	1500-2249 hours	\$30.56	\$38.63	\$46.71	
	2250-2999 hours	\$31.63	\$40.24	\$48.85	
	3000-3749 hours	\$32.71	\$41.86	\$51.01	
	3750-4499 hours	\$33.79	\$43.48	\$53.17	
Truck Driver					
of all trucks of 8 cubic yd capacity or over	TM-RB2	\$41.92	\$37.85		H H H H H H H Y
of all trucks of 8 cubic yard capacity or less (except dump trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TM-RB2A	\$41.82	\$37.70		H H H H H H H Y

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Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
	on euclid type equipment	\$41.35	\$38.08		H H H H H H H H Y
Underground Laborer Open Cut, Class I					
	Construction Laborer	\$33.61	\$43.93	\$54.25	X X X X X X X D Y
	LAUC-Z3-1				
	Apprentice Rates:				
	0-1,000 work hours	\$29.08	\$37.14	\$45.19	
	1,001-2,000 work hours	\$29.98	\$38.49	\$46.99	
	2,001-3,000 work hours	\$30.89	\$39.86	\$48.81	
	3,001-4,000 work hours	\$32.70	\$42.57	\$52.43	
Underground Laborer Open Cut, Class II					
	Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	\$33.75	\$44.14	\$54.53	X X X X X X X D Y
	LAUC-Z3-2				
	Apprentice Rates:				
	0-1,000 work hours	\$29.18	\$37.29	\$45.39	
	1,001-2,000 work hours	\$30.10	\$38.67	\$47.23	
	2,001-3,000 work hours	\$31.01	\$40.04	\$49.05	
	3,001-4,000 work hours	\$32.84	\$42.78	\$52.71	
Underground Laborer Open Cut, Class III					
	Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tigger man, and directional boring man.	\$33.87	\$44.32	\$54.77	X X X X X X X D Y
	LAUC-Z3-3				
	Apprentice Rates:				
	0-1,000 work hours	\$29.27	\$37.42	\$45.57	
	1,001-2,000 work hours	\$30.19	\$38.80	\$47.41	
	2,001-3,000 work hours	\$31.11	\$40.18	\$49.25	
	3,001-4,000 work hours	\$32.95	\$42.94	\$52.93	
Underground Laborer Open Cut, Class IV					
	Trench or excavating grade man.	\$33.92	\$44.40	\$54.87	X X X X X X X D Y
	LAUC-Z3-4				
	Apprentice Rates:				
	0-1,000 work hours	\$29.31	\$37.48	\$45.65	
	1,001-2,000 work hours	\$30.23	\$38.86	\$47.49	
	2,001-3,000 work hours	\$31.15	\$40.24	\$49.33	
	3,001-4,000 work hours	\$33.00	\$43.02	\$53.03	

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Clinton County

Classification Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Underground Laborer Open Cut, Class V					
Pipe Layer	LAUC-Z3-5	\$34.06	\$44.61	\$55.15	X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$29.41	\$37.64	\$45.85	
	1,001-2,000 work hours	\$30.34	\$39.03	\$47.71	
	2,001-3,000 work hours	\$31.27	\$40.42	\$49.57	
	3,001-4,000 work hours	\$33.13	\$43.22	\$53.29	
Underground Laborer Open Cut, Class VI					
Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation & repair of water service pipe & appurtenances	LAUC-Z3-6	\$31.36	\$40.56	\$49.75	X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$27.39	\$34.60	\$41.81	
	1,001-2,000 work hours	\$28.18	\$35.79	\$43.39	
	2,001-3,000 work hours	\$28.98	\$36.99	\$44.99	
	3,001-4,000 work hours	\$30.57	\$39.38	\$48.17	
Underground Laborer Open Cut, Class VII					
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z3-7	\$28.51	\$36.28	\$44.05	X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$25.25	\$31.40	\$37.53	
	1,001-2,000 work hours	\$25.90	\$32.37	\$38.83	
	2,001-3,000 work hours	\$26.56	\$33.36	\$40.15	
	3,001-4,000 work hours	\$27.86	\$35.31	\$42.75	

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INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The {.....}, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any {.....}, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The AGENCY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the AGENCY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The CONTRACTOR acknowledges and agrees that:

- (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the CONTRACTOR's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
- (2) Criminal Fraud. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The AGENCY agrees to require, and assures that its CONTRACTOR require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

CHANGES TO FEDERAL REQUIREMENTS

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

TERMINATION (For projects over \$10,000)

a. Termination for Convenience (General Provision) The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to AGENCY to be paid. If the CONTRACTOR has any property in its possession belonging to the AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AGENCY directs.

b. Termination for Default [Breach or Cause] (General Provision) If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The AGENCY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by CONTRACTOR of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that AGENCY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by AGENCY shall not limit AGENCY 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.

g. Termination for Default (Transportation Services) If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of AGENCY goods, the CONTRACTOR shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The CONTRACTOR and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

h. Termination for Default (Construction) If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the AGENCY resulting from the CONTRACTOR's refusal or failure to complete the work within specified time, whether or not the CONTRACTOR's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work. The CONTRACTOR's right to proceed shall not be terminated, nor the CONTRACTOR charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include: acts of God, acts of the AGENCY, acts of another CONTRACTOR in the performance of a contract with the CONTRACTOR, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the CONTRACTOR, within [10] days from the beginning of any delay, notifies the AGENCY in writing of the causes of delay. If in the judgment of the AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of the AGENCY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

a. If, after termination of the CONTRACTOR's right to proceed, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CONTRACTOR.

i. Termination for Convenience or Default (Architect and Engineering) The AGENCY may terminate this contract in whole or in part, for the CONTRACTOR's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CONTRACTOR, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the CONTRACTOR to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the CONTRACTOR shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.

j. Termination for Convenience or Default (Cost-Type Contracts) The AGENCY may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the AGENCY or for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform

the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the CONTRACTOR by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR. If the termination is for the convenience of the AGENCY, the CONTRACTOR shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the AGENCY determines that the CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new work schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS (For projects over \$10,000)

The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C.

§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. **Equal Employment Opportunity.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) **General.** The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) **Equal Employment Opportunity Requirements for Construction Activities.** For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the CONTRACTOR agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. **Nondiscrimination on the Basis of Sex.** The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in

Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on the Basis of Age. The CONTRACTOR agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

g. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

h. Environmental Justice. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

i. Other Nondiscrimination Laws. The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

DISADVANTAGED BUSINESS ENTERPRISE

To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The CONTRACTOR agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26.

(2) The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26.

The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the CONTRACTOR’s DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative agreement for the Project. The CONTRACTOR agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the CONTRACTOR of the CONTRACTOR’s failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26

and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

DEBARMENT AND SUSPENSION (For projects over \$25,000)

The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <https://www.sam.gov/portal/public/SAM/> before entering into any subagreement, subagreement, lease, third party contract, or other arrangement in connection with the Project.

CARGO PREFERENCE REQUIREMENTS (FOR PROPERTY TRANSPORTED BY OCEAN VESSEL)

Use of United States-Flag Vessels - The CONTRACTOR agrees in compliance with 46 U.S.C. 1241/46 CFR Part 381:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MDOT (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA (FOR FOREIGN AIR TRANSPORT OR TRAVEL)

The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

DAVIS-BACON AND COPELAND "ANTI-KICKBACK" ACTS (For Construction Projects over \$2,000)

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly

period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written

request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

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

(2) **Withholding** - The AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the AGENCY may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of

wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the AGENCY for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. 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 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

(C) 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 (a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. 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 will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

SEISMIC SAFETY (NEW BUILDINGS AND ADDITIONS)

The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

ENERGY CONSERVATION

The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

PREFERENCE FOR RECYCLED PRODUCTS (CONTRACTS FOR ITEMS DESIGNATED BY EPA, WHEN PROCURING \$10,000 OR MORE PER YEAR)

To the extent applicable, the CONTRACTOR agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.*

1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ACCESS FOR INDIVIDUALS WITH DISABILITIES

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

STATE, TERRITORIAL, AND LOCAL LAW

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the CONTRACTOR must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the CONTRACTOR to violate any State, territorial, or local law, regulation, or ordinance, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

To be used for all procurements over \$3,000 if the federal Contract Clauses are not included in a third-party contract. Not required for small purchases (quotes) for items purchased off-the-shelf.

_____ acknowledges receipt of the **attached** Contract Clauses and
(Vendor Name)

certifies compliance with all federal requirements for _____
(Product description)

Being purchased by _____ under project authorization
(Transit Agency)

(Authorization Number)

VENDOR REPRESENTATIVE	TITLE
SIGNATURE (Vendor representative)	DATE

When this Appendix is required, submit the signed form and attached clauses to your project manager.