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*Operated by Transit Authority of the City of Omaha*

July 10, 2015

Dear Sir or Madam:

The Transit Authority of the City of Omaha, d/b/a Metro is requesting quotes for **Automotive Shop Vehicle Lifting, (Hoist) Equipment**. Detailed specifications and other information are included for your review.

An optional site review of the installation location on the premises will be conducted on at 11:00 AM CST, on Friday July 17, 2015.

**Quotes are due on/before 2:00 p.m. Central Time, Tuesday, July 21, 2015.** Quotes must be submitted on the Pricing Schedule form provided and faxed to 402-342-0949 or emailed to [joverfield@ometro.com](mailto:joverfield@ometro.com). Please refer to the Detailed Specifications if you cannot submit via email or fax.

**Please advise if your firm will not participate in this procurement.**

Sincerely,

A handwritten signature in cursive script that reads 'Judy Overfield'.

Judy Overfield  
Grant Administrator

## **DETAILED SPECIFICATIONS / SCOPE OF WORK**

Metro requests quotes for **Automotive Shop Vehicle Lifting, (Hoist) Equipment** per the salient characteristics listed.

This project will be paid for with Federal Transit Administration (FTA) funds to which the attached Federal Clauses are applicable; see Appendix A.

An optional site review of the installation location on the premises will be conducted at 11:00 AM, CST on Friday July 17, 2015.

Quotes are due on or before **2:00 PM, CST on Tuesday July 21, 2015** and shall include all the salient characteristics as outlined below. Attention is called to the requirements detailed in the General Comments.

Quotes for installation shall be delineated from the price of the equipment. Should the cost of installation for the lifts exceed \$2,000, the contract will be subject to the related attached Federal Clauses, and the attached Davis Bacon Wage Rates (see Appendix B).

### **AUTOMOTIVE HOIST EQUIPMENT CHARACTERISTICS**

#### **1X commercial grade four (4) post drive on lift,**

- Lifting capacity 14,000 pounds minimum
- Open front end column design with a single point of operation
- Single piece non-welded, non-skid surface runways with tracks for rolling jacks
- Shut-off switch turns the lift off when maximum height is reached
- Wheelbase minimum 188"
- Rise minimum height 74"
- Time of full rise, 80 seconds or less
- Width of runways, minimum 20"
- Minimum width between columns is 116", side to side
- Minimum drive-thru width is 102"
- ½" minimum steel lift cable
- ¼" thick minimum steel, 1-piece non-skid surface ramps
- Must have integrated post mounted safety locking system with locks at least every four (4) inches
- Air operated single point lock release located on post at motor location
- Hoist must have drive-on ramps at closed end and wheel stops at open end that are removable
- Power unit shall be 208- 230 volt single phase
- Power unit shall be two (2) hp motor minimum direct drive, attached to hydraulic reservoir, post mounted

- Power unit shall be located on the front lifting post
- Lifting cylinder located under runway
- Automatic rear ramp wheel chocks engage when vehicle is raised

#### **OPTIONS:**

- ADD: Metal, rolling, removable oil drain pan mounted on runway rails with integrated drain valve, splash guard, holds at least 5 gallons
- ADD: Internal air-line accessory must be installed to function both jacks simultaneously and two (2) additional ports for air hoses to be used by mechanic, one (1) on each ramp side, port design and final location to be agreed upon by owner.
- ADD: Supplied with two (2) 7,000 pound minimum lifting capacity rail mounted, rolling jacks, air operated with integrated airlines to each jack
- ADD: With post mounted air filter/ regulator & lubricator, owner to decide location

*Related lifts are American Lift, 4015 series; Forward Lift, CRO14 series; Rotary Lift SMO14 series*

#### **1X commercial grade 12,000 lifting capacity two post symmetrical lift**

- Minimum rise 72"
- Minimum overall height is 170", maximum height is 190", bidder to verify maximum height clearance
- Drive-thru width (clearance) minimum is 102"
- Clearance between posts minimum is 120"
- Chain rollers, ball bearing design
- Padded overhead safety shutoff bar
- Adjustable/ extendable front and rear arms
- Minimum front arm reach at least 30"
- Maximum front arm reach at least 52"
- Minimum rear arm reach at least 30"
- Maximum rear arm reach at least 45"
- Automatic arm restraints when hoist is raised
- Clearance for swing arms under vehicle 5" or less
- Power unit shall be 2 hp motor minimum, direct drive, attached to hydraulic reservoir, post mounted
- Voltage 208-230, single phase
- Power coat finish, owner to determine color if choice by manufacturer
- Hydraulic cylinder concealed in post
- Rubber pad swivel adapters
- Dual back-up safety lock system on posts with lock at least every 2 inches
- Single point lock release
- Chain over hydraulic
- Automatic arm restraint locks

- Lifting speed, rise 60 seconds or less, speed of lowering 45 seconds or less

**OPTIONS:**

- ADD: Optional rubber guards for doors and head guard for lift arms
- ADD: Base plate covers
- ADD: Lift organizer
- ADD: Truck/van adapter kit, slide over or screw type, adjustable to at least 4" in height with post mounted rack

*Related lifts are American Lift, Q12 series; Forward Lift, I12 series; Rotary Lift SPO12 series*

**1X commercial grade 10,000 pound lifting capacity two post symmetrical lifts**

- Minimum rise 72"
- Minimum overall height is 160", maximum height 174", bidder to verify maximum height clearance
- Drive-thru width (clearance) minimum is 94"
- Clearance between posts minimum is 110"
- Chain rollers, ball bearing
- Padded overhead safety shutoff bar
- Adjustable/ extendable front and rear arms
- Minimum front arm reach at least 30"
- Maximum front arm reach at least 52"
- Minimum rear arm reach at least 30"
- Maximum rear arm reach at least 45"
- Automatic arm restraints when hoist is raised
- Clearance for swing arms under vehicle 4.5" or less
- Power unit shall be 2 hp motor minimum, direct drive, attached to hydraulic reservoir, post mounted
- Voltage 208-230, single phase
- Power coat finish, owner to determine color if choice by manufacturer
- Hydraulic cylinder concealed in post
- Rubber pad swivel adapters
- Dual back-up safety lock system on posts with lock at least every 2 inches
- Single point lock release
- Chain over hydraulic
- Automatic arm restraint locks
- Lifting speed, rise 60 seconds or less, speed of lowering 45 seconds or less

**OPTIONS:**

- ADD: Optional rubber guards for doors and head guard for lift arms
- ADD: Base plate covers
- ADD: Lift organizer

- ADD: Truck/van adapter kit, slide over or screw type, adjustable to at least 4" in height with post mounted rack

*Related lifts are American Lift, Q10 series; Forward Lift, I-10 series; Rotary Lift SPO10 series*

**GENERAL COMMENTS:**

- 1) Contractor shall quote pricing for set-up and complete installation following manufacturer's instructions/requirements, as a separate line item for each associated Lift quoted.
- 2) Contractor assumes responsibility for installation and understands that there is underground electrical wiring in the installation areas.
- 3) Must bid on all 3 lifts, partial bidding not allowed.
- 4) **For all lifts, MUST BE:** ANSI UL Standard 201/ALI ALCTV-2011/ ETL certified lifts, an ALI Electrical & Mechanical gold product certification label must be affixed to each hoist.
- 5) Bid must include all freight charges, initial training and ready to use by owner.
- 6) Warranty start date commences with substantial completion of entire project.
- 7) Separate cut-off switch for power, electrical cut-off box or twist lock configuration, with ceiling mounted hanging cable to each hoist.
- 8) Contractor responsible for bringing all power to each hoist.
- 9) Each hoist must be on separate power circuit at power distribution panel.
- 10) Each circuit must be properly labeled in power distribution panel.
- 11) All wall and ceiling electrical lines from power distribution panel must be hardwired in EMT conduit.
- 12) Contractor must coordinate with owner for placement of all hoists, electrical and air line connections.
- 13) Supply air lines to hoists must come from existing overhead piping.
- 14) All electrical connections must follow all applicable local codes including National Electrical Code, ANSI/NFPA 70.
- 15) Contractor responsible for ensuring that all hoist installations do not interfere with existing interior components/piping/structures when vehicle is at full height on hoist.

**WARRANTY:**

- 1) Minimum basic warranty 2 year parts and labor from acceptance date by owner.
- 2) Structural warranty minimum 5 years

Metro and Contractor shall agree on an expedient timetable for completion. All work shall occur at the Metro facility located at 2222 Cuming Street, Omaha, NE 68102.

Quoted price shall not include federal, state and local taxes. Metro is tax exempt and shall furnish a tax exempt certificate upon request.

## **HOW TO SUBMIT YOUR QUOTE**

Take the steps below to submit your quote:

1. Locate the 'Pricing Schedule' form
2. Double check:
  - a. Dates
  - b. Monetary values for lifts
  - c. Monetary values for installation
  - d. Signatures on the price schedule
  - e. Signed Receipt of Federal Clauses
3. Metro prefers your quote to be submitted electronically to [joverfield@ometro.com](mailto:joverfield@ometro.com). If you are not able to submit via email you can:
  - a. Mail it to the Grant Administrator at 2222 Cuming Street, Omaha, NE 68102
  - b. Fax it to (402) 342-0949
  - c. Hand deliver it to 2222 Cuming Street, Omaha, NE, 68102
4. Due Date (regardless of submission method): on or before 2:00pm, Central Time, Tuesday, July 21, 2015.
5. Confirm Metro's receipt by contacting the Grant Administrator at [joverfield@ometro.com](mailto:joverfield@ometro.com) or (402) 341-7560 ext. 2601.

## **WAS YOUR QUOTE SELECTED?**

Quotes, unlike sealed bids, are not opened in public. Metro will review the quotes to determine if any of them are ineligible for future consideration. Metro will award a contract to the firm who provides the low, responsive, responsible quote.

Metro reserved the right in its discretion to: amend the Request for Quotes at any time prior to the due date by Addendum; reject all quotes; to waive minor irregularities contained in any quote; rely upon information obtained through its own investigation of the firm or its quote or that of any department, agency or any other appropriate governmental entity; and withdraw the Request for Quotes at any time, including after the due date, without awarding a contract.

## **SCHEDULE OF DATES**

Activity	On or Before		
	Time (CST)	Day	Date
Walk through of the premises and installation location	11:00a.m.	Friday	7/17/2015
Quote due Date – via email to <a href="mailto:joverfield@ometro.com">joverfield@ometro.com</a>	2:00p.m.	Tuesday	7/21/2015
Contract Award – Issue Notice to Proceed & P.O.	4:00p.m.	Wednesday	7/22/2015
Project Complete	4:00p.m.	Wednesday	9/30/2015

## **PROTESTS**

1. Protests made in connection with this solicitation shall be limited to those allowable by, and made in compliance with, the procedures established by the Authority, copies of which may be obtained from the Executive Director of the Authority upon written request. All protests shall be concise, direct and sufficient to permit the Authority to determine the full and complete basis therefore, fully supported by all current, relevant objective information, documentation or support considered necessary by the protestor that is completely accurate in all material respects. Procedures for appeals from any such decision are set forth in the Authority's protest procedures.
2. Protest of a denial or approval of any request for clarification or approved equal shall be made in writing received by the Grant Administrator by no later than ten (10) business days before the due date. The Authority shall decide the protest by no later than five (5) business days prior to the due date.
3. Protest of the award of a contract must be made in writing received by the Executive Director of the Authority not later than ten (10) business days after the earlier of the award of the Contract or the announced intention of the award of the Contract.
4. The filing or approval of any protest or appeal may result in the extension of the due date, the issuance of an Addendum, the withdrawal of the solicitation or the reconsideration of any award of a contract, in the sole discretion of the Authority.
5. In the event of an appeal from the award of a contract, the award shall not be considered final or binding upon the Authority unless the award is thereafter confirmed in writing by the Executive Director.
6. For information purposes only, the Federal Transit Administration (FTA) will not accept any protest or appeal from any decision of the Authority unless the Authority fails to have any written protest procedures, the Authority fails to follow such procedures or the Authority fails to review a timely protest. An Applicant must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) business days of the date the Applicant knew or should have known of the violation.

# **APPENDIX A**



## PRICING SCHEDULE

Project: Automotive Shop Vehicle Lifting, (Hoist) Equipment

Date \_\_\_\_\_

Project No. NE-90-X101

Specification No. 10-15

The undersigned hereby agrees to supply the goods and perform the Work in accordance with the Request for Quotes.

The undersigned understands that this Offer shall be examined by Metro, that it shall not be withdrawn for sixty (60) days and that no award shall be made until all required documentation is obtained.

Metro is exempt from payment of all federal, state and local taxes and these shall not be included in any pricing. Metro will furnish the successful Offeror with necessary tax exempt certificates upon request.

Quantity	Description	Unit Price	Total Price
1	<p><b><u>Commercial grade four (4) post drive on lift</u></b></p> <ul style="list-style-type: none"> <li>• Lifting capacity 14,000 pounds minimum</li> <li>• Open front end column design with a single point of operation</li> <li>• Single piece non-welded, non-skid surface runways with tracks for rolling jacks</li> <li>• Shut-off switch turns the lift off when maximum height is reached</li> <li>• Wheelbase minimum 188"</li> <li>• Rise minimum height 74"</li> <li>• Time of full rise, 80 seconds or less</li> <li>• Width of runways, minimum 20"</li> <li>• Minimum width between columns is 116", side to side</li> <li>• Minimum drive-thru width is 102"</li> <li>• ½" minimum steel lift cable</li> <li>• ¼" thick minimum steel, 1-piece non-skid surface ramps</li> <li>• Must have integrated post mounted safety locking system with locks at least every four (4) inches</li> <li>• Air operated single point lock release located on post at motor location</li> <li>• Hoist must have drive-on ramps at closed end and wheel stops at open end that are removable</li> <li>• Power unit shall be 208- 230 volt single phase</li> <li>• Power unit shall be two (2) hp motor minimum direct drive, attached to hydraulic reservoir, post mounted</li> <li>• Power unit shall be located on the front lifting post</li> <li>• Lifting cylinder located under runway</li> </ul>	\$ _____	\$ _____

	<ul style="list-style-type: none"> <li>Automatic rear ramp wheel chocks engage when vehicle is raised</li> </ul> <p><b>OPTIONS:</b></p> <ul style="list-style-type: none"> <li>ADD: Metal, rolling, removable oil drain pan mounted on runway rails with integrated drain valve, splash guard, holds at least 5 gallons</li> <li>ADD: Internal air-line accessory must be installed to function both jacks simultaneously and two (2) additional ports for air hoses to be used by mechanic, one (1) on each ramp side, port design and final location to be agreed upon by owner.</li> <li>ADD: Supplied with two (2) 7,000 pound minimum lifting capacity rail mounted, rolling jacks, air operated with integrated airlines to each jack</li> <li>ADD: With post mounted air filter/ regulator &amp; lubricator, owner to decide location</li> </ul> <p>*** Related lifts are American Lift, 4015 series; Forward Lift, CRO14 series; Rotary Lift SMO14 series</p>		
<b>Installation</b>	<b>Set-up and installation of Commercial grade four (4) post drive lift</b>	\$ _____	\$ _____
<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	<p><b><u>Commercial grade 12,000 lifting capacity two post symmetrical lift</u></b></p> <ul style="list-style-type: none"> <li>Minimum rise 72"</li> <li>Minimum overall height is 170", maximum height is 190", bidder to verify maximum height clearance</li> <li>Drive-thru width (clearance) minimum is 102"</li> <li>Clearance between posts minimum is 120"</li> <li>Chain rollers, ball bearing design</li> <li>Padded overhead safety shutoff bar</li> <li>Adjustable/ extendable front and rear arms</li> <li>Minimum front arm reach at least 30"</li> <li>Maximum front arm reach at least 52"</li> <li>Minimum rear arm reach at least 30"</li> <li>Maximum rear arm reach at least 45"</li> <li>Automatic arm restraints when hoist is raised</li> <li>Clearance for swing arms under vehicle 5" or less</li> <li>Power unit shall be 2 hp motor minimum, direct drive, attached to hydraulic reservoir, post mounted</li> <li>Voltage 208-230, single phase</li> <li>Power coat finish, owner to determine color if choice by manufacturer</li> <li>Hydraulic cylinder concealed in post</li> <li>Rubber pad swivel adapters</li> <li>Dual back-up safety lock system on posts with lock at least every 2 inches</li> <li>Single point lock release</li> <li>Chain over hydraulic</li> </ul>	\$ _____	\$ _____

	<ul style="list-style-type: none"> <li>• Automatic arm restraint locks</li> <li>• Lifting speed, rise 60 seconds or less, speed of lowering 45 seconds or less</li> </ul> <p><b>OPTIONS:</b></p> <ul style="list-style-type: none"> <li>• ADD: Optional rubber guards for doors and head guard for lift arms</li> <li>• ADD: Base plate covers</li> <li>• ADD: Lift organizer</li> <li>• ADD: Truck/van adapter kit, slide over or screw type, adjustable to at least 4" in height with post mounted rack</li> </ul> <p>*** Related lifts are American Lift, Q12 series; Forward Lift, I12 series; Rotary Lift SPO12 series</p>		
<b>Installation</b>	<b>Set-up and installation of Commercial grade 12,000 lifting capacity two post symmetrical lift</b>	\$ _____	\$ _____
<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	<p><b><u>Commercial grade 10,000 pound lifting capacity two post symmetrical lifts</u></b></p> <ul style="list-style-type: none"> <li>• Minimum rise 72"</li> <li>• Minimum overall height is 160", maximum height 174", bidder to verify maximum height clearance</li> <li>• Drive-thru width (clearance) minimum is 94"</li> <li>• Clearance between posts minimum is 110"</li> <li>• Chain rollers, ball bearing</li> <li>• Padded overhead safety shutoff bar</li> <li>• Adjustable/ extendable front and rear arms</li> <li>• Minimum front arm reach at least 30"</li> <li>• Maximum front arm reach at least 52"</li> <li>• Minimum rear arm reach at least 30"</li> <li>• Maximum rear arm reach at least 45"</li> <li>• Automatic arm restraints when hoist is raised</li> <li>• Clearance for swing arms under vehicle 4.5" or less</li> <li>• Power unit shall be 2 hp motor minimum, direct drive, attached to hydraulic reservoir, post mounted</li> <li>• Voltage 208-230, single phase</li> <li>• Power coat finish, owner to determine color if choice by manufacturer</li> <li>• Hydraulic cylinder concealed in post</li> <li>• Rubber pad swivel adapters</li> <li>• Dual back-up safety lock system on posts with lock at least every 2 inches <ul style="list-style-type: none"> <li>• Single point lock release</li> <li>• Chain over hydraulic</li> <li>• Automatic arm restraint locks</li> </ul> </li> <li>• Lifting speed, rise 60 seconds or less, speed of lowering 45 seconds or less</li> </ul>	\$ _____	\$ _____

	<p><b>OPTIONS:</b></p> <ul style="list-style-type: none"> <li>• ADD: Optional rubber guards for doors and head guard for lift arms</li> <li>• ADD: Base plate covers</li> <li>• ADD: Lift organizer</li> <li>• ADD: Truck/van adapter kit, slide over or screw type, adjustable to at least 4" in height with post mounted rack</li> </ul> <p>*** Related lifts are American Lift, Q10 series; Forward Lift, I-10 series; Rotary Lift SPO10 series</p>		
<b>Installation</b>	<p><b><u>Set-up and installation of Commercial grade 10,000 pound lifting capacity two post symmetrical lift</u></b></p>	\$ _____	\$ _____

\_\_\_\_\_  
Name of Individual, Partner or Corporation

\_\_\_\_\_  
Print Name of Authorized Representative                      Email Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Street Address/Mailing Address

\_\_\_\_\_  
Area Code & Telephone Number                      Fax Number

## **FEDERAL CLAUSES FOR PROCUREMENT OF CONSTRUCTION**

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- (1) The Purchaser 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 Purchaser, 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.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

- (1) The Contractor acknowledges that the provisions of 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 its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **ACCESS TO RECORDS**

- (1) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.

## **FEDERAL CHANGES**

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 current Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **CIVIL RIGHTS**

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity**
  - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) **ADA** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **TERMINATION**

(1) Termination for Convenience by Authority.

- (a) Any Contract, or any part thereof, awarded by the Authority pursuant to this RFCP shall be subject to termination at any time by the Authority upon notice in writing to be effective as of the date of receipt of such notice. Upon receipt of such notice, Contractor shall, unless otherwise specified in the notice, immediately stop all Work and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to Subcontractors to cease all related Work. In the event this Agreement is terminated by application of this Section (a), Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section (b). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against the Authority and the FTA.
- (b) In the event of termination for convenience pursuant to Section (a), Authority shall be responsible to pay the Contractor only for all authorized Work performed up to the date of termination and conforming to the Contract, without allocation of profit for unperformed, remaining or incomplete Work. In no event shall the aggregate charges to be paid by Authority pursuant to the preceding sentence exceed resulting from the percentage of the completed Work to that remaining multiplied by the aggregate Contract price. In the event of such termination, Contractor shall have no recourse against Authority except as earlier stated in this Section (b) and as follows: Contractor shall be entitled to receive reimbursement from Authority an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Authority, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Authority's reasonable satisfaction and shall supply Authority with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Authority for the amount of reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Authority, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens and assigns to Authority together with any subcontracts, duly assigned, that Authority is willing to assume.

(2) Suspension by Authority

Upon seven (7) days' prior notice, the Authority may suspend, delay, or interrupt for up to six (6) months the Work or the Project for the convenience of the Authority. In the event such suspension, delay, or interruption causes a change in Contractor's cost or time required for performance of the Work, the Parties will agree on an equitable adjustment through a written amendment to the Contract to be signed by Authority and Contractor. A suspension may be withdrawn by Authority upon five (5) days' written notice to Contractor. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Authority and Contractor shall be compensated by Authority as if this were a termination for convenience.

(3) Termination for Default by Authority. Without prejudice to any other remedy or recourse, including its right to seek damages, the Authority may:

- (a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Authority specifying any of the following events:

- (i) Insolvency of Contractor.
  - (ii) The filing of a meritorious petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code.
  - (iii) The conviction of Contractor of a felony in connection with the Work.
  - (iv) Failure to materially comply with any of the Laws.
  - (v) Any attempt to evade any material provision of the Contract or to practice any fraud or deceit upon Authority.
  - (vi) The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Authority inspectors or other officials administering or monitoring Work, including any federal, state or other public authority.
  - (vii) The failure to provide any required bond within ten (10) days of notice of the award of the Contract.
  - (viii) Any material misrepresentation by Contractor made at any time.
  - (ix) Contractor improperly assigns or attempts to assign the Contract or any of the Work.
  - (x) The failure to properly maintain, provide or permit Authority access to any books, records, bank accounts or documentation related to the Contract.
- (b) Terminate the Contract, if any of the following (which shall also constitute a material default or breach of the Contract) is not cured to the satisfaction of the Authority within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Authority specifying such breach or default:
- (i) Contractor fails to conform operations which are in violation of the Laws because of a change in the Laws within 30 days following the effective date of such change.
  - (ii) The failure to promptly pay any sums due to Authority within 5 days of notice.
  - (iii) Contractor refuses or fails to timely commence or perform the Work.
  - (iv) Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.
  - (v) Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.
  - (vi) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section.

Termination under this Section shall be effective as of the expiration of the period so specified without the necessity of further action by the Authority.

(4) Wrongful Termination by Authority

In the event the Authority shall wrongfully terminate the Contract, unless otherwise agreed by the Parties in writing, to re-instate or otherwise continue the Contract in accordance with its terms, the Authority's termination shall be construed to be a termination for convenience.

(5) Future Breach not Waived

No waiver by Authority of any breach or default by Contractor under the Contract shall operate or be construed to operate as a waiver of any other existing or future breach or default, whether of a similar or different character. Failure of the Authority to insist upon strict performance of any provision under this Agreement shall not constitute a waiver of, or estoppel against asserting the right to require strict performance of any other provision of this Agreement or the same provision in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later default or breach. No waiver by any Person of any default by any Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release of, said Party from performance of any other provision, condition or requirement herein; nor shall such waiver be deemed to be a waiver of, or in any manner a release of, said Party from future performance of the same provision, condition or requirement. Any delay or omission of any Party to exercise any right hereunder shall not impair the exercise of any such right, or



any like right, accruing to it thereafter. No waiver of a right created by this Agreement by one or more Parties shall constitute a waiver of such right by the other Parties except as may otherwise be required by law with respect to Persons not parties hereto. The failure of one or more Parties to perform its or their obligations hereunder shall not release the other Parties from the performance of such obligations.

(6) Contractor's Right to Terminate

Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section. In the event that the Authority fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Authority shall be in default under this Contract and Authority shall be allowed thirty (30) days from receipt of a written notice of such default from Contractor in which to cure such default, after which Seller may immediately terminate this Contract by written notice to Buyer. Any amount disputed by Authority to be due under this Contract must be disputed in good faith.

(7) Waiver of Contractor's Other Remedies

Except as provided in Section (6), Contractor waives any claim or other right it may have to proceed in law or equity against Authority or to otherwise obtain any money or any damages under or in respect to this Contract for any wrongful or other termination or for any default or breach in the keeping or performance of any warranty, covenant or obligation under or in respect to this Contract by Authority or for any other act, operation or omission of Authority in respect to the Contract, under any theory whatsoever.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- (1) The (Contractor, Sub-recipient, or Sub-contractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the (Contract or Agreement). The requirements of 49 C.F.R. Part 26 or at another Part if reissued and the Recipient's U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) Program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, Sub-recipient, or Sub-contractor) to carry out these requirements is a material breach of the (Contract Agreement), which may result in the termination of the (Contract or Agreement) or such other remedy as the Recipient deems appropriate.
- (2) The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within thirty (30) days following satisfactory performance of the sub-contractor's work. The prime contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days upon satisfactory completion of the sub-contractor's work. Any delay or postponement of payment may occur only for good cause following written approval of MAT. This clause applies to both DBE and non-DBE sub-contractors.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E dated June 19, 2003, 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The Authorities requests, which would cause The Authority to be in violation of the FTA terms and conditions.

**FLY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall

submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **STATE AND LOCAL LAW DISCLAIMER**

All regulations listed in this document apply to the Third Party Contractor in the same manner as they apply to The Authority. Offers will be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with.

## **ADA ACCESS**

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, 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 persons with disabilities, including any subsequent amendments to that Act, and 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

*This requirement applies to all construction contracts in excess of \$2,000.*

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- (5) **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.
- (6) **Contract Work Hours and Safety Standards Act** - (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- (7) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

## **CARGO PREFERENCE**

The contractor agrees:

- (1) 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.

- (2) 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 loading 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 the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- (3) 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.

### **METRIC REQUIREMENT**

As required by U.S. DOT or FTA, the Offeror agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, The Authority agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **RECYCLED PRODUCTS**

- (1) These requirements apply to contractors and sub-contractors at all tiers. The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.
- (2) The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **DAVIS-BACON ACT**

*This requirement applies to all construction contracts in excess of \$2,000.*

#### **Minimum wages**

- (1) (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 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 the workers can easily see it.

- (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 therefor 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 with 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 Authority 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 Authority 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 Authority 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 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 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 dispute 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.

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

*This requirement applies to all contracts in excess of \$25,000.*

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$25,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$25,000.

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to The Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact The Authority for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by The Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:  
  
"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"
  - (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The Authority may pursue available remedies including suspension and/or debarment.

#### **NEW EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **SPECIAL PROVISION – TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

a. Definitions - As used in this Special Provision:

- 1) Driving  
Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- 2) Text Messaging  
Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety - The Grantee is encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
  - a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
  - b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
  - c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- 2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
  - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- 3) Include this Special Provision in its sub-agreements with its sub-recipients and third party contracts and also encourage its sub-recipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub-agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

## RECEIPT OF FEDERAL CLAUSES

I have reviewed the attached Federal Clauses for Procurement of Construction in conjunction with Metro's installation of Automotive Shop Vehicle Lifting (Hoist) Equipment for which \_\_\_\_\_ has provided a quote and hereby affirms that it shall conform to and abide (insert company name) by all aforementioned requirements as set forth and any amendments thereto.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

# **APPENDIX B**

General Decision Number: NE150057 06/26/2015 NE57

Superseded General Decision Number: NE20140057

State: Nebraska

Construction Type: Building  
BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Douglas County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	02/20/2015
3	03/27/2015
4	06/26/2015

BRNE0001-001 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 25.96	13.69

\* CARP0427-001 06/01/2015

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation).....	\$ 25.24	11.57

\* CARP0427-004 06/01/2015

	Rates	Fringes
CARPENTER (Drywall Hanging, Finishing/Taping Only).....	\$ 25.24	11.57

ELEC0022-001 09/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 32.50	14.33

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ELEV0028-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.16	28.385+a+b

FOOTNOTE:

- a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
- b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0571-004 10/01/2013

	Rates	Fringes
OPERATOR: Crane.....	\$ 27.08	10.69
OPERATOR: Forklift.....	\$ 21.70	10.69

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IRON0021-002 06/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.38	13.04

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LABO1140-003 01/01/2015

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 17.98	9.40

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PLUM0016-003 06/15/2014

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 34.33	11.95

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PLUM0464-006 05/26/2013

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC System Installation).....	\$ 32.94	14.59

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SFNE0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.10	17.62

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SHEE0003-001 07/01/2014

	Rates	Fringes
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SHEET METAL WORKER (Including HVAC Duct & System Installation).....\$ 32.54                   14.23  
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SUNE2011-031 10/27/2011

	Rates	Fringes
CAULKER.....	\$ 17.13	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 18.44	4.08
ELECTRICIAN (Low Voltage Wiring).....	\$ 21.54	5.99
FORM WORKER.....	\$ 19.07	3.84
GLAZIER.....	\$ 17.67	1.71
LABORER: Common or General.....	\$ 15.47	5.34
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.55	5.72
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.11	0.91
OPERATOR: Loader.....	\$ 20.76	4.64
PAINTER: Brush, Roller and Spray.....	\$ 14.26	0.00
ROOFER.....	\$ 13.57	0.77
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 14.77	1.41

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.  
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END OF GENERAL DECISION

