

## EXHIBIT A

### ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in this Contract, they shall have the meanings set forth below:

<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>AET</b>	All Electronic Tolling
<b>ASTM</b>	American Society of Testing and Materials
<b>AVC</b>	Automatic Vehicle Classification
<b>CD ROM</b>	Compact Disc Read Only Memory
<b>CFR</b>	Code of Federal Regulations
<b>CSC</b>	Customer Service Center
<b>DBE</b>	Disadvantaged Business Enterprise
<b>EPD</b>	Escrowed Proposal Documents
<b>FHWA</b>	Federal Highway Administration
<b>FONSI</b>	Finding of No Significant Impact
<b>ITC</b>	Innovative Technical Concept
<b>ITP</b>	Instructions to Proposers
<b>KPTIA</b>	Kentucky Public Transportation Infrastructure Authority
<b>KYTC</b>	Kentucky Transportation Cabinet
<b>MOMS</b>	Maintenance On-Line Management System
<b>NEPA</b>	National Environmental Policy Act
<b>NHPA</b>	National Historical Preservation Act
<b>NTP</b>	Notice to Proceed
<b>OSHA</b>	Occupational Safety and Health Administration
<b>OVT</b>	Owner Verification Tests
<b>PCO</b>	Potential Change Order
<b>PDR</b>	Preliminary Design Review
<b>PHS</b>	Project Host Server
<b>PM</b>	Program Manager
<b>PMP</b>	Project Management Plan
<b>QC</b>	Quality Control
<b>RFP</b>	Request for Proposals
<b>ROD</b>	Record of Decision
<b>ROE</b>	Right of Entry
<b>ROW</b>	Right-of-Way

<b>RPLS</b>	Registered Professional Land Surveyor
<b>SH</b>	State Highway
<b>SWPP</b>	Storm Water Pollution Prevention Plan
<b>USACE</b>	United States Army Corps of Engineers
<b>USDOT</b>	United States Department of Transportation

**AASHTO Guidelines** shall mean the standards for design and construction of roadways and related facilities promulgated by the American Association of State Highway and Transportation Officials.

**Acceleration Costs** shall mean those fully documented increased costs reasonably incurred by Contractor (that is, costs over and above what Contractor would otherwise have incurred) which are directly and solely attributable to increasing the rate at which the work is performed in an attempt to complete necessary elements of the work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision and any unexpected material, equipment or crew movement necessary for re-sequencing in connection with acceleration efforts and/or a Recovery Schedule.

**Affiliate** shall mean: (1) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Contractor, and (2) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by Contractor, any Affiliate of Contractor under clause (1) of this definition. For purposes of this definition the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

**All Electronic Tolling (AET) System** shall mean the identification and processing of all vehicles and tolls in an open road environment through electronic means either through the use of an RFID Transponder or an electronic camera image of the license plate or a combination of those modes.

**Application for Payment** means a written application from the Contractor to the Joint Board requesting payment for work, satisfying all the requirements of Section 6.1.2 of the Contract, and in the form of the application and certificate set forth in Exhibit C to this Contract.

**As-Built Drawings** shall mean documents and other items set forth in the Scope of Work that constitute a complete and accurate record of the RBOC Component as designed, delivered, installed, and approved. The As-Built Drawings shall clearly indicate the interface with the ETC Component and the Operations Services Component of the RFP.

**Authorized Representative** shall mean the individuals authorized to make decisions and bind the parties on matters relating to the Contract Documents pursuant to of this Contract.

**Automatic Vehicle Classification (AVC)** shall mean the process for automatic vehicle detection, separation, and classification of vehicles used for the determination of tolls due.

**Basic Configuration** shall mean the following elements defining the Project as set forth in the Owner Design Documents:

- (a) the number of tolled lanes,
- (b) the approximate location of the toll collection points,
- (c) the approximate location of entry and exit points,
- (d) the approximate location of interchanges and the type of interchanges,
- (e) the approximate right-of-way limits; and
- (g) defined Toll Zones.

**Change in Law** shall mean the enactment, adoption, modification, repeal or other change in any Law that occurs after the issuance of the NTP, including any change in the judicial or administrative interpretation of any Law, or adoption of any new Law, which is materially inconsistent with Laws in effect on the NTP issuance date, but excluding any such change in or new Law which was passed or adopted but not yet effective as of the NTP issuance date.

**Change Order** shall mean a written order issued by the Joint Board to Contractor delineating changes in the requirements of the Contract Documents in accordance with Section 4 of this Contract and establishing, if appropriate, an adjustment to a Price, or a Completion Deadline.

**Claim** shall mean a separate demand by Contractor, which is disputed by the Joint Board, for a time extension under this Contract, or payment of money or damages arising from work done on behalf of Contractor in connection with this Contract.

**Code Escrow Agent** shall mean the escrow company that holds the Source Code Escrow.

**Commercial Off-the-Shelf Software (COTS)** shall mean commercially available off-the-shelf Software that is sold to the general public in the same precise form and requires little to no modification to use.

**Completion Deadline** shall mean a Substantial Completion Acceptance Deadline, Punch List Acceptance Deadline and/or Formal Acceptance Deadline, as the case may be.

**Construction Change Directive** shall mean a written order meeting the requirements set forth in Section 4.3.2 of the Contract that directs the Contractor to perform changes in the Work.

**Construction Documents** shall mean all shop Drawings, working Drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary or desirable for installation, integration and construction of the Project in accordance with the Contract Documents.

**Construction Price** shall mean, for each Crossing, the Operations Center or a Walk-in Center, the specified portion of the Contract Price that is the lump sum fixed price compensation payable to Contractor for the Work necessary to achieve Formal Acceptance of the Work for such Crossing (or any separate bridge included within such Crossing), the Operations Center or Walk-in Center, as the case may be, and with respect to the System, the specified portion of the Contract Price that is the total compensation payable to the Contractor for the Work necessary to achieve System Formal Acceptance.

**Construction Quality Plan** shall mean the comprehensive program for assuring construction quality control under which monitoring of construction activities is to be performed to maintain and ensure compliance with Environmental Laws and Contract Documents submitted by Contractor as required by Section 4.1.15 of the RFP.

**Contract** shall mean the Toll Collection System Roadside Back Office Component Toll Collection System Contract made and entered into the day of \_\_\_\_\_ 2013 between the Commonwealth of Kentucky acting by and through its agent, the Kentucky Transportation Cabinet, acting in its official capacity and hereinafter referred to as KYTC, as the entity designated to procure this Contract by resolution of the Joint Board in accordance with the Interlocal Agreement, and the Contractor,

**Contract Documents** shall mean this Contract, including all exhibits, and the other documents listed in Section 1.2 of this Contract, including all amendments to the foregoing, and all Change Orders and Construction Change Directives issued.

**Contract Price** shall mean the fixed price that the Joint Board shall pay to the Contractor to complete the Scope of Work, including the Construction Price, the Warranty Price and the Maintenance Price, all as specified in the Contract Price Proposal.

**Contract Price Proposal** shall mean Appendix I-1 Tolling Component One RBOC Price Proposal sheets of the Contractor's Proposal, indicating Contractor's lump-sum fixed price proposal for performing the Work to complete the Project.

**Contract Time** shall mean the time specified in the Contract Documents for completion of the Work. This time may be specified as a fixed date, a given number of days, or a combination of both. The Contract Time may be amended by mutual written agreement to include authorized extensions of time as the Contract requires.

**Contractor** shall mean \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of [state], together with its partners, employees, agents, officers, directors, representatives, consultants, successors and assigns.

**Contractor-Related Entities** shall mean (i) Contractor, (ii) partners, joint venturers and/or members in or with Contractor, (iii) Subcontractors (including Suppliers), (iv) any other Persons performing any of the Work, (v) any other Persons for whom Contractor may be legally or contractually responsible, and (vi) the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

**Contractor's Designated Representative** shall mean \_\_\_\_\_, or such other Person as Contractor may designate in writing from time to time pursuant to Section \_\_\_\_ of the Contract.

**Contractor's Project Manager** shall mean the person that is the focal point for all correspondence and liaison activities as referenced in Section 4.1.12.4 of the RFP.

**Critical Path** shall mean each critical path on the Project Schedule, which ends on a Completion Deadline (i.e. the term shall apply only following consumption of all available Float in the schedule for such Completion Deadline). The lower case term "critical path" shall mean the activities and durations associated with the longest path(s) through the Project Schedule.

**Critical Path Method (CPM)** shall mean a method for scheduling the work where all major components of the work are laid out in a diagram to show the proper sequencing of tasks and the necessary time required for each task, showing which tasks are critical to each other.

**Crossing or Crossings** shall mean and refer to either the Downtown Crossing (or either of its component bridges, consisting of the New Downtown Crossing and the Kennedy Crossing) or the East End Crossing individually, or any combination of such bridges, collectively.

**Day or day** shall mean calendar days unless otherwise expressly specified.

**DBE Performance Plan** shall mean Contractor's plan for meeting the DBE participation goal for the Project.

**DBE Program** shall mean the DBE program designed by the Joint Board for federally assisted non-traditional contracts.

**Delay Reporting Liquidated Damages** shall mean the amount that Contractor is required to pay to the Joint Board pursuant to Section 8.3 of this Contract.

**Deliverable** shall mean an end product or other item/element/submission requiring the Joint Board concurrence and/or acceptance.

**Design-Builder** shall mean Walsh Construction Company, as the design builder of the Downtown Crossing, including its successors and assigns.

**Design Documents** shall mean all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals, including but not limited to the software development plan, system requirements document, Preliminary Detailed Design Documents, Final Design Documents, and System Detailed Design Document. the Software and other materials required to adequately document the System as designed, and necessary for, or related to, the design, installation, integration, testing and maintenance of the Project in accordance with the Contract Documents, the Governmental Approvals and applicable Law.

**Detailed Design Documentation (DDD)** shall mean design documentation related to each tolling component as set forth in the Scope of Work Section 3.10.1.

**Detail Design Review (DDR)** shall mean review of the Preliminary Design Documentation as provided in Section 3.12.3.3 of the Scope of Work.

**Developer** shall mean WVB East End Partners, LLC, as the developer of the East End Crossing, including its successors and assigns.

**Development Agreement:** means the agreement between INDOT, IFA, KYTC, KPTIA, and the Louisville and Southern Indiana Bridges Authority signed on October 16, 2012, which defines the roles and responsibilities for procurement, revenue sharing, financing, construction, tolling, operation, and maintenance of the Project under a single financial plan and Project Management Plan.

**Deviations** shall mean any change, deviation, modification or alteration from the requirements of the Contract Documents, applicable Law and the Governmental Approvals.

**Differing Site Condition** shall mean: (1) subsurface or latent conditions encountered at the actual boring holes identified in the geotechnical reports included in the Reference Documents listed in Appendix K of the RFP which differ materially from those conditions indicated in the geotechnical reports for such boring holes; or (2) physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in this Agreement. The term shall specifically exclude all such conditions of which Contractor had actual or constructive knowledge as of the Proposal Date. The foregoing definition specifically excludes (a) changes in surface topography; (b) variations in subsurface moisture content; (c) Utility facilities; (d) Hazardous Materials,

including contaminated groundwater; and (e) any conditions which constitute or are caused by a Force Majeure Event.

**Disadvantaged Business Enterprise** or **DBE** shall mean a firm certified through the federally-mandated process by the Kentucky Office of Civil Rights and Small Business Development or the INDOT Economic Opportunities Division.

**Downtown Crossing** shall mean the construction, reconstruction, operation, and maintenance of the Kennedy Crossing and the New Downtown Crossing. When the context so requires, Downtown Crossing shall mean both bridges being constructed/reconstructed by the Kentucky design-build team to carry I-65 traffic, consisting of the Kennedy Crossing and the New Downtown Crossing.

**Downtown Crossing Final Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion** shall mean Substantial Completion of the Downtown Crossing.

**Downtown Crossing Final Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion Acceptance Date** shall mean the date on which Contractor has reached Substantial Completion Acceptance for all parts of the Downtown Crossing (Toll Zones DB-1, R-1, R-2 and KB-1).

**Downtown Crossing Final Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion Acceptance Deadline** shall mean the guaranteed date by which Contractor must achieve Downtown Crossing (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion Acceptance.

**Downtown Crossing Initial Configuration** shall mean the tolling configuration(s) for Toll Zones DB-1, R-1, R-2, and KB-1, as it may be adjusted from time to time, that will be in place in the event the Developer achieves Substantial Completion Acceptance of the East End Crossing prior to the Design-Builder achieving Substantial Completion Acceptance of the Downtown Crossing. If the East End crossing is open to traffic before the New Downtown Crossing, the Downtown Crossing Initial Configuration shall refer only to Toll Zone KB-1 until such time as the New Downtown Crossing is open to traffic.

**Downtown Crossing Temporary Tolling Configuration Mobilization Date** shall mean, with respect to each of the Kennedy Crossing and the New Downtown Crossing, the date on which the Design Builder has completed design and installation of all roadway infrastructure elements that are Design Builder's responsibility and that are necessary to achieve Downtown Crossing Initial Configuration Substantial Completion Acceptance, including civil work and utilities, to a sufficient level of completion that will enable the Contractor to complete its installation, integration and testing Work to the point necessary to achieve Downtown Crossing Initial Configuration Substantial Completion Acceptance. The RBOC System support elements to be provided by the Design Builder as a condition to the Downtown Crossing Temporary Tolling

Configuration Mobilization Date for each of the Kennedy Crossing and the New Downtown Crossing include the following elements for each such Crossing:

- Tolling gantries to cover both directions of traffic in the area that is identified in the yellow highlighted section on the location drawing in the Reference Document, Exhibit ET-0, for the relevant Crossing.
- Concrete foundation slab and cabinet for the control cabinet that shall be located near the tolling gantries.
- Conduits under the roadway at each of the tolling zones in order for the Contractor to connect its equipment between the two gantries at each site.
- Fiber optic stub points/junction boxes at each of the tolling zone sites, at each location where equipment shall be installed by Contractor, and to the TDC building that requires connection to the fiber backbone.
- Commercial power to all of the tolling zones, other System equipment locations, and to the TDC building.
- Static signs and footings.
- Site grading, drainage, pavement, and utilities to accommodate the on-site TDC building which shall be designed and installed by Contractor.

**Downtown Crossing Initial Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion** shall mean Substantial Completion of the temporary tolling configuration of the Downtown Crossing for Toll Zones DB-1, R-1, R-2, and KB-1), as it may be adjusted from time to time until the Design Builder has achieved Substantial Completion as defined in the Design Build Contract for both the New Downtown Crossing and the Kennedy Crossing. If the East End crossing is open to traffic before the New Downtown Crossing, the Downtown Crossing Initial Configuration Substantial Completion shall refer only to Toll Zone KB-1 until such time as the New Downtown Crossing is open to traffic.

**Downtown Crossing Initial Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion Acceptance Date** shall mean the date or dates on which Downtown Crossing Initial Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion Acceptance occurs.

**Downtown Crossing Initial Configuration (Toll Zones DB-1, R-1, R-2 and KB-1) Substantial Completion Acceptance Deadline** has the meaning set forth in Section 3.3.2(d) of the Contract.

**East End Crossing** shall mean the construction, operation, and maintenance of a new bridge to connect the Gene Snyder Freeway in Kentucky to the Lee Hamilton Highway in Indiana, completing I-265's loop around the Louisville-Southern Indiana



metropolitan area. When the context so requires, East End Crossing shall mean the bridge being built by the Indiana Developer to carry I-265 traffic.

**East End Crossing Substantial Completion** shall mean Substantial Completion of the East End Crossing.

**East End Crossing Substantial Completion Acceptance Date** shall mean the date on which Substantial Completion Acceptance of the East End Crossing occurs.

**East End Crossing Substantial Completion Acceptance Deadline** shall mean the guaranteed date by which Contractor must achieve East End Crossing Substantial Completion Acceptance.

**Effective Date** shall mean the date of this Contract or such other date as shall be mutually agreed upon in writing by the Joint Board and Contractor.

**End of Maintenance Term Acceptance** shall mean the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 9.4 of this Agreement.

**Environmental Approvals** shall mean all Governmental Approvals arising from or required by any Environmental Law in connection with development of any portion of the Project.

**Environmental Law** shall mean any Law that regulates or governs the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, including: (1) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, *et seq.*); (2) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*); (3) the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*); (4) the Toxic Substances Control Act (15 U.S.C. §§ 2601, *et seq.*); (5) the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*); (6) the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*); (7) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001, *et seq.*); (8) the Oil Pollution Act (33 U.S.C. §§ 2701, *et seq.*). With respect to work in the State of Kentucky, the term Environmental Law shall also mean and include all applicable Kentucky laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, and with respect to Work in the State of Indiana, the term Environmental Law shall also mean and include all applicable Indiana laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment. The term "Environmental Law" shall not include the Occupational Safety and Health Act (29 U.S.C. Section 651, *et seq.*).

**Error** shall mean an error, omission, inconsistency, inaccuracy, deficiency or other defect.

**Escrowed Proposal Documents** or **EPDs** shall have the meaning set forth in Section 16.9.1 of this Agreement.

**ETC Component**: shall mean a system of integrated devices and components that perform the automatic recording and reporting of vehicle transactions through electronic media in a Toll Collection System.

**ETC Contractor** shall mean the firm entity or entities that ultimately executes a Contract with the Joint Board to perform the work for Tolling Component Two.

**Event of Default** shall have the meaning set forth in Section 10.3.1 of this Contract.

**Expendable Materials** shall mean construction materials (e.g. lumber, steel, concrete, re-bar) and equipment (e.g. shovels, power tools, office equipment, computers) that are completely incorporated into the work or have no salvage value at completion of the work.

**Federal Requirements** shall mean the provisions required to be part of federal-aid construction contracts, including but not limited to the provisions set forth in Exhibit to this Contract.

**Field Ready** has the meaning set forth in Section 9.1A.1 of the Contract.

**Field Ready Deadline** shall mean the earlier to occur of the Downtown Crossing Temporary Tolling Configuration Infrastructure Mobilization Date or the Tolling Infrastructure Turnover for the East End Crossing. According to the current construction schedules, which are subject to change as construction progresses, the Field Ready Deadline is calculated to occur on January 1, 2016.

**Final Application for Payment** shall mean the final Application for Payment submitted by the Contractor pursuant to Section 6.4 upon achieving System Formal Acceptance.

**Final Design** shall mean, depending on the context: (a) the Final Design Documents, (b) the design concepts set forth in the Final Design Documents or (c) the process of development of the Final Design Documents.

**Final Design Documents** shall mean the complete final Design Documents, and System Detailed Design Documents, including but not limited to construction, installation and integration Drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records, and submittals needed by Contractor to build, install, integrate, test and maintain the System and satisfying the requirements presented in Appendix B of the Scope of Work.

**Final Maintenance Payment** shall mean payment by the Joint Board of the final installment of the Maintenance Price.

**Final Maintenance Price Application for Payment** shall mean the Contractor's application for payment of the Final Maintenance Payment prepared and submitted pursuant to Section 6.6.

**Final Payment** shall mean payment by the Joint Board of the final installment of the Contract Price with respect to the design, construction, integration and installation of the Project.

**Fiscal Year** shall mean the calendar year or any other consecutive 12-month period selected by Contractor and approved by the Joint Board.

**Float** shall mean generally the difference between early completion times and late completion times for activities as shown on the Project Schedule, and shall include any float contained within an activity as well as any period containing an artificial activity (that is, one which is not encompassed within the meaning of "work"), as more particularly described in Section 3.5.2 of this Contract.

**Force Account Change Order** shall mean a Change Order issued in accordance with Section 4.6.6 of this Agreement.

**Force Majeure Event** shall mean any of the events listed in Section 4.8.1 of the Contract, subject to the exclusions listed in clauses (i) through (vii) below, which materially and adversely affects Contractor's obligations, provided such events are beyond the control of the Contractor-Related Entities and are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any of the Contractor-Related Entities, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Contractor:

The term "**Force Majeure Event**" shall be limited to the matters listed in Section 4.8.1 and shall apply only on an individual Crossing basis. The occurrence of a Force Majeure Event as to any Bridge project shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridges and aspects. "**Force Majeure Event**" specifically excludes from its definition the following matters which might otherwise be considered a force majeure event:

- (i) any fire or other physical destruction or damage, or delays to the Project which occur by action of the elements, including lightning, explosion, drought, rain, flood, snow, storm, except as specified in clause 4.8.1 of the Contract;
- (ii) except as provided in Section 4.8.1 of the Contract, malicious or other acts intended to cause loss or damage or other similar occurrence, including vandalism or theft;
- (iii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence;

- (iv) the suspension, termination, interruption, denial, failure to obtain, non-renewal or change in any requirements of any Governmental Approval, except for any such matter falling within the scope of Section 4.8.1 of the Contract;
- (v) any increased costs or delays related to failure to obtain any approval, work or other action from a Utility Owner, except to the extent directly due to any of the matters listed in Section 4.8.1 of the Contract;
- (vi) the presence at, near or on a Project Site, as of the date upon which the NTP is issued, of any Hazardous Material, including substances disclosed in documents made available or provided to the Contractor by the Joint Board prior to the date upon which the NTP is issued, as well as any substances contained in any structure required to be demolished in whole or in part or relocated as part of the work;
- (vii) any matters not caused by the Joint Board or beyond the control of the Joint Board and not listed in Section 4.8.1 of the Contract.

**Formal Acceptance** shall mean the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 9.3 of this Contract.

**Formal Acceptance Date** shall mean the date on which Formal Acceptance occurs.

**Formal Acceptance Deadline** shall mean the guaranteed date by which Contractor is required to achieve Operations Center Formal Acceptance, Walk-in Center Formal Acceptance, a Crossing Formal Acceptance, or System Formal Acceptance.

**Functional Availability** or **Functional Service Availability** shall have the meaning set forth in Section B.21.1 of the Scope of Work.

**Generally Accepted Accounting Principles** shall mean such accepted accounting practice as, in the opinion of the accountant, conforms at the time to a body of generally accepted accounting principles.

**Governmental Approval** shall mean any permit, license, consent, authorization, waiver, variance or other approval, guidance, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, local, or federal regulatory agencies, agents, or employees, which authorize Work, but excluding any such approvals given by or required from any Governmental Entity in its capacity as a Utility Owner.

**Governmental Entity** shall mean any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or

statutory instrumentality, administrative agency, authority, body or entity other than the Joint Board.

**Guarantor** shall mean any Person providing a guaranty with respect to Contractor's obligations under this Agreement.

**Hardware** shall mean the physical, tangible and permanent components of a computer or data processing system.

**Hazardous Materials** shall mean (i) any chemical, material or substance at any time defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "bio-hazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of the owners, operators, users or any Persons in the vicinity of the Project or to the indoor or outdoor environment.

**Hazardous Materials Management** shall mean sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under applicable Law.

**Hazardous Materials Management Plan** shall mean the Contractor's Plan for Hazardous Materials Management if Hazardous Materials or recognized Potential Environmental Conditions are encountered.

**Indemnified Parties** shall have the meaning assigned such term in Section 11.1.1 of the Contract.

**Indiana Department of Transportation (INDOT)** shall mean an Indiana state agency responsible for planning, building, and operating Indiana's transportation system, including the development and implementation of a strategic plan to meet the needs of Indiana and its stakeholders, and to enhance economic development.

**Indiana Finance Authority (IFA)** shall mean a body politic and corporate with authority to assist Indiana in the financing, acquisition, building, and equipping of structures for state use, including highways, toll roads, and bridges.

**Innovative Technical Concept (ITC)** shall mean a Contractor's proposal of an innovative, cost-effective technical solution for the project that exceeds the State Board's design and/or construction criteria.

**Interlocal Agreement** shall mean the Agreement among IFA, INDOT, KYTC, and KPTIA and approved by the Indiana and Kentucky Attorney Generals, dated December 17, 2012 creating the Joint Board.

**Joint Board** shall mean a board created by the Interlocal Agreement composed of the Public Finance Director of the State of Indiana, the Chairperson of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT, or any of their representatives or their respective successors. The Joint Board may designate one or more individuals or groups of individuals to administer this solicitation and the Contract(s). Any reference made to the Joint Board in this document shall mean the Joint Board or its designee. Specifically, "Joint Board approval" means approval by a designee of the Joint Board unless the nature and scope of the approval contemplated would require a formal resolution in accordance with Joint Board bi-laws.

**Joint Board-Caused Delays** shall mean unavoidable delays arising from the following matters and no others, but only to the extent that they (i) materially adversely affect a Critical Path, (ii) are not mitigated by or susceptible to handling by a work around or consumption of Float, and (iii) are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or violation of Law of or by any of the Contractor-Related Entities:

- (a) Joint Board-Directed Changes;
- (b) failure or inability of the Joint Board to provide responses to proposed schedules, plans, Design Documents, condemnation and acquisition packages, and other submittals and matters for which response is required, within the time periods (if any) indicated in the Contract Documents, or other failure of the Joint Board to act within a reasonable time period with respect to actions which it is required to take under this Contract, including failure to provide Contractor with access to the Site in accordance with the approved Project Schedule, following delivery of written notice from Contractor reasonably requesting such action in accordance with the terms and requirements of this Agreement;
- (c) uncovering, removing and restoring Work pursuant to Section 7.1 of this Contract, if such Work exposed or examined is in conformance with the requirements of the Contract Documents, the Governmental Approvals and applicable Law, unless such

conforming Work was performed or materials used without adequate notice to and opportunity for prior inspection by the Joint Board; and

Any suspension of Work arising from litigation shall not be considered a Joint Board-Caused Delay (although it may qualify as a Force Majeure Event under clause (j) of the definition of “**Force Majeure Event**”) despite the fact that the Joint Board may specifically direct Contractor to suspend the Work. Joint Board-Caused Delays shall apply only on an individual Bridge basis. The occurrence of a Joint Board-Caused Delay as to a single Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridge or aspects.

**Joint Board Designated Representative** shall mean the Persons designated as the Joint Board Designated Representative(s) in Exhibit \_\_\_\_.

**Joint Board-Directed Changes** shall mean any changes in the Scope of Work or terms and conditions of the Contract Documents (including changes in the standards applicable to the Work) that increase Contractor’s costs, which the Joint Board has directed Contractor to perform as described in Section 4.3 of this Contract.

**Joint Board Member Contractor** shall mean any contractor or consultant hired by IFA, INDOT, KYTC, or KPTIA for the LSIORB Project.

**Joint Board-Provided Approvals** shall mean, with respect to each Crossing, as applicable, the following:

- (a) the ROD or FONSI, as appropriate;
- (b) nationwide permit for the placement of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (33 U.S.C. § 1344) and certification that the actions permitted under the Section 404 permit are in compliance with State water quality requirements and other applicable State laws under Section 401 Water Quality Certification (33 U.S.C. § 341)(1986); and
- (c) approvals under the National Historic Preservation Act (16 U.S.C. § 470(f)) and implementing regulations (36 C.F.R §§ 800, *et seq.*) to the extent The Joint Board has agreed to be responsible therefor.

**Kennedy Crossing** shall mean the bridge currently carrying I-65 traffic which is to be rehabilitated and reconstructed to carry only I-65 southbound traffic.

**Kentucky Public Transportation Infrastructure Authority (KPTIA)** shall mean an independent de jure municipal corporation and political subdivision of the Commonwealth of Kentucky with the authority to participate in the construction, operation, financing, and oversight of significant transportation projects connecting Kentucky and Indiana, and to review, approve, and monitor all such projects, and to

assist with the operation, financing, and management thereof in accordance with KRS Chapter 175B.

**Kentucky Transportation Building** shall mean 200 Mero Street, Frankfort, KY 40622.

**Kentucky Transportation Cabinet (KYTC)** shall mean a department and agency of the Commonwealth of Kentucky responsible for, and with authority to direct and control the establishment, construction, and maintenance of Kentucky's primary road system. In terms of its role as procuring agency for the Contract(s), KYTC is acting on behalf of the Joint Board.

**Key Personnel** shall mean those Contractor personnel positions specified in Section 4.1.12.5 of the RFP and those personnel and individuals set forth in Exhibit E of this Contract.

**Law** or **Laws** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to any portion of the Project, any ROW, and/or the Work, whether now or hereafter in effect, including Environmental Laws.

**Lien** shall mean any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

**Liquidated Damages** shall mean the amounts designated as liquidated damages that Contractor is required to pay to the Joint Board pursuant to Section 7.13, and Section 8 of the Contract, and RFP Section 4.1.12.5 and Appendix B Section B.23.

**Losses** shall mean any loss, damage (including personal injury, property damage and natural resource damages), injury, liability, cost, expense (including attorneys' fees and expenses (including those incurred in connection with the enforcement of any provision of this Agreement)), fee, charge, demand, investigation, proceeding, action, suit, claim, judgment, penalty, fine or Third Party Claims.

**Louisville-Southern Indiana Ohio River Bridges Project (LSIORB Project) or (Project)** shall mean the construction, reconstruction, operations, maintenance, and tolling of the Downtown Crossing and the East End Crossing.

**Maintenance Manager** shall mean the Contractor's key personnel in charge of Project maintenance.



**Maintenance Online Management System (MOMS)** shall mean an automated, fully integrated system that monitors the status of operational equipment in real-time, records equipment and process failures, notifies maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between Contractors and the Joint Board.

**Maintenance Option** shall mean either or both of the Joint Board's two options to extend the period of time during which the Contractor is required to maintain the System for up to two additional two year periods in accordance with the terms of the Contract, as the context so requires.

**Maintenance Option Period** shall mean a two year period of time during which the Contractor is required to maintain the System upon the Joint Board's exercise of a Maintenance Option.

**Maintenance Option Price** shall mean the lump sum fixed price compensation to be paid to the Contractor for maintaining the system during a Maintenance Option Period.

**Maintenance Payment Bond** shall have the meaning set forth in Section 12.2.4 of this Agreement.

**Maintenance Performance Bond** shall have the meaning set forth in Section 12.2.4 of this Agreement.

**Maintenance Plan** shall mean the written maintenance plan and procedures developed by Contractor and approved by the Joint Board as provided in Section 15.18.2.

**Maintenance Price** shall mean the compensation to be paid by the Joint Board to Contractor for performance of the Maintenance Work, including the price for Roadside Maintenance and the price for Back Office System Maintenance specified in the Price Proposal.

**Maintenance Price Application for Payment** shall mean a written Application for Payment of Maintenance Price and Certificate in the form of Exhibit D to this Contract and satisfying the requirements of Section 6.1.2.7 of the Contract.

**Maintenance Records** shall mean the maintenance records that Contractor is required to maintain pursuant to RFP Appendix B, Section B11.5.

**Maintenance Report** shall mean the periodic maintenance related reports that Contractor is required to submit pursuant to RFP Appendix B, Section B.23.

**Maintenance Term** shall mean the period during which Contractor is obligated to perform the Maintenance Work, commencing for each Crossing upon the expiration of the Warranty Period for such Crossing, and continuing until the date that is four (4)

years from the first anniversary of the System Formal Acceptance Date, or the date that is seven (7) years from the first Crossing Substantial Completion Acceptance Date to occur, plus any extension of such period due to the Joint Board's exercise of a Maintenance Option.

**Maintenance Work** shall mean that portion of the Work that Contractor is required to perform from and after Substantial Completion, except for the Punch List Work.

**Major Subcontractor** shall mean any subcontractor that is a party to a major Subcontract.

**Major Subcontract** shall mean (a) a Subcontract in excess of 15 percent (15%) of the Contract Price for Work prior to Formal Acceptance, and (b) a Subcontract for work that includes any systems programming, equipment installation, or provision of operations personnel.

**Milestone** shall mean the certain or significant accomplishments towards completion of the Work set forth in the Milestone Payment Structure.

**Milestone Payment** shall mean the percentage of the Price that the Joint Board pays to Contractor upon the achievement of the Milestones.

**Milestone Payment Structure** shall mean the payment structure set forth in Appendix I-1 Tolling Component One (RBOC) Price Proposal, establishing [percentage] payments for the Contract Price that the Joint Board shall make to Contractor upon achievement of the Milestones set forth therein.

**Monthly Progress Reports** shall mean all reports that Contractor is required to submit on a monthly basis pursuant the Scope of Work.

**Necessary Basic Configuration Change** shall mean a change in the Basic Configuration which is necessary to meet the requirements of the Contract Documents as the result of an Error in the Owner Design Documents (with the understanding that a change shall be deemed "necessary" only if the Error creates a problem in which Contractor is unable to meet the requirements of the Contract Documents without a material change in the Basic Configuration).

**New Downtown Crossing** shall mean the new bridge spanning the Ohio River that is part of the Downtown Crossing.

**New Environmental Approval** shall mean (a) any Environmental Approval required for a VECP, other than the Joint Board-Provided Approvals, and (b) any revision, modification, or amendment to any the Joint Board-Provided Approval.

**Nonconforming Work** shall mean Work that Contractor, any Governmental Entity or the Joint Board determines does not conform to the requirements of the

Contract Documents, the Governmental Approvals, applicable Law or the Design Documents.

**Notice of Partial Termination for Convenience** shall mean written notice issued by the Joint Board to Contractor terminating part of the Work of Contractor for convenience.

**Notice of Termination for Convenience** shall mean written notice issued by the Joint Board to Contractor terminating the Work of Contractor for convenience.

**Notice to Proceed (NTP)** shall mean the written notice issued by the Joint Board to Contractor authorizing Contractor to proceed with Work.

**Operations Center** shall mean the location of the Back Office Host and all other main servers and computer components for the System.

**Other Joint Board Contractor** shall mean a Contractor under contract to the Joint Board to design, build, finance, operate and/or maintain any part of the Bridges or adjacent roadway.

**Owner Design Documents** shall mean some or all of the Reference Drawings, and any as-built drawings, plan sheets, drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records or similar documents furnished by the Joint Board to Contractor as a preliminary basis for Contractor's design.

**Owner Verification Tests (OVT)** shall mean the material tests performed in accordance with the applicable Joint Board test method to verify the accuracy of the tests performed by Contractor to ensure that only materials of specified quality or better are accepted and incorporated into the Project.

**Party** shall mean Contractor or the Joint Board, as the context may require, and "**Parties**" shall mean Contractor and the Joint Board, collectively.

**Payment Bond** shall have the meaning set forth in Section 12.2.2 of this Contract.

**PCO Notice** shall have the meaning set forth in Section 4.4.2 of this Contract.

**Performance Audit** shall mean the performance audit report that Contractor is required to prepare and submit pursuant to RFP Section 3.12.3.1 and Appendix B, Section B.23

**Performance Bond** shall have the meaning set forth in Section 12.2.

**Performance Requirements** shall mean the requirements described in Appendix B, Subsection 23, of the RFP.

**Persistent Breach** shall mean if a Tolling Zone fails to meet or exceed the Performance Requirements defined in RFP Appendix B, Table B23.1 and B23.2 each day for more than [5] consecutive days, with compliance measured on a daily basis, or each day for more than [10] (consecutive or non-consecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis.

**Person** shall mean any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

**Plans** shall mean contract drawings, working drawings, supplemental drawings, detail sheets or exact reproductions thereof, which show the location, character, dimensions and details of the Work to be done.

**Potential Change Order (PCO) Notice** shall mean a notice delivered by Contractor meeting the requirements set forth in Section 4.4.2.2 of this Contract.

**Preliminary Design Documentation** shall have the meaning set forth in Section 3.10.1 of the Scope of Work, and outlines the Contractors' plans for the Project and describes the integration necessary with Other Joint Board Contractors.

**Preliminary Design Review (PDR)** shall mean review of the Preliminary Design Documentation as provided in Section 3.12.3.3 of the Scope of Work.

**Price Proposal** shall mean Tolling Component One (RBOC) Price Proposal, comprising the Proposer's completed pricing sheets in the forms attached as Appendix I-1 to the RFP.

**Price** shall mean, as applicable, the Contract Price or the Maintenance Price.

**Program Manager** shall mean the individual designated by Contractor and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the Work and will act as a single point of contact on all matters on behalf of Contractor, pursuant to Section 16.2 of this Agreement.

**Project** shall mean the design, construction, integration, installation, operation and maintenance of the RBOC System for the Crossings.

**Project Management Consultant** shall mean such Person (including the entity, as well as its personnel) designated in writing by the Joint Board as its Project Management Consultant.

**Project Management Plan (PMP)** shall mean the plan required pursuant to 23 U.S.C. 106(h) developed by the States and approved by FHWA on July 30, 2012. The PMP and related updates can be found at <http://kyinbridges.com/project/documents.aspx>.

**Project Manager** shall mean the Contractor's key personnel responsible for overall Project management. Project Management.

**Project Schedule** shall have the meaning set forth in Section 3.5.1 of the Contract, consistent with the requirements for a CPM schedule set forth in Section 3.12.3.1 of the Scope of Work.

**Project Site** shall, depending upon the context, mean the Crossing ROW of either Kentucky or Indiana on which Project is to be located with respect to a Crossing, or the States' ROW on which the entire Project is to be located, and any temporary rights or interests that Contractor may acquire at its own cost and expense in connection therewith.

**Proposal** shall mean the proposal submitted on \_\_\_\_\_, 2013 by Contractor to the Joint Board in response to the RFP.

**Proposal Date** shall mean July 8, 2013.

**Public Information Act** shall mean the Kentucky Open Records Act. (KRS 61.870-61.884), as amended from time to time and the Indiana Access to Public Records Act (IC 5-14-3), as amended from time to time.

**Punch List** shall mean, with respect to each Bridge, the list of Work which remains to be completed after Substantial Completion has been achieved and before Punch List Acceptance, and shall be limited to items of the Work that are necessary to correct minor imperfections and deviations from the requirements of the Contract Documents, Governmental Approvals, applicable Law and Design Documents, but which have no material or adverse effect on the use, safety or operability of the Project.

**Punch List Acceptance** shall mean the occurrence of all of the events and satisfaction of all of the conditions with respect to a Bridge set forth in Section 8.2 of this Contract.

**Punch List Acceptance Deadline** shall mean the day that is 30 days after the applicable Substantial Completion Acceptance Deadline for each element of the Work that has a Substantial Completion Acceptance Deadline.

**Quality Management Plan** shall mean that document generated pursuant to Section 4.1.15 of the RFP that describes the proposer's procedures and techniques for quality control and quality assurance in all areas including development of requirements, functional requirements, and design documentation, hardware procurement, software development, implementation and testing, commissioning, maintenance, and issue tracking.

**Quality Manager** shall mean Contractor's Key Personnel responsible for ensuring implementation of the Quality Management Plan and certifying the quality of the Work for payment applications.

**RBOC Component (RBOC)** shall mean the complete, functioning, state-of-the-art AET System based on Transponder and video processing for identification of vehicles for every Toll Zone on the LSIORB Project. The major function of the RBOC with respect to the roadside is to accurately detect, classify, and identify every vehicle passing through Toll Zones. The major functions of the RBOC with respect to the back office is to accept transactions from the roadside, manage accounts, collect revenue, and report on those revenues to the Joint Board.

**Recovery Schedule** shall mean the schedule Contractor is required to provide under Section 3.7 of this Contract.

**Reference Documents** shall mean those documents listed in Appendix K to the RFP. Except as expressly provided in the Contract Documents, the Reference Documents are not considered Contract Documents and were provided to Contractor for informational purposes only and without representation or warranty by the Joint Board.

**Reference Drawings** shall mean the schematic plans and drawings applicable to a Crossing located at RFP Appendix J that are provided as a conceptual reference of features included or related to the TCS toll zones.

**Referenced Standard** shall mean any standard applicable to the Project established by reference contained in the Contract Documents to a described publication.

**Registered Professional Engineer** shall mean, with respect to each of Indiana and Kentucky, a person who is duly licensed and registered by the Indiana Board of Professional Engineers or the Kentucky Board of Professional Engineers to engage in the practice of engineering in such State, respectively.

**Reimbursable Hazardous Materials Management Costs** shall mean Contractor's actual costs of performance of Hazardous materials Management, determined in accordance with Section 4.8.2 of the Contract.

**Release of Hazardous Materials** shall mean any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

**Request for Change Proposal** shall mean a written notice issued by the Joint Board to Contractor under Section 4.3.1 of this Contract, advising Contractor that the Joint Board may issue a Joint Board-Directed Change or wishes to evaluate whether to initiate such a change pursuant to Section 4.3.1 of this Agreement.

**Request for Information** shall mean a written request prepared by Contractor after Design Documents have been released for construction to initiate the process for potential design changes or clarifications.

**Request for Proposals** or **RFP** shall mean the Request for Proposals issued by the Joint Board on April 17, 2013, 2013 with respect to the Project, including all attachments thereto and any subsequent addenda.

**RFP Documents** shall mean all of the information and materials supplied to Contractor in connection with the issuance of the RFP, including Instructions to Proposers, the Contract Documents and the Reference Documents and any addenda issued in connection therewith.

**Right of Way or ROW** shall mean, with respect to each Bridge, the area available to the Contractor for the construction and installation of the Project.

**ROW Strip Map** shall mean the diagrams depicting the Schematic ROW applicable to the Project.

**Schedule of Values** shall mean the Joint Board-approved value of each Project milestone to be integrated into the Project's cost loaded schedule, as provided in Section 6.1.1 of the Contract.

**Schematic ROW** shall mean any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures within the lines established by the Joint Board on a ROW Strip Map to delineate the outside limits of the Ultimate Design, as such limits may be adjusted from time to time in accordance with the Contract Documents. The term specifically includes all air space, surface rights, and subsurface rights within the limits of the ROW.

**Scope of Work** shall mean the description of the RBOC Component work required to be performed by the Contractor, and the technical provisions, set forth in Appendix B of the RFP.

**Software** is a general term referring to computer software consisting of the instructions or programs that are executed by a computer.

**Software Source Code** shall have the meaning set forth in Section 14.4.4(b) of this Contract.

**Source Code Escrow** shall mean an escrow established with an escrow company established and in the business of maintaining software source code escrows, for deposit of Project Software Source Code pursuant to Section 14.4.4(a) of the Contract.

**State** shall mean the State of Kentucky or the State of Indiana, or both, as the case may be.

**States' Parties** shall mean INDOT, KYTC, IFA, and KPTIA.

**Subcontract (or subcontract)** shall mean any agreement by Contractor with any other Person, Subcontractor or Supplier to perform any part of the Work or provide

any materials, equipment or supplies for any part of the Work, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.

**Subcontractor (or subcontractor)** shall mean any Person with whom Contractor has entered into any Subcontract to perform any part of the Work or provide any materials, equipment or supplies for the Project on behalf of Contractor and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

**Substantial Completion** shall mean, with respect to the Operations Center or a Walk-in Center, the occurrence of all of the events and satisfaction of all of the conditions with respect to a Crossing set forth in Section 9.1.1.1 of this Contract. Substantial Completion with respect to a Crossing shall mean the occurrence of all of the events, and satisfaction of all of the conditions set forth in Section 9.1.1.2 of the Contract. Substantial Completion with respect to the System shall mean the occurrence of all of the events, and satisfaction of all of the conditions set forth in Section 9.1.1.2 of the Contract, and that the System has been operating uninterrupted for 90 consecutive days in full compliance with the Performance Specifications in RFP Appendix B, Section B23.

**Substantial Completion Acceptance** shall mean, with respect to a Crossing or the System, the Joint Board's execution and delivery of the Certificate of Substantial Completion.

**Substantial Completion Acceptance Date** shall mean the date on which Substantial Completion Acceptance for a Crossing or for the System occurs, as the case may be.

**Supplier (or supplier)** shall mean any Person not performing work at or on the Project Site which supplies machinery, equipment, materials, Hardware, Software, systems or any other appurtenance to any portion of the Project to Contractor or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site shall not be deemed to be performing Work at the Project Site.

**Surety (or surety)** shall mean each properly licensed surety company, insurance company or other Person approved by the Joint Board, which has issued any Payment Bond or Performance Bond.

**System** shall mean the RBOC Component of the toll collection system for the Louisville Southern-Indiana Ohio River Bridges Project, including all of the Work that Contractor must perform pursuant to the Scope of Work.

**System Assurance Monitoring** shall mean monitoring activities undertaken to assure the continuous performance of the System in accordance with the Performance Standards.



**System Formal Acceptance** shall mean the date that the Contractor has satisfied all of the conditions for “Final Acceptance” as set forth in the RFP.

**System Formal Acceptance Date** shall mean the date upon which the Contractor achieves System Formal Acceptance.

**System Availability Data** shall mean the data collected by Contractor to analyze the System’s Availability, as such term is defined in the RFP.

**System Performance Audit** – see “Performance Audit.”

**System Performance Requirements** shall mean the requirements for System performance set forth in RFP Appendix B, Section B23.

**System Substantial Completion** shall mean Substantial Completion of the System.

**System Substantial Completion Acceptance Date** shall mean the date on which Substantial Completion Acceptance of the System occurs.

**System Substantial Completion Acceptance Deadline** shall mean the guaranteed date by which Contractor must achieve System Substantial Completion Acceptance.

**Technical Proposal** shall mean Volume 2 of the Proposal.

**Term** shall mean the period commencing on the Effective Date and ending on the date on which all obligations and liabilities of Contractor under this Agreement have been performed and discharged. For greater certainty, “Term” includes the Maintenance Term.

**Third Party Claims** shall mean any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations or proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines or expenses (including attorneys’ fees and expenses) sustained or incurred by such Person.

**Toll Collection System (TCS)** shall mean the system which includes the ETC Component, the RBOC Component, and Operations Services.

**Toll Zone or Tolling Zone** shall mean the area on the Crossing or approach to Crossing roadway under a toll gantry, overhead structure or toll booth where the System performs in-lane tolling functions, such as vehicle detection, Transponder reads or license plate image capture and AVC. This includes shoulders, travel lanes and buffer spaces between adjacent tolled and un-tolled lanes. Multiple toll gantries may be included in a single Toll Zone.

**Tolling Body** shall mean the body established in the Development Agreement and the Interlocal Agreement, being comprised of the members of the Joint Board plus one additional representative of IFA and one additional representative of KPTIA or any of the members' respective successors.

**Unidentified Utility** shall mean any Utility impacted by the Project which is not in one of the categories:

- (a) The Utility line is shown on a Utility Strip Map (irrespective of whether correct ownership is shown) or other Utility information provided by the Joint Board or made available to Contractor.
- (b) The Utility type (e.g., gas, water, communication, electric) is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to Contractor (differences in material, e.g., clay vs. plastic, shall not be considered a difference in type).
- (c) the Utility is an overhead Utility existing as of the date on which the NTP is issued or which commenced installation prior to the date on which the NTP is issued.
- (d) The Utility is an extension of an Identified Utility (including a service line extending from a Utility that is not an Unidentified Utility).
- (e) The Utility is located in the same trench as a Utility that is not an Unidentified Utility (e.g. communication duct bank and joint communication cable facilities).

Any appurtenance, including manholes, pedestals, handholes, fire hydrants, and Fxboxes, not shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to Contractor that is a component or extension of a Utility that is not an Unidentified Utility is considered a part of the Utility.

If a Utility falls within any of the categories listed above, then it is not an Unidentified Utility regardless of any discrepancy between (i) the information provided on a Utility Strip Map or other Utility information provided by the Joint Board or made available to Contractor, and (ii) the actual characteristics of that Utility with respect to its size, its horizontal or vertical location, its ownership, its type (e.g., gas, water, communication, electric), or any other characteristic. Without limiting the generality of the foregoing, if a Utility is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to Contractor as being on public right of way, and it is in fact located on private right of way, or vice versa, that discrepancy is of no relevance in determining whether or not that Utility is an Unidentified Utility.

**Utility(ies)** or **utility(ies)** shall mean (1) a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage,

storm water not connected with the drainage of the Project, and similar substances that directly or indirectly serve the public, and/or (2) a private pipeline. The term "Utility" or "utility" specifically excludes (a) storm water facilities providing drainage for the ROW, and (b) street lights and traffic signals. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation, any service line connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service line.

**Walk-In Center** shall mean a satellite customer service center for the System in addition to the customer service center located at the KYTC Operations Center.

**Warranty** shall have the meaning set forth in Section 22.1.1 of this Contract.

**Warranty Bond** shall have the meaning set forth in Section 12.2.3 of this Contract.

**Warranty Period** shall mean, with respect to each Crossing, the period of time commencing on the Substantial Completion Acceptance Date of the Work for such Bridge, and ending on the first anniversary of such date.

**Warranty Price** shall mean, for each Crossing, the lump sum fixed price compensation specified in the Price Proposal that is payable to Contractor for the Roadside Warranty Work and the Back Office System Warranty Work for such Crossing, and with respect to the System, the lump sum fixed price compensation specified in the Price Proposal that is payable to the Contractor for the Warranty Work with respect to the System as a whole

**Work (or work)** shall mean all of the work required to be furnished and provided by Contractor under the Contract Documents, including all administrative, design, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by Contractor as required by the Contract Documents, including all efforts necessary or appropriate to achieve Formal Acceptance and to maintain the System in accordance with the standards set forth in the Contract Documents, except for those efforts which such Contract Documents expressly specify will be performed by Persons other than the Contractor-Related Entities.

**[END OF DEFINITIONS]**

## EXHIBIT B

### **CONTRACTOR'S PROPOSAL COMMITMENTS AND CLARIFICATIONS**

The following pages summarize certain commitments made by Contractor in its Proposal submitted for the Project, which Contractor agrees either meet or exceed the requirements of the other Contract Documents. The commitments set forth herein are included in the scope of the Work. This summary is an overview of certain Contractor commitments and is not intended to be an exhaustive list of commitments made in the Proposal that meet or exceed the requirements of the other Contract Documents. In accordance with Section 2.1, the Proposal, to the extent that it meets or exceeds the requirements of the other Contract Documents, shall be included as a Contract Document, even if a particular Contractor commitment is not summarized herein. Nothing contained herein shall limit, modify, eliminate or reduce the requirements of the other Contract Documents listed in Section 2.1.

## **Proposal Commitments & Clarifications**

Unless otherwise indicated, section references below are to sections in Contractor's Technical Proposal.

[To be inserted]

**EXHIBIT C**

**FORM OF REQUEST FOR PAYMENT AND CERTIFICATE: COMPLETE FOR EACH CROSSING**

**Request for Payment#** \_\_\_\_\_

Date: \_\_\_\_\_  
month/day/year

[INSERT ADDRESS FOR REQUEST TO KYTC

"Entry Required in Cell"

Request for Payment for Work performed for the period: \_\_\_\_\_ to \_\_\_\_\_  
month/day/year month/day/year

Original Contract Price

Approved Change Order Amounts

Revised Contract Price

Cumulative Price Earned to Date

Cumulative Amount of Previous Requests for Payment

Amount Qualified for Payment this Period (Milestones Achieved)

Current Amount Due (Amount Qualified for Payment this Period)

Percentage this Request for Payment

Milestones Achieved and Covered Under Request for Payment: (list):

Milestones Achieved and Covered Under Prior Requests for Payment (list):

\$0.00
\$0.00
\$0.00

Printed Name Contractor's Project Manager	Signature	month/day/year
Printed Name Joint Board Program Manager	Signature	month/day/year
Printed Name Joint board	Signature	month/day/year

(Note: See Sheet 2 of 2 for Request for Payment Checklist)

## REQUEST FOR PAYMENT CHECKLIST

**Enclosed with this cover sheet are the following:**

- Monthly progress report as described in Appendix B of the RFP;
- Description of the status of all completed Milestones;
- Certifications by the Quality Manager;
- Report of personnel hours since the prior Request for Payment (including a list setting forth all Key Personnel and the hours which they worked during this period);
- Request for Payment data sheet(s) and documents that support and substantiate the amount requested based upon completion of Milestones;
- DBE utilization reports, in accordance with the DBE plan requirements;
- An approved and updated Project Schedule.

### **NOTE – following for information only**

Request for Payment, Contractor shall submit a certificate in a form approved by the Joint Board and signed and sealed by \_\_\_\_\_ [list relevant quality managers], certifying that:

- ◆ Except as specifically noted in the certification, all Work, including that of designers, Subcontractors, Suppliers and Fabricators, which is the subject of the Request for Payment has been checked and/or inspected by the Quality Manager;
- ◆ Except as specifically noted in the certification, all Work which is the subject of the Request for Payment conforms to the requirements of the Contract Documents, the Governmental Approvals and applicable Law;
- ◆ The CQP and all of the measures and procedures provided therein are functioning properly and are being followed; and
- ◆ The professional services percentages, the toll systems services percentages and construction percentages indicated are accurate and correct.



**EXHIBIT D**

**FORM OF MAINTENANCE PRICE REQUEST FOR PAYMENT**

**Draw Request #** \_\_\_\_\_

**Date:** \_\_\_\_\_  
month/day/year

[Insert address for request to KYTC]

"Entry Required in Cell"

Maintenance Price Request for Payment for Maintenance Work \_\_\_\_\_ to \_\_\_\_\_  
performed for the period: month/day/year month/day/year

Original Contract Maintenance Price (per month)

Approved Change Order Amounts

Revised Contract Maintenance Price (for the current month)

Current Monthly Maintenance Price Request for Payment

Cumulative Contract Maintenance Price Earned to Date


Printed Name Contractors Project Manager	Signature	month/day/year
Printed Name Joint Board Program Manager	Signature	month/day/year
Printed Name KYTC	Signature	month/day/year

(Note: See Sheet 3 of 4 for Maintenance Price Request for Payment Checklist)

## MAINTENANCE PRICE REQUEST FOR PAYMENT CHECKLIST

Enclosed with this cover sheet are the following:

- Monthly progress report as described in RFP Appendix B;
- Certifications by the Project Manager and maintenance manager;
- Work conforms to the approved and updated (if applicable) Maintenance Plan;
- Monthly report of personnel hours;
- Payment Request data sheet(s), documents and summary that support and substantiate the Performance Requirements have been met;
- Maintenance On Line Management System documenting all maintenance activities at a minimum including operating statistics and system accuracy and availability, inventory and other requested information, special events and incidents ;
- Certification by the Quality Control Manager that the Maintenance On Line Management System is performing according to required specifications;
- Submitted and approved System updates, As- Built Documents and changes to the Maintenance Plan and Procedures, RBOC manual if applicable;
- Sealed envelop of current updated Software Source Code to the Source Code Escrow, if applicable.

### NOTE – following for information only

Maintenance Price Request for Payment, Contractor shall submit a certificate in a form approved by the Joint Board and signed and sealed by the Project Manager and maintenance manager, certifying that:

- ◆ Except as specifically noted in the certification, all Work, including that of designers, Subcontractors, Suppliers and Fabricators, which is the subject of the Maintenance Payment Request conforms to the required performance specifications and has been checked and/or inspected by the Quality Control Manger (with respect to System Maintenance and roadway maintenance Work);

- ◆ Except as specifically noted in the certification, all Work which is the subject of the Maintenance Price Request for Payment conforms to the requirements of the Contract Documents, the Governmental Approvals and applicable Law; and
- ◆ The CQ Plan and all of the measures and procedures provided therein are functioning properly and are being followed.

**EXHIBIT E**  
**KEY PERSONNEL**

[To be inserted]

## EXHIBIT F

### FORM OF PERFORMANCE BOND

[Contractor:

Address:

Surety:

Address:

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, with a business address of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, as Surety, are held and firmly bound unto the Joint Board for the Louisville-Southern Indiana Ohio River Bridges Project (the "Joint Board") in its official capacity as agent for the its members, as Obligee in the sum of (\$\_\_\_\_\_), being 100% of the Contract Price (less the Maintenance Price) under the terms of the design-build contract between the Principal and the Joint Board dated \_\_\_\_\_ (the "Contract") for the work on the toll collection system for the Louisville-Southern Indiana Ohio River Bridges Project (the "Project"), for the payment whereof Principal and Surety bind themselves as well as their respective heirs, executives, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into the Contract with the Joint Board/ Obligee for the design and construction of the Project which Contract is by reference incorporated herein and made a part hereof as if fully rewritten. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, warranties and obligations of the Contract, including all amendments and supplements thereto, for the work on the Project together with any extensions thereof that may be granted by the Joint Board, the Principal and Surety shall have no obligation under this Performance Bond and it shall be null and void; otherwise, this Performance Bond shall remain in full force and effect. Obligee shall release this bond upon the occurrence of all the conditions set forth in Section 12.2 of the Contract.

This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to, its liability for liquidated damages and warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.

The guarantees contained herein shall survive the final completion of the design, construction and installation called for in the Contract Documents with respect to those obligations of Principal which survive such final completion.

If there is no default by the Joint Board, the Surety's obligation under this Performance Bond shall arise under the following conditions:

1. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly take the following actions at its sole expense :

- a. Correct any deficiencies or defects in the work by the Principal; and
- b. Pay the costs associated with design professionals, delay costs and attorneys' fees resulting from the Principal's default; and
- c. Pay any Liquidated Damages as set forth in the Contract due to the Principal's default; and
- d. Select one of the following options.
  - (i). If agreed to by the Joint Board in writing, arrange for the Principal to complete the work on the Project; or
  - (ii). Arrange for completion of work on the Project in accordance with the terms and conditions of the Contract Documents then in effect through its agents or through independent contractors which are approved by the Joint Board with the Surety as the Contractor, or
  - (iii). Obtain bids or negotiated contracts with qualified contractors acceptable to the Joint Board to complete work on the Project in accordance with its terms and conditions and secured by a Performance Bond and a Payment Bond in the full amount of the contract to perform the remaining work, naming the Joint Board as obligee, executed by sureties acceptable to the Joint Board, and pay to the Joint Board the difference between the remaining contract funds and the Contract Price with the replacement contractor; or
  - (iv) Waive their right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which they may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. If the Surety does not proceed as provided for in Paragraph 1 above within one hundred twenty (120) days of the declaration by the Joint Board that the Principal is in default, the Surety shall be deemed to be in default of its obligations under this Performance Bond. Under such circumstances, the Joint Board shall be entitled to enforce any remedy available to the Joint Board, at law or in equity. Under such circumstances, the Surety shall remain liable to the Joint Board in an amount up to and including the full penal sum of this Performance Bond for all damages incurred by the Joint Board, including but not limited to costs for design professionals, delay cost and

attorneys' fees. If Surety proceeds as provided in Subparagraph 1.d(iv), and the Obligee refuses the payment tendered or Sureties has denied liability, in whole or in part, without further notice, the Obligee shall be entitled to enforce any remedy available to the Obligee.

3. After the Obligee has terminated the Principal's right to complete the Contract, and if Surety elects to act under 1.a, 1.b, or 1.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Contract, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Contract. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of Price to mitigate costs and damages on the Contract, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Work;

b. actual damages, including additional legal, design, engineering, professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

c. Liquidated Damages and warranties under the Contract.

4. No right of action shall accrue on this Performance Bond to any person or entity other than the Joint Board or its members, executors, administrators or successors.

5. The Surety hereby waives notice of any change to the Contract or the Construction Documents, including changes in the time of performance,

6. Any and all proceedings, legal or equitable, to enforce the terms of this Performance Bond shall be instituted in the Franklin Circuit Court in Frankfort, Kentucky. The Surety hereby consents to jurisdiction before the Franklin Circuit Court in Frankfort, Kentucky to adjudicate any and all Disputes regarding the terms of this Performance Bond. The Surety hereby waives any defense of personal jurisdiction or forum non-conveniens for actions commenced by the Joint Board or its members to enforce the terms of this Performance Bond in the Circuit Court of Frankfort Kentucky by the Joint Board or its members.

7. Any proceeding, legal or equitable, to enforce the terms of this Performance Bond shall be instituted within two (2) years (a) after the Joint Board declares the Principal in default, (b) after the Principal ceases work on the Project, or (c) after the Surety refuses or fails to perform its obligations under the terms of this Performance Bond, whichever occurs first.

8. The term "Balance of the Contract Price" means the following: The total amount payable by the Joint Board to the Principal under the terms of the Contract for the work on the Project after all adjustments to the original contract price have been made, including any modifications to the Contract to increase or decrease the original



Contract Price, less all payments made to the Principal by the Joint Board under the terms of the Contract, and less (1) the costs to correct any defective or deficient work, (2) the costs associated with work by the design professionals, delay costs and attorneys fees resulting from or related to the Principal's default, and (3) any liquidated damages payable under the Contract due to the Principal's default.

9. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond provided that the aggregate dollar amount of Joint-Board-Directed Changes (as defined in the Contract), without the Surety's prior written consent thereto having been obtained, does not increase the Contract Price by more than \$\_\_\_\_\_ [insert 10% of the Price]. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders (as defined in the Agreement) for Joint Board-Directed Changes in excess of such amount. Surety waives notice of any alteration, modification, supplement or extension of time.

10. Correspondence or claims relating to this bond should be sent to Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Witnesses:

\_\_\_\_\_

---

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SURETY

---

Title

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Address

**EXHIBIT G**  
**FORM OF PAYMENT BOND**

Contractor:  
Address:  
Surety:  
Address:

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ with a business address of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, as Surety, are held and firmly bound unto the Joint Board for the Louisville Southern-Indiana Ohio River Bridges ("the Joint Board") in its official capacity as agent for the its members, as Obligee in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), being 100% of the Contract Price (less the Maintenance Price) under the terms of the design-build contract between the Principal and the Joint Board dated \_\_\_\_\_ (the "Contract") for the work on the toll collection system for the Louisville-Southern Indiana Ohio River Bridges Project (the "Project"), for the payment whereof Principal and Surety bind themselves as well as their respective heirs, executives, administrators, successors and assigns, jointly and severally.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants, as that term is defined below, for all labor, materials, equipment, and supplies used, or reasonably required for use, in the performance of work on the Project, then this obligation shall be null and void upon the occurrence of all of the conditions to release set forth in Section 12.2 of the Contract; otherwise, it shall remain in full force and effect. If Principal shall fail to pay any Claimant, then Surety shall pay for the same in an amount not to exceed the Bonded Sum.

Further, the Principal and Surety agree to defend, indemnify and hold harmless the Joint Board and its members from any and all claims, demands, liens or suits by any person or entity which asserts a claim or demand or files a lien for the payment for labor, materials and supplies used, or reasonably required for use, in the performance of work on the Project, whether or not the claim is found to be valid.

A. "Claimant" is defined as follows:

(a) A person or entity which has a direct contract with or is employed by the Principal to supply labor, materials, equipment or supplies used, or reasonably required for use, in the performance of work on the Project. The term "labor, materials, equipment or supplies" shall also include, without limitation, that part of any water, gas,

fuel, power, light, heat, oil, gasoline, communication equipment or rental equipment used in the performance of work on the Project. The terms shall also include architectural and engineering services required for performance of work on the Project by the Principal or the Principal's Subcontractors, and such other items for which a Mechanic's Lien may be asserted against the funds payable for the work on the Project under the laws of the Commonwealth of Kentucky or the State of Indiana. A person or entity which has a direct contract with the Principal shall give written notice to the Surety, with a copy sent to the Joint Board, stating its intent to file a claim under the terms of this Payment Bond, along with supporting documentation, stating the amount of the claim. Such Notice of Intent shall be provided within 90 days of when the Claimant last performed work on the Project.

(b) A person or entity which does not have a direct contract with the Principal shall have a claim under the terms of this Payment Bond under the following conditions:

1. The person or entity shall have furnished written notice of its intent to assert a claim ("the Notice") to the Principal with a copy being sent to the Joint Board and the Surety within 90 days of having last performed labor or furnished materials or equipment to the Project.

2. In the Notice, the Claimant shall have provided reasonable documentation as to the amount of its claim and documentation to establish that the labor, materials, equipment, or supplies were used, or reasonably required for use, in the performance of work on the Project.

B. When the Surety receives written notification from a Claimant, either one having a direct contract with the Principal or one not having a direct contract with the Principal (the "Notice"), the Surety shall (a) acknowledge in writing receipt of such claim within 14 calendar days of receipt of such Notice from the Claimant; (b) send a copy of the written acknowledgement sent to the Claimant to the Joint Board; (c) promptly commence an independent investigation of the claim; (d) provide a written report and confirmation to the Claimant, with a copy sent to the Joint Board, within a reasonable time after having received Notice of the claim as to any undisputed portion of the claim; (e) arrange for payment of any undisputed portion of the claim within an additional 45 days of completing its independent investigation; and (f) send to the Joint Board evidence of any payments made to the Claimant.

C. The following terms and conditions shall apply with respect to this bond:

(a) The Contract Documents (as defined in the Contract) are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

(b) No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond, provided that the aggregate dollar amount of Joint Board-

Directed Changes (as defined in the Contract) without the Surety's prior written consent thereto having been obtained, does not increase the Contract Price (as defined in the Contract) by more than \$\_\_\_\_\_ [insert 10% of Contract Price]. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders (as defined in the Contract) for Joint Board-Directed Changes in excess of such amount.

(c) No suit or action shall be commenced by a Claimant under the terms of this Payment Bond after expiration of a period of one (1) year from either (a) the date on which the Claimant provided the required Notice to the Surety as set forth above or (b) the date on which the last labor, materials, equipment or service was performed or provided by the Claimant for which a claim was made, whichever occurs first.

(d) Upon a written request from any person or entity which may be a potential beneficiary under the terms of this Payment Bond, the Principal shall promptly furnish a copy of this Payment Bond or shall permit a copy of this Payment Bond to be made at the Principal's expense.

D. Correspondence or claims relating to this bond should be sent to Surety at the following address:

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

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---

---

PRINCIPAL

Title

---

---

Address

Witnesses:

---

---

SURETY

Title

---

---

Address

## EXHIBIT H

### FORM OF WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ with a business address of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, as Surety, are held and firmly bound unto the Joint Board for the Louisville-Southern Indiana Ohio River Bridges Project (the "Joint Board") in its official capacity as agent for the its members, as Obligee in the sum of (\$\_\_\_\_\_), being 100% of the Warranty Price under the terms of the design-build contract between the Principal and the Joint Board dated \_\_\_\_\_ (the "Contract") for the warranty work on the toll collection system for the Louisville-Southern Indiana Ohio River Bridges Project (the "Project"), for the payment whereof Principal and Surety bind themselves as well as their respective heirs, executives, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into the Contract with the Joint Board/Obligee for the design and construction of the Project which Contract is by reference incorporated herein and made a part hereof as if fully rewritten. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

WHEREAS, as a condition to Substantial Completion Acceptance (as defined in the Contract), Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents after Substantial Completion, including payment of claims, subcontractors, suppliers, materialmen and mechanics, as a condition to release of the Performance Bond and Payment Bond by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. This bond shall inure to the benefit of all subcontractors, suppliers, materialmen and mechanics with respect to the Work, other than entities having an

equity interest in Principal, so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

3. The guarantees contained herein shall survive the Formal Acceptance called for in the Contract Documents.

4. Whenever Principal shall fail to pay the lawful claims of any of the persons identified in item 2 above with respect to the Work, excluding entities having an equity interest in Principal, then Surety shall pay for the same in an amount not to exceed the Bonded Sum.

5. Whenever Principal shall be, and is declared by the Obligees to be, in default with respect to its obligations under the Contract Documents, provided that the Obligees is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligees:

- a. arrange for Principal to perform and complete the Contract;
- b. complete the Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;
- c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Work (as defined in the Contract), through a procurement process approved by the Obligees, arrange for a contract to be prepared for execution by the Obligees and the contractor selected with the Obligees's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Obligees the amount of damages as described in Paragraph 7 in excess of the unpaid balance of the Warranty Price with respect to the Crossing incurred by the Obligees resulting from the Principal's default; or
- d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefore to the Obligees, or (ii) deny liability in whole or in part and notify the Obligees citing reasons therefore.

6. If Surety does not proceed as provided in Paragraph 5 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Obligees to Surety demanding that Surety perform its obligations under this Bond, and the Obligees shall be entitled to enforce any remedy available to the Obligees. If Surety proceeds as provided in Subparagraph 5.d, and the Obligees refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligees shall be entitled to enforce any remedy available to the Obligees.



7. After the Obligee has terminated the Principal's right to complete the Contract, and if Surety elects to act under Subparagraph 5.a, 5.b, or 5.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Contract, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Contract. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the Warranty Price to mitigation costs and damages on the Contract, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Work;

b. actual damages, including additional legal, design professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and

c. Liquidated Damages under the Contract.

8. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond, provided that the aggregate dollar amount of Joint Board-Directed Changes (as defined in the Contract), without the Sureties' prior written consent thereto having been obtained, does not increase the \_\_\_\_\_ Warranty Price by more than \$\_\_\_\_\_ **[insert 10% of the Warranty Price]**. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders (as defined in the Contract) for Joint Board-Directed Changes in excess of such amount.

9. Correspondence or claims relating to this bond should be sent to Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Initially capitalized terms not otherwise defined herein shall have the definitions set forth in Exhibit A of the Contract

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of \_\_\_\_\_, 20\_\_.

Principal:

\_\_\_\_\_

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

Its: \_\_\_\_\_

(Seal)

Surety:

\_\_\_\_\_

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

Its: Attorney-in-Fact

(Seal)

[ADD APPROPRIATE ACKNOWLEDGMENTS]

**EXHIBIT I**

**FORM OF MAINTENANCE PERFORMANCE BOND**

**RBOC TOLL SYSTEM  
INTEGRATION AND MAINTENANCE AGREEMENT**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ with a business address of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, as Surety, are held and firmly bound unto the Joint Board for the Louisville-Southern Indiana Ohio River Bridges Project (the "Joint Board") in its official capacity as agent for the its members, as Obligee in the sum of (\$ \_\_\_\_\_), (the "Bonded Sum") being 100% of the Maintenance Price for four years for the \_\_\_\_\_ Crossing under the terms of the design-build contract between the Principal and the Joint Board dated \_\_\_\_\_ (the "Contract") for the work on the toll collection system for the Louisville-Southern Indiana Ohio River Bridges Project (the "Project"), for the payment whereof Principal and Surety bind themselves as well as their respective heirs, executives, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into the Contract with the Joint Board/Obligee for the design and construction and maintenance of the Project which Contract is by reference incorporated herein and made a part hereof as if fully rewritten. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract; and

WHEREAS, as a condition of Formal Acceptance pursuant to the Contract, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) during the Maintenance Term.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Obligee shall release this bond upon the occurrence of all of the conditions to release of the Maintenance Bond set forth in Section 12.2 of the Contract.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to, its liability for Liquidated Damages and warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.

3. The guarantees contained herein shall survive the expiration or termination of the Maintenance Term with respect to those obligations of Principal which survive such final completion.

4. Whenever Principal shall be, and is declared by Obligees to be, in default under the Contract Documents, provided that Obligees is not then in material default thereunder, Surety shall promptly:

a. arrange for the Principal to perform and complete the Contract; or

b. complete the Project in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors; or

c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Work (as defined in the Contract), through a procurement process approved by the Obligees, arrange for a contract to be prepared for execution by the Obligees and the contractor selected with the Obligees's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Obligees the amount of damages as described in Paragraph 6 in excess of the unpaid balance of the Maintenance Price incurred by the Obligees resulting from the Principal's default; or

d. waive their right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which they may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefore to the Obligees, or (ii) deny liability in whole or in part and notify the Obligees citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Obligees to Surety demanding that Surety perform its obligations under this Bond, and the Obligees shall be entitled to enforce any remedy available to the Obligees. If Surety proceeds as provided in Subparagraph 4.d, and the Obligees refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, the Obligees shall be entitled to enforce any remedy available to the Obligees.

6. After the Obligees has terminated the Principal's right to complete the Contract, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then

the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Contract, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Contract. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the applicable Maintenance Price to mitigate costs and damages on the Contract, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Work;

b. actual damages, including additional legal, design, engineering, professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

c. Liquidated Damages and warranties under the Contract.

7. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond provided that the aggregate dollar amount of Joint Board-Directed Changes (as defined in the Contract), without the Surety's prior written consent thereto having been obtained, does not increase the Crossing Maintenance Price by more than \$\_\_\_\_\_ **[insert 10% of the 4 year Crossing Maintenance Price]**. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders (as defined in the Agreement) for Joint Board-Directed Changes in excess of such amount.

8. Correspondence or claims relating to this bond should be sent to Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of \_\_\_\_\_, 20\_\_\_\_\_.

Principal:

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

(Seal)

Surety:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Seal)

**[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]**

**SURETY**

\_\_\_\_\_  
or secretary attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

EXHIBIT J

FORM OF MAINTENANCE PAYMENT BOND

RBOC TOLL COLLECTION SYSTEM

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ with a business address of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, as Surety, are held and firmly bound unto the Joint Board for the Louisville-Southern Indiana Ohio River Bridges Project (the "Joint Board") in its official capacity as agent for the its members, as Obligee in the sum of (\$ \_\_\_\_\_), (the "Bonded Sum") being 100% of the Maintenance Price for four years for the \_\_\_\_\_ Crossing under the terms of the design-build contract between the Principal and the Joint Board dated \_\_\_\_\_ (the "Contract") for the work on the toll collection system for the Louisville-Southern Indiana Ohio River Bridges Project (the "Project"), for the payment whereof Principal and Surety bind themselves as well as their respective heirs, executives, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into the Contract with the Joint Board/Obligee for the design and construction and maintenance of the Project which Contract is by reference incorporated herein and made a part hereof as if fully rewritten. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract; and

WHEREAS, as a condition of Formal Acceptance pursuant to the Contract, Principal is required to furnish a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics.

NOW, THEREFORE, Principal and \_\_\_\_\_, a \_\_\_\_\_ ("**Surety**"), an admitted surety insurer in the State of Kentucky are held and firmly bound unto Obligee in the amount of \$ \_\_\_\_\_ [**100% of the applicable 4 year aggregate Crossing Maintenance Price**] (the "**Bonded Sum**"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any claims, subcontractors, suppliers, materialmen and mechanics with respect to the Work (as defined in the Contract), then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void upon the occurrence of all of the conditions to release set forth in Section 12.2 of the Contract.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents (as defined in the Contract) are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Contract.

2. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond provided that the aggregate dollar amount of Joint Board-Directed Changes (as defined in the Contract), without the Surety's prior written consent thereto having been obtained, does not increase the Crossing Maintenance Price by more than \$\_\_\_\_\_ **[insert 10% of the aggregate 4 year Maintenance Price]**. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders (as defined in the Contract) for Joint Board-Directed Changes in excess of such amount. Surety waives notice of any alteration, modification, supplement or extension of time.

3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. This bond shall inure to the benefit of the persons identified above so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of \_\_\_\_\_, 20\_\_.

Principal:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Seal)

Surety:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]



## EXHIBIT K

### FORM OF SOURCE CODE ESCROW AGREEMENT

#### SOURCE CODE ESCROW AGREEMENT

Account Number \_\_\_\_\_

This Source Code Escrow Agreement ("Agreement") is effective \_\_\_\_\_, 201\_ among \_\_\_\_ ("Escrow Agent"), \_\_\_\_\_ ("Depositor"), and the [Joint Board] ("Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Beneficiary have entered or will enter into a Toll Collection System Roadside Back Office Component Toll Collection System Contract (referred to in this Agreement as the "Contract") under the terms of which Depositor has granted Beneficiary licenses to use certain software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as the same occur, but at a minimum with each Payment Request for payment based upon Milestones relating to Software development, and for Maintenance Price Payment Payment Requests. Capitalized terms used herein without definitions shall have the meanings given to such terms in the Contract.

B. Depositor has agreed in the Contract to deposit into escrow with Escrow Agent the Software Source Code and related documentation of Software required to be delivered as part of the Work under the Contract, including Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Agreement as the "Source Code").

C. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Source Code except under certain limited circumstances.

D. The availability of the Source Code to Beneficiary is critical in the conduct of its business and, therefore, Beneficiary needs access to the Source Code under certain limited circumstances.

E. Depositor and Beneficiary desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the Source Code.

F. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the Source Code.

G The parties desire this Agreement to be supplementary to the Contract pursuant to 11 United States [Bankruptcy] Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Beneficiary hereby engage Escrow Agent to serve as Escrow Agent for the Source Code, Escrow Agent hereby accepts such engagement, and the Parties hereby agree to the establishment and administration of an escrow for the Source Code, on the following terms and conditions.

## ARTICLE 1 -- DEPOSITS

### 1.1 Obligation to Make Deposits.

a. Immediately upon execution of this Agreement, Depositor shall deposit pre-existing Source Code to be used in connection with the Project with Escrow Agent.

b. Based on Payment Requests for Milestones related to Software System development, Depositor shall deposit the then current version of the Source Code under development by Depositor for the required Work with the Escrow Agent. Depositor shall be required to submit an updated Source Code document reflecting the then current version of the Software Source Code with each Payment Request.

c. Not later than the date a Certificate of Formal Acceptance is issued by the Beneficiary, Depositor shall deposit with Escrow Agent the then current approved and accepted version of the Source Code that has been developed for the Project.

d. If during any calendar quarter after the date a Certificate of Formal Segment System Acceptance is issued by the Beneficiary Depositor completes and installs in or for the Project any modification, addition, enhancement, update, revision, upgrade or correction of or to any of the Source Code, it shall deposit with Escrow Agent, within 30 days after the end of such calendar quarter, each such modification, addition, enhancement, update, revision, upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Source Code to be deposited pursuant to Section 14.4.4 of the Contract, it shall deposit with Escrow Agent such additional Source Code and a modified Attachment A identifying the same within 30 days following the end of the calendar quarter in which such identification is made. All references in this Agreement to Source Code shall include the initially deposited materials and any materials subsequently deposited pursuant to this Section 1.1(d).

e. [Intentionally omitted.]

f. Each deposit under subsection d. above shall be added to the existing deposit. Each deposit under subsections b. or c. above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

g. Notwithstanding any other provision of this Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Source Code for Off-the-Shelf Software.

1.2 Identification of Tangible Media. Prior to each delivery of the Source Code to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Source Code are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Source Code (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the Source Code. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Deposit Inspection. Within three business days after Escrow Agent receives Source Code and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Beneficiary may elect to cause a verification of the Source Code at any time in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Beneficiary. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Exhibit A or the modified Exhibit A to Depositor and Beneficiary. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the

modified Attachment A to Beneficiary is Beneficiary's notice that the Source Code have been received and accepted by Escrow Agent.

1.5 Depositor's Representations. Depositor represents and warrants to Beneficiary as follows:

- a. Depositor lawfully possesses all of the Source Code deposited with Escrow Agent;
- b. With respect to all of the Source Code, Depositor has the right and authority to grant to Escrow Agent and Beneficiary the rights as provided in this Agreement;
- c. The Source Code are not subject to any lien or other encumbrance;
- d. The Source Code consist of the proprietary technology and other materials identified either in the Contract or Attachment A, as the case may be; and
- e. The Source Code are readable and useable in their current form or, if any portion of the Source Code is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification. Beneficiary shall have the right, at Beneficiary's expense, to cause a verification of any Source Code. Beneficiary shall notify Depositor and Escrow Agent of Beneficiary's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Source Code. If a verification is elected after the Source Code have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Beneficiary's election an independent person or company selected and supervised by Escrow Agent or Beneficiary, may perform the verification. If Beneficiary elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the Source Code and whether the Source Code are all the Source Code. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Beneficiary a written report thereon not later than 30 days after Beneficiary delivers its written request therefor. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Beneficiary elects to have an independent person or company perform the verification, then such entity shall adhere to the confidentiality requirements of the Contract.

1.7 Removal of Source Code. The Source Code may be removed and/or exchanged only on written instructions signed by both the Depositor and Beneficiary, or as otherwise provided in this Agreement.

1.8 Inspection. Beneficiary and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the Software. The party undertaking the inspection shall provide written notice (delivered by mail or facsimile with acknowledged transmission) of the pending inspection to the other party, seven calendar days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

## **ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING**

2.1 Confidentiality. Escrow Agent shall maintain the Source Code in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Source Code. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available or use the Source Code. Escrow Agent shall not disclose the content of this Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Source Code, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2 Status Reports. Escrow Agent shall issue to Depositor and Beneficiary a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Agreement upon the request of any other Party.

2.3 Audit Rights. During the term of this Agreement, Depositor and Beneficiary shall each have the right to inspect the written records of Escrow Agent pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

## **ARTICLE 3 -- TITLE TO MEDIA**

3.1 Title to Media. Title to the media, materials and documents upon which the Source Code is written or stored is vested in Beneficiary pursuant to Section 14 of the Contract, but is subject to the provisions of this Agreement on access to and release of such media, materials and documents.

3.2 Disclaimer. Depositor and Escrow Agent hereby disclaim and relinquish any title to or ownership of the media, materials and documents upon which the Source Code is written or stored. In addition, Escrow Agent hereby disclaims and relinquishes any title to or ownership of Source Code deposited with Escrow Agent under this Agreement.

## ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean any of the following:

- a. Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 7 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against Depositor, or by or against any Software Supplier as to deposited Source Code it owns (other than bankruptcy proceedings instituted by Depositor or any such Software Supplier against third parties), and, if instituted against Depositor or any such Software Supplier, are allowed against Depositor or any such Software Supplier or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution;
- b. A custodian, trustee or receiver is appointed for Depositor or any such Software Supplier or any substantial part of its assets;
- c. Depositor or any such Software Supplier makes or attempts to make an assignment for the benefit of creditors;
- d. Depositor or any such Software Supplier generally fails to pay its debts when they are due or admits of its inability to pay its debts;
- e. Depositor or any such Software Supplier fails to provide necessary and commercially feasible updates and maintenance releases, or otherwise is in material breach of its software development and support obligations under the Contract;
- f. The Contract is terminated in whole pursuant to its terms because of an "Event of Default";
- g. Depositor or any such Software Supplier ceases to do business in the ordinary course or is unwilling or unable to perform its obligations under the Contract;
- h. The Term of the Contract expires; or
- i. Subject to the limitations in Section 4.5 of this Agreement and the Contract, and subject to Beneficiary's payment of the Software License Fee to Beneficiary as provided in Section 21.8.1 of the Contract, Beneficiary requires the release of the Source Code for the limited purpose of the development of a Project a Joint Board Contractor other than Depositor.

4.2 Filing For Release. If Beneficiary believes in good faith that a Release Condition has occurred, Beneficiary may provide to Escrow Agent written notice of the occurrence of the Release Condition and a request for the release of the Source Code. If the

Release Condition pertains only to a Software Supplier, Beneficiary's notice shall so indicate. Immediately upon receipt of such notice, Escrow Agent shall provide a copy of the notice to Depositor by commercial express mail.

4.3 Contrary Instructions. From the date Escrow Agent mails the notice requesting release of the Source Code, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean and be limited to the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten-day period, Escrow Agent shall send a copy to Beneficiary by commercial express mail. Additionally, Escrow Agent shall notify both Depositor and Beneficiary that there is a dispute to be resolved pursuant to Section 7.3 of this Agreement. Subject to Section 5.2 of this Agreement, Escrow Agent shall continue to store the Source Code without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten-day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

#### 4.4 Release of Deposit.

a. If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten-day period, Escrow Agent is authorized to, and shall, immediately release the Source Code to the Beneficiary. If the Release Condition pertains only to a Software Supplier, then Escrow Agent shall only release the Source Code that (a) is identified on Attachment A as owned by such Software Supplier or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Agreement shall terminate upon the release of all the Source Code held by Escrow Agent.

b. Escrow Agent shall promptly release all or any part of the Source Code at any time and from time to time upon receipt of written instructions signed by both Depositor and Beneficiary.

c. Escrow Agent shall also release the Source Code to Beneficiary at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3. If Beneficiary provides to Escrow Agent a written opinion of counsel for Beneficiary to the effect that such award, judgment or resolution is final and not appealable, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5 Right to Use Following Release. Upon release of the Source Code in accordance with this Article 4, Beneficiary shall have the right and license to use the released Source Code as provided in the Contract. Beneficiary shall be obligated to maintain the confidentiality of the released Source Code as provided in the Contract.

## ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The term of this Agreement shall continue in effect unless and until this Agreement is terminated in accordance with the terms of this Article 5. This Agreement shall be terminated in the event (a) Depositor and Beneficiary jointly instruct Escrow Agent in writing that the Agreement is terminated; or (b) Escrow Agent instructs Depositor and Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the Source Code are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide written notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such notice, then Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the Source Code and transfer or dispose of the Source Code following termination as provided in this Article 5.

5.3 Termination by Resignation. Escrow Agent reserves the right to terminate this Agreement, for any reason, by providing Depositor and Beneficiary with 90-days' written notice of its intent to terminate this Agreement. Within the 90-day period, the Depositor and Beneficiary shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent hereunder and thereupon shall provide Escrow Agent with joint written instructions authorizing Escrow Agent to forward the Source Code to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the Source Code in accordance with any such joint written instruction. If Escrow Agent does not receive said joint written instructions within 90 days of the date of Escrow Agent's written termination notice, then Escrow Agent shall have no obligation to take any action under this Agreement, except action to hold and safeguard the Source Code and transfer or dispose of Source Code following termination as provided in this Article 5.

5.4 Disposition of Source Code Upon Termination. Upon termination of this Agreement, Escrow Agent shall destroy, return, or otherwise deliver the Source Code in accordance with Depositor's and Beneficiary's joint written instructions. If there are no such joint written instructions, Escrow Agent may, at its sole discretion, commence legal action interpleading Depositor and Beneficiary, deposit the Source Code with the court in such action and otherwise handle and dispose of the Source Code in accordance with court order. In no event shall Escrow Agent have the right to destroy the Source Code or return them to Depositor absent joint written instructions to such effect or final order of a court of competent jurisdiction.



5.5 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's representations and warranties (Section 1.5);
- b. The obligations of safekeeping and confidentiality with respect to the Source Code set forth in Section 2.1;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the Source Code has occurred prior to termination;
- d. The obligation to pay Escrow Agent any fees and expenses due;
- e. The obligations of Escrow Agent under Section 5.4;
- f. The provisions of Article 7; and
- g. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

## **ARTICLE 6 -- ESCROW AGENT'S FEES**

6.1 Fee Payment and Schedule. Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Beneficiary. Escrow Agent shall notify Beneficiary at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Source Code and transfer or dispose of the Source Code following termination as provided in this Article 5, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

## **ARTICLE 7 -- LIABILITY AND DISPUTES**

7.1 Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2 Indemnification. Depositor and Beneficiary each agree to indemnify, defend and hold harmless Escrow Agent from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by Escrow Agent relating in any way to this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Agreement.

7.3 Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the Contract. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Kentucky, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

- a. Give Escrow Agent at least two business days' prior notice of the hearing; and
- b. Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the Source Code if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Agreement.

## **ARTICLE 8 -- GENERAL PROVISIONS**

8.1 Escrow Agent Representation. Escrow Agent hereby represents and warrants to Beneficiary and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of Kentucky, the State of Indiana, or any other jurisdiction, except as has been specifically disclosed in writing to Beneficiary and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Beneficiary and Depositor.

8.2 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Escrow Agent is not a party to the Contract between Depositor and

Beneficiary and has no knowledge of any of the terms or provisions of the Contract except for Article 19 of the Contract regarding Dispute Resolution which Escrow Agent acknowledges having received. Escrow Agent's only obligations to Depositor or Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties, except that Attachment A need not be signed by Beneficiary and Attachment B need not be signed.

8.3 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.4 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Depositor and Beneficiary; and Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6 Regulations. Depositor and Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Source Code may be delivered in accordance with the provisions of this Agreement.

8.7 Liability. No member, officer, or employee of Beneficiary, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

Depositor

Beneficiary

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Escrow Agent

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

Name: \_\_\_\_\_

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

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

**ATTACHMENT A**

**DESCRIPTION OF ESCROWED MATERIAL**

Depositor Company Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Product Name \_\_\_\_\_ Version \_\_\_\_\_  
*(Product Name will appear as the Exhibit A Name on Account History report)*  
Owner of Product \_\_\_\_\_  
\_\_\_\_\_  
*(Name, address, tel. no., e-mail address)*

**SOURCE CODE DESCRIPTION:**

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

**PRODUCT DESCRIPTION:**

Environment \_\_\_\_\_

**SOURCE CODE INFORMATION:**

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.  
Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_  
Hardware required \_\_\_\_\_  
Software required \_\_\_\_\_

Other required information

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted Source Code have been transmitted to \_\_\_\_\_:\_\_\_\_\_ the above materials (*any exceptions are*

*noted above*):

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date Accepted \_\_\_\_\_  
Exhibit A# \_\_\_\_\_

Send materials to: Escrow Agent, \_\_\_\_\_,  
\_\_\_\_\_ (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**ATTACHMENT B**

**DESIGNATED CONTACT**

Account Number \_\_\_\_\_

Notices, deposit material returns and communications to Depositor should be addressed to:

Invoices to Depositor pursuant to Section 4.4(a) should be addressed to:

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

\_\_\_\_\_

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

\_\_\_\_\_

Designated Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

Verification Contact: \_\_\_\_\_

Notices and communications to Beneficiary should be addressed to:

Invoices to Beneficiary should be addressed to:

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

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

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**P.O.#, if required:** \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Requests from Depositor or Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Beneficiary.

Contracts, Source Code, notices, invoice inquiries and fee remittances to Escrow Agent should be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_



**EXHIBIT L**  
**FEDERAL REQUIREMENTS**

<b><u>Exhibit Description</u></b>	<b><u>No. of Pages</u></b>
Attachment 1 – Federal Provisions	2
Attachment 2 – FHWA Form 1273	27
Attachment 3 – Federal Prevailing Wage Rates	50
Attachment 4 – Equal Employment Opportunity	7
Attachment 5 – Affirmative Action	5
Attachment 6 – On the Job Training Program	1
Attachment 7 – FFATA and Single Audit Report	2

## **ATTACHMENT 1 TO EXHIBIT L**

### **FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

GENERAL — The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Exhibit D. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean the Joint Board or its authorized representative.

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

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

NON-COLLUSION PROVISION — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING — Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated within other sections of the Agreement and the Joint Board Non-Traditional Contracts DBE Program (Exhibit G to the Agreement).

## CONVICT PRODUCED MATERIALS

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

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

BUY AMERICA REQUIREMENTS — FHWA Federal-aid projects are subject to 23 CFR § 635.410, Buy America requirements. The provisions of 23 CFR § 635.410 are incorporated herein by reference and shall apply to this Agreement.

## ACCESS TO RECORDS

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

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

**ATTACHMENT 2 TO EXHIBIT -**  
**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**  
**FHWA Form 1273**

**TABLE OF CONTENTS**

		<b><u>Page</u></b>
I.	GENERAL .....	3
II.	NONDISCRIMINATION .....	4
	1. Equal Employment Opportunity .....	4
	2. EEO Officer.....	4
	3. Dissemination of Policy .....	4
	4. Recruitment .....	5
	5. Personnel Actions.....	6
	6. Training and Promotion.....	6
	7. Unions.....	7
	8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment.....	8
	9. Records and Reports .....	8
III.	NONSEGREGATED FACILITIES.....	9
IV.	PAYMENT OF PREDETERMINED MINIMUM WAGE .....	10
	1. General .....	10
	2. Classification.....	11
	3. Payment of Fringe Benefits.....	12
	4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers.....	12
	5. Apprentices and Trainees (Programs of the U.S. DOT).....	15
	6. Withholding .....	15
	7. Overtime Requirements .....	15
	8. Violation .....	16
	9. Withholding for Unpaid Wages and Liquidated Damages.....	16
V.	STATEMENTS AND PAYROLLS .....	16
	1. Compliance with Copeland Regulations (29 CFR 3).....	16
	2. Payrolls and Payroll Records .....	16
VI.	RECORD OF MATERIALS, SUPPLIES, AND LABOR.....	18
VII.	SUBLETTING OR ASSIGNING THE CONTRACT.....	19
VIII.	SAFETY: ACCIDENT PREVENTION .....	20
IX.	FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS.....	21

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT..... 22

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION..... 22

    1. Instructions for Certification - Primary Covered Transactions ..... 22

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING ..... 27

## I GENERAL

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

## II. NONDISCRIMINATION

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and

classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or



women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor

shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment

vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - i. The number of minority and non-minority group members and women employed in each work classification on the project;
    - ii. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

- iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - iv. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

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

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

award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

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

##### **1. General:**

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

employer's payroll records accurately set forth the time spent in each classification in which work is performed.

- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - i. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - ii. the additional classification is utilized in the area by the construction industry;
  - iii. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - iv. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do

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

- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

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

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

- a. Apprentices:
  - i. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed

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

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



b. Trainees:

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

c. Helpers:

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such

workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

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

**9. Withholding for Unpaid Wages and Liquidated Damages:**

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

**V. STATEMENTS AND PAYROLLS**

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

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

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

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the

work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

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

agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at

railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

- c. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- d. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- e. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

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

matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

- *"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*
- *Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*
- *Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*
- *Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*



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

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

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

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

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

**1. Instructions for Certification - Primary Covered Transactions**

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

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The

certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that

is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

\* \* \* \* \*

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph 1b of this certification; and

- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

3. Instructions for Certification - Lower Tier Covered Transactions:

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

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

transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

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

\* \* \* \* \*

## **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

**ATTACHMENT 3 TO EXHIBIT L**  
**FEDERAL PREVAILING WAGE RATES**

The federal prevailing wage rates that will apply to the Project are attached hereto.

[To be attached]

**ATTACHMENT 4 TO EXHIBIT L**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**SPECIAL PROVISION**  
**000---006**

**Standard Federal Equal Employment Opportunity Construction  
Contract Specifications (Executive Order 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the



Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications

shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
- e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards

accessible to all employees at each location where construction work is performed.

- g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of

funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- 16.** In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is per-formed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

**ATTACHMENT 5 TO EXHIBIT L**  
**FFATA AND SINGLE AUDIT REPORT**

**Federal Funding Accountability and Transparency Act Requirements:**

- A.** Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B.** For sub-awards greater than \$25,000, Provider, as a recipient of federal funding, shall:
1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top executives to the State and Federal government if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
    - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

**Single Audit Report:**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the Provider's fiscal year, the Provider must submit a Single Audit Report and Management Letter (if applicable) to the KYTC Division of Audit.

**EXHIBIT M**

**PREVAILING WAGE RATES**

6/27/2013

General Decision Number: IN130006 06/21/2013 IN6

Superseded General Decision Number: IN20120006

State: Indiana

Construction Types: Heavy and Highway

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, Dearborn, Decatur, DeKalb, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lagrange, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White and Whitley Counties in Indiana.

\* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

- 0 01/04/2013
- 1 01/18/2013
- 2 02/15/2013
- 3 02/22/2013
- 4 03/08/2013
- 5 03/22/2013
- 6 03/29/2013
- 7 04/05/2013
- 8 04/19/2013
- 9 04/26/2013
- 10 05/03/2013
- 11 05/10/2013
- 12 05/17/2013
- 13 05/31/2013
- 14 06/07/2013
- 15 06/14/2013
- 16 06/21/2013

ASBE0008-004 07/01/2012

DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES



Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 28.50 HAZARDOUS MATERIAL HANDLER	
(Includes preparation, wettings, stripping, removal,	13.22

scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.75 11.20

ASBE0018-004 06/01/2013

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:

Rates	Fringes	
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 31.23		ASBE0037-004 04/01/2012
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 18.75	15.45  9.70	DAVIESS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER, SULLIVAN,

VANDERBURGH AND WARRICK COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings and finishes to all types of mechanical systems. Also the application of fire stopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.)...\$ 29.45  
15.21 HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 19.35 10.35

ASBE0041-002 07/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE,  
 STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

Rates Fringes

6/27/2013

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 29.73 12.93 HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 21.15 12.20

ASBE0051-003 04/01/2012

CLARKE, FLOYD, HARRISON and JENNINGS COUNTIES

ASBE0079-002 07/01/2008

Rates

Fringes

RANDOLPH AND WAYNE COUNTIES

ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 24.67  
 HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 19.35

11.08  
 10.35

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR

(Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 22.25 8.89 HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

contain asbestos or not, from mechanical systems)).....\$ 22.60  
9.40

BRIN0003-001 06/01/2012

INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY,  
MORGAN and SHELBY COUNTIES

Rates Fringes

Bricklayer, Stone Mason, Pointer, Caulking.....\$ 29.75 10.23  
TERRAZZO FINISHER.....\$ 18.96 6.30 TERRAZZO  
WORKER/SETTER.....\$ 29.58 9.93 Tile & Marble Finisher.....\$  
19.83 6.32 Tile, Marble Setter.....\$ 28.99 9.83

BRIN0004-004 06/01/2012

FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND  
WHITLEY COUNTIES:

Rates

Fringes

BRICKLAYER (STONE MASON, MARBLE  
MASONS, POINTER, CLEANER, AND  
CAULKER).....\$ 28.06 Terrazzo  
Grinder Finisher.....\$ 24.01 11.88 8.45  
Terrazzo Worker Mechanic.....\$ 28.52 10.35  
Tile Setter & Marble Mason  
Mechanic.....\$ 25.61 10.35  
Tile, Marble & Terrazzo  
Finisher.....\$ 20.84 8.45

BRIN0004-009  
06/01/2012

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY and  
SWITZERLAND COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 27.20 9.95 TERRAZZO FINISHER.....\$ 18.96 6.30 TERRAZZO  
WORKER/SETTER.....\$ 29.58 9.93 Tile & Marble Finisher.....\$ 19.83 6.32 Tile, Marble Setter.....\$  
28.99 9.83

BRIN0004-010 06/01/2012

Rates Fringes

BRICKLAYER

CLARK, FLOYD, & HARRISON  
COUNTIES

BRICKLAYERS, STONEMASONS  
AND CEMENT MASONS.....\$ 24.11 10.07  
TILE, MARBLE AND TERRAZZO  
WORKERS.....\$ 22.64 6.05

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

POSEY, VANDERBURGH AND  
WARRICK COUNTIES BRICKLAYERS, MASONS.....\$ 28.47 12.89 TILE,  
MARBLE AND TERRAZZO WORKERS.....\$ 23.72 8.71

BRIN0004-015 12/01/2012

Rates		Fringes		TERRE HAUTE
BRICKLAYER				CLAY,
BRICKLAYERS, STONE MASONS and				DAVISS,
POINTER/ CLEANER/CAULKER.....\$				GIBSON,
29.80 CEMENT MASON (GREENE and				GREENE,
SULLIVAN COUNTIES).....\$ 27.45				KNOX,
CEMENT MASON (REMAINING				MARTIN,
COUNTIES).....\$ 27.60	10.95	10.95	10.95	PARKE, PIKE,
TERRAZZO FINISHERS.....\$ 18.96		6.30		PUTNAM,
TERRAZZO WORKER.....\$ 29.58		9.93		SULLIVAN,
TILE AND MARBLE FINISHERS...\$ 19.83		6.32		VERMILLION
TILE LAYER, MARBLE MASON,				and VIGO
MOSAIC WORKER.....\$ 28.99		9.83		COUNTIES

BRIN0004-016 06/01/2012

MUNCIE BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON,  
RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

Rates Fringes

Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 28.05 12.34 TERRAZZO FINISHER.....\$ 18.96  
6.30 TERRAZZO WORKER/SETTER.....\$ 29.58 9.93 Tile & Marble Finisher.....\$ 19.83 6.32 Tile &  
Marble Setter; Mosaic Worker.....\$ 28.99 9.83

BRIN0006-001 03/06/2012

MERRILLVILLE JASPER, NEWTON & STARKE COUNTIES

Rates Fringes

Bricklayer, Stone Mason, Marble Mason, Terrazzo Worker, Tile Layer, Pointer, Cle.....\$ 35.87  
19.55 Tile, Marble & Terrazzo Worker...\$ 35.87 19.55

BRIN0011-001 06/01/2012

LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

Rates		Fringes	
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 27.00	TERRAZZO		WHITE COUNTIES 6/27/2013
FINISHER.....\$ 18.96		13.19 6.30	
TERRAZZO WORKER/SETTER.....\$ 29.58		9.93 6.32	
Tile & Marble Finisher.....\$ 19.83			
Tile & Marble Setter; Mosaic Worker.....\$ 28.99		9.83	BRIN0018-002
06/01/2012			

CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE, MARSHALL, MIAMI, PULASKI, WABASH

Rates Fringes Bricklayer, Caulker,

Cleaner, Pointer.....\$ 27.61 12.14 CARP0107-010 04/01/2012

ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON,  
KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS  
COUNTIES:

Rates Fringes

CARPENTER.....\$ 25.09 15.46 CARP0108-002 04/01/2013 BENTON,  
CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE COUNTIES

Rates Fringes

CARPENTER.....\$ 25.72 15.34 CARP0109-002 04/01/2013 DAVIESS,  
GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND SULLIVAN  
COUNTIES:

Rates Fringes

CARPENTER.....\$ 24.00 16.84

CARP0111-002 04/01/2013

BOONE, CLAY, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, JOHNSON (Townships of Clark, Camp Atterbury north of Hospital Road, Pleasant, White River), MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

Rates Fringes

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16> 6/27/2013

CARPENTER.....\$ 25.02 16.08

CARP0111-003 04/01/2013

BARTHOLOMEW, BROWN, (Camp Atterbury south of Hospital Road), DECATUR, FRANKLIN, JOHNSON (Townships of Blue River, Franklin, Hensley, Needham, Nineveh, Union) , RUSH AND SHELBY COUNTIES

Rates Fringes

CARPENTER.....\$ 24.58 16.08

CARP0111-004 04/01/2013 MARION COUNTY Rates Fringes

CARPENTER.....\$ 26.13 16.08

CARP0111-005 04/01/2013 BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH, UNION AND WAYNE COUNTIES

Rates Fringes

CARPENTER.....\$ 24.88 16.08

CARP0232-003 04/01/2013 ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN and WHITLEY COUNTIES Rates Fringes

CARPENTER.....\$ 24.77 15.63

CARP0999-001 06/01/2012 JASPER, NEWTON AND STARKE

COUNTIES: Rates Fringes

CARPENTER.....\$ 35.42 23.70

CARP0999-002 04/01/2013 CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES:

Rates Fringes

CARPENTER.....\$ 23.70 16.74 CARP0999-004

04/01/2013 DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

Rates Fringes

CARPENTER.....\$ 24.20 16.24

CARP0999-005 04/01/2013 CLARK, FLOYD, HARRISON,  
JEFFERSON, SCOTT AND WASHINGTON COUNTIES Rates Fringes

CARPENTER.....\$ 23.55 16.89

CARP1031-012 06/01/2011 CLARK, FLOYD, HARRISON AND  
WASHINGTON COUNTIES Rates Fringes

MILLWRIGHT.....\$ 24.65 17.57

ELEC0016-003 04/01/2012 CRAWFORD, DAVIESS, DUBOIS,  
GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY,  
SPENCER, VANDERBURGH, WARRICK

Rates Fringes

ELEC0071-006 01/16/2012  
DEARBORN, OHIO, and SWITZERLAND COUNTIES

Rates		Fringes
Line Construction:		
Equipment Operator.....\$ 29.03	10.65	9.40
Groundman.....\$ 20.96		
Lineman & Cable Splicers....\$ 32.25	11.77	

ELECTRICIAN.....\$ 34.13 13.81

ELEC0153-003 06/03/2013

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

Rates Fringes

Communication Technician.....\$ 24.58 12.05 ELECTRICIAN.....\$ 30.49 18.73

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to, sound and voice transmission/transference systems, communication systems that transmit or receive information and/or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15)



<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

feet in length. ELEC0212-009 12/03/2012

DEARBORN, OHIO, and SWITZERLAND COUNTIES Rates

Fringes ELECTRICIAN.....\$ 26.35

15.44 ELEC0305-003 01/01/2012 ADAMS, ALLEN, DE

KALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, and

WHITLEY COUNTIES

Rates Fringes

ELEC0369-005 05/29/2013

CLARK, FLOYD, and HARRISON COUNTIES

Rates

Fringes

ELECTRICIAN.....\$ 29.48 14.37 6.35 6.35

Line Construction:

Groundman.....\$ 13.83

Lineman; Equipment Operator.\$ 22.25

ELECTRICIAN.....\$ 29.98 13.56

ELEC0481-003 06/04/2012

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 32.45 14.88 ELEC0668-002 06/01/2012 BENTON,

CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES Rates

Fringes ELECTRICIAN.....\$ 30.90 14.99 FOOTNOTE: a. PAID

HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day

Thanksgiving Day and Christmas Day ELEC0702-003 07/02/2012 DUBOIS,

GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES

Rates Fringes Line Construction:

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

GROUNDMAN, Class A.....	\$ 23.79	12.66	GROUNDMAN-EQUIPMENT
OPERATOR (All other equipment).....	\$ 30.16	14.51	
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)...	\$ 34.40	15.74	LINEMAN.....
			\$ 41.91 17.91

ELEC0725-003 01/01/2011 CLAY, GREENE, OWEN, PARKE,  
 SULLIVAN AND VIGO COUNTIES Rates Fringes  
 ELECTRICIAN.....\$ 33.15 23%+\$5.64  
 ELEC0725-007 09/01/1999 CLAY, GREENE, OWEN, PARKE,  
 SULLIVAN AND VIGO COUNTIES Rates Fringes Communication  
 Technician.....\$ 18.70 3.80+3% Includes the  
 installation, operation, inspection, maintenance,  
 repair and service of radio, television, recording,  
 voice sound and vision production and reproduction  
 apparatus, equipment and appliances used for  
 domestic, commercial, education, entertainment and  
 private telephone systems. ELEC0855-001 06/01/2012  
 FAYETTE, FRANKLIN, HENRY, RANDOLPH, UNION AND WAYNE  
 COUNTIES Rates Fringes  
 ELECTRICIAN.....\$ 32.37 12.24  
 ELEC0873-002 03/01/2013 CLINTON, GRANT, HOWARD, MIAMI,  
 TIPTON AND WABASH COUNTIES: Rates Fringes  
 ELECTRICIAN.....\$ 32.43 12.33

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16> 6/27/2013

ELEC1393-001 12/01/2012  
 REMAINING COUNTIES  
 Rates Fringes  
 Line Construction:  
 EQUIPMENT OPERATOR (Backhoes  
 over 1/2 yard bucket capacity,  
 cranes rated at 15 ton or more  
 capacity) 95% J.L. rate.....\$ 31.64 5.00+29% 5.00+29%  
 GROUNDMAN TRUCK DRIVER.....\$ 21.42  
 GROUNDMAN, EQUIPMENT OPERATOR:  
 Diggers, 5th

wheel type trucks, crawler type, D-4 and smaller, bucket  
trucks and live boom type line trucks.....\$ 25.84 5.00+29%  
GROUNDMAN.....\$ 20.57 5.00+29%

ELEC1393-002 12/01/2012

NEWTON COUNTY

Rates

Fringes

Line Construction:

EQUIPMENT OPERATOR (Backhoes  
over 1/2 yard bucket capacity,  
cranes rated at 15 ton or more  
capacity) 95% J.L. rate.....\$ 31.64 5.00+29% 5.00+29%  
EQUIPMENT OPERATOR: Diggers, 5th  
wheel type trucks, crawler type, D-4  
and smaller, bucket trucks and live  
boom type line  
trucks.....\$ 25.84  
GROUNDMAN TRUCK DRIVER.....\$ 21.42 5.00+29%  
GROUNDMAN.....\$ 20.57 5.00+29%  
LINEMAN.....\$ 33.53 5.00+29%  
LINEMAN.....\$ 33.53 5.00+29%

ENGI0103-003 04/01/2013

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

REMAINING COUNTIES

Rates Fringes

Power equipment operators:

GROUP 1.....\$ 31.25 14.65  
GROUP 2.....\$ 29.53 14.65  
GROUP 3.....\$ 28.61 14.65  
GROUP 4.....\$ 27.11 14.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Backhoe or farm-type tractor, 45 hp and over; Ballast regulator (RR); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer 21 cu. ft. or over; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earth mover, rubber-tired, tandem (\$0.50 per hour additional for each bowl); Elevating grader; Fork lift, 10 ton or over; P.C.C. formless paver post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist, 2 drums and over; Helicopter, crew; Hydraulic boom truck; keystone, skimmer scoop; Loader, self-propelled (belt, chain, wheel); Locomotive operator; Mechanic; Mucking

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

machine; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Root rake, tractor-mounted; Self-propelled widener; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Guniting machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24" and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Digger post hole, power-driven; Fork lift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Operator, 1 through 4 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Power saw, concrete, power-driven; Pug mill; Pull broom, power-type; Seaman tiller; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub grader; Tractaire, tractor, below 50 h.p.; Truck crane oiler, driver; Spreader; Water pump; Welding machine, 2 of 300 amps or over

ENGI0150-009 04/01/2013

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, and STARKE COUNTIES

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

Rates	GROUP	Fringes	
Power equipment operators:			
1.....	\$ 28.75	20.40	6/27/2013
GROUP 2.....	\$ 27.15	20.40	
GROUP 3.....	\$ 25.85	20.40	
GROUP 4.....	\$ 24.45	20.40	
GROUP 5.....	\$ 21.20	20.40	GROUP 1: Air
POWER EQUIPMENT OPERATOR CLASSIFICATIONS			compressors in manifold with throttle

valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Gunite machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled);

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman, on boiler; Hoist, 1 drum; Operator, 3-5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Power Saw-Concrete (Power Driven); Slurry seal machine; Spike machine (RR); Sub-surface Material Distributor; Tamper (multiple vibrating, earth and sub-base material); Throttle valve; Throttle Valve and fireman combination on horizontal or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Mechanic heater; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

GROUP 5: Skid steer loader under 3/4 cu. yds

ENGI0150-039 06/01/2012  
UNDERGROUND & UTILITY CONSTRUCTION:  
JASPER, NEWTON, PULASKI AND  
STARKE

COUNTIES:

GROUP 1:  
Mechanic; Asphalt  
plant; Autograde;  
Batch plant;  
Benoto (requires 2  
engineers); Boiler  
and throttle valve;  
Boring machine  
(mining machine);  
Caisson rigs;

Rates		Fringes
Power equipment operators:	GROUP	
1.....\$ 38.45		24.93
GROUP 2.....\$ 37.65		24.93
GROUP 3.....\$ 33.35		24.93
GROUP 4.....\$ 31.15		24.93

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Central Redi-mix plant; Combination backhoe-endloader with backhoe bucket over 1/2 cu. yd.; Combination tigger hoist and air compressor; Compressor and throttle; Concrete breaker (truck-mounted); Concrete conveyor; Concrete paver over 27E cu. ft.; Concrete paver 27E cu. ft. and under; Concrete pump with boom (truck-mounted); Concrete tower; Cranes and backhoes, all attachments; Cranes, Hammerhead tower; Creter cranes; Derricks, all; Derricks, traveling; Forklift, lull type; Forklift, 10 ton and over; Hoists, 1, 2 and 3 drum; Hoist, 2 tigger - one floor; Hydraulic boom truck;

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>



6/27/2013

Locomotives, all; Motor patrol; Mucking machine; Pile driving and skid rig; Pit machines; Pre-stress machines; Pumpcrete and similar types; Rock drill, self-propelled; Rock drill, truck-mounted; Slip form paver; Straddle buggies; Tractor with boom and side boom; Trenching machine; Winch tractors

GROUP 2: Asphalt spreader; Boilers; Bulldozers; Combination backhoe-endloader with backhoe bucket 1/2 cu. yd. and under; Engineer acting as conductor in charge of crew; Grader, elevating; Greaser engineer; Grouting machines; Highlift shovels or front endloader; Hoists, automatic; Corboy drilling machines; Hoists, all elevators; Hoists, tugger, single drums; Post hole digger; Roller, all; Scoops, tractor-drawn; Stone crushers; Tournapull; Winch trucks

GROUP 3: Concrete mixer (2 bag and over); Conveyor, portable; Steam generators; Tractor, farm and similar type; Air compressor, small, 150 and under, 1 to 5 not to exceed a total of 300 ft.; Air compressor, large, over 150; Combination, small equipment operator; Forklift, under 10 ton; Generator; Pump, 1 to 3 not to exceed a total of 325 ft.; Pumps; Well points; Welding machines (2 through 5); Winches, 4 electric drill winches

GROUP 4: Heater, mechanical (1 to 5); Oilers; Switchmen

ENGI0181-014 04/01/2013

HEAVY AND HIGHWAY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND,

Rates		Fringes	VANDERBURGH,
Power equipment operators:	GROUP		WARRICK,
A.....	\$ 30.45	13.90	
GROUP B.....	\$ 27.80	13.90	
GROUP C.....	\$ 25.67	13.90	

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

andWASHINGTON COUNTIES

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi- lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener.

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub-base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple\vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

GROUP C: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi-lift endloaders); Form grader; Form tamper, motor-driven; Generator; Guniting machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

ENGI0181-015 04/01/2013

SEWER WATERLINE & UTILITY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

Rates		Fringes	
Power equipment operators:	GROUP		
A.....	\$ 29.98	13.90	
GROUP B.....	\$ 21.85	13.90	6/27/2013

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Graderman; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type; Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

ENGI0841-011 04/01/2013

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX, MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLIAN, VIGO, and WARREN COUNTIES

Rates Fringes

Power equipment operators:	
GROUP 1.....	\$ 29.75 16.75+a
GROUP 2.....	\$ 23.50 16.75+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Guniting Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire,

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

D. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 06/01/2012

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3), FOUNTAIN, FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/2), JENNINGS (NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE, MADISON, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY), MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN 1/2), OWEN, PARKE, PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON, VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

Rates Fringes

IRONWORKER.....\$ 28.60 18.40

IRON0044-010 06/01/2013

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH (SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)

Rates Fringes

Ironworkers:

FENCE ERECTORS.....\$ 22.70 18.40
ORNAMENTAL.....\$ 25.00 18.40
STRUCTURAL, MACHINERY
MOVERS, RIGGERS.....\$ 25.00 18.40

IRON0070-002 06/01/2013

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4); JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:

Rates Fringes

IRONWORKER.....\$ 26.47 19.30

\* IRON0103-001 04/01/2013

DAVISS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK

Rates Fringes

IRONWORKER.....\$ 27.82 16.555

IRON0147-004 06/01/2012

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEYCOUNTIES

Rates Fringes

IRONWORKER.....\$ 24.64 18.32 IRON0290-004

03/31/2013 FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3) AND WAYNE (REMAINDER OF COUNTY) COUNTIES

Rates Fringes

Ironworkers:.....\$ 26.13 18.15

\* IRON0292-005 06/01/2013

ELKHART, FULTON (North 2/3), KOSCIUSKO (Remainder of County), LAGRANGE (West 1/3), MARSHALL, MIAMI (Northwestern Tip), NOBLE(Northwestern Tip), PULASKI (Northeast Half), and STARKE COUNTIES

Rates Fringes

IRONWORKER.....\$ 27.07 18.21 IRON0372-007

06/01/2012 DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER), FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND (REMAINDER OF COUNTY) and JENNINGS (NE TIP) COUNTIES



<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

Rates		Fringes	
IRONWORKER (Reinforcing)	Beyond 25		
miles of	Hamilton County, Ohio		
Court House.....	\$ 26.59	18.58	6/27/2013
Within 25 miles of			
Hamilton County, Ohio	Court		
House.....	\$ 26.34	18.58	
IRON0395-002 06/01/2012			

JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES

Rates Fringes

Ironworkers:

IRONWORKERS.....	\$ 38.00	23.74
SHEETER.....	\$ 38.25	23.74

LABO0041-005 04/01/2013

UTILITY CONSTRUCTION

JASPER AND NEWTON COUNTY

Rates Fringes

Laborers:

GROUP 1.....	\$ 29.57	12.25
GROUP 2.....	\$ 29.87	12.25
GROUP 3.....	\$ 30.57	12.25

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tving and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter;

Dynamite and powder man;

LABO0081-003 04/01/2013 UTILITY CONSTRUCTION

STARKE COUNTY

Rates Laborers:	GROUP		Fringes 12.25
1.....	\$ 29.22	GROUP	12.25 12.25
2.....	\$ 29.52	GROUP	
3.....	\$ 30.22		

General leadman; Concrete Saw Joint Control cutting

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

(tending bricklayers); TVing and associated grouting of utility lines

LABO0081-007 04/01/2013 UTILITY CONSTRUCTION

GROUP 3:

ALL REMAINING COUNTIES

Rates Laborers:	GROUP		Fringes 12.25
1.....		GROUP	12.25 12.25
2.....		GROUP	
3.....			

Air track and wagon drillman; Concrete barrier rail form setter; Dynamite

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

and powder man; General leadman; Concrete Saw Joint Control cutting

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0999-001 04/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

HEAVY AND HIGHWAY CONSTRUCTION

Rates

Fringes

Laborers: GROUP

1.....\$ 22.62  
2.....\$ 22.92  
3.....\$ 23.62

GROUP  
GROUP

11.70 11.70 11.70

6/27/2013

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Mason Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers. Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, asbestos removal or handler.

\* PAIN0012-006 05/01/2012

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

Rates Fringes

Painters:

Bridges, Lead Abatement.....\$ 24.39 8.36

Brush & Roller,

Paperhanger, Drywall Taping.\$ 23.39 8.36

Sandblasting, Waterblasting.\$ 24.14 8.36

Spray.....\$ 23.89 8.36

PAIN0027-005 06/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

NEWTON COUNTY, West of Highway #41 Rates Fringes

GLAZIER.....\$ 39.50 27.97

PAIN0047-005 06/01/2012 BARTHOLOMEW, BOONE, BROWN,

DECATUR, HAMILTON, HANCOCK, HENDRICKS, JACKSON,

Rates Fringes

Painters:

BRIDGE WORK

Brush & Roller.....\$ 25.43 11.23

Spray, Sandblaster,

Waterblaster, Lead Based Paint

Abatement.....\$ 29.49 11.23

Brush, Roller.....\$ 24.43 11.23 11.23

Spray and Sand-Blasting.....\$ 25.43

JENNINGS, JOHNSON, LAWRENCE, MARION, MARTIN, MONROE,

MORGAN, ORANGE, AND SHELBY COUNTIES

PAIN0080-001 08/01/2012

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES

Rates Fringes

Painters: Brush and Roller.....\$ 23.00 13.58 Spray and Sandblasting.....\$ 24.00 13.58

PAIN0091-007 06/01/2011

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

Rates Fringes

Painters: Brush & Roller, Drywall Taping & Finishing, Vinyl/Paper Hanging.....\$ 25.68 11.85

Spray.....\$ 26.18 11.85

PAIN0118-005 05/01/2011

CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND WASHINGTON COUNTIES

Rates Fringes

Painters: Brush, Roller & Paperhanger.\$ 22.93 11.05 Spray, Sandblast & Waterblast.....\$ 23.93

11.05

PAIN0156-001 04/01/2011

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

Rates	Fringes	
Painters:		DAVIESS,
BRUSH & ROLLER.....\$ 25.60	12.16	DUBOIS,
DRYWALL FINISHERS.....\$ 25.85	12.16	GIBZSON,
MASTICS, CREOSOTES KEWINCH		KNOX, PERRY,
KOATE, & COAL TAR EPOXY.....\$ 26.60	12.16	PIKE,
of MASTICS		POSSEY,
CREOSOTES, KWINCH KOATE, COAL		SPENCER,
TAR EPOXY.....\$ 27.60	12.16	VANDEBURGH,
SPRAY, SANDBLAST, POWER TOOLS,		AND WARRICK
WATERBLAST & STEAM		COUNTIES
CLEANING.....\$ 26.60	12.16	6/27/2013

PAIN0197-001 08/01/2012

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES:

Rates Fringes

Painters: Brush & Roller.....\$ 24.45 11.51 Sandblasting.....\$ 26.45 11.51 Spray &  
 Pot Man.....\$ 25.95 11.51 Steel up to 30'.....\$ 24.45 11.00

PAIN0387-004 11/01/2012

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

Rates Fringes

GLAZIER.....\$ 24.15 11.95

PAIN0460-004 07/30/2012

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

Rates Fringes

Painters: Brush & Roller.....\$ 33.99 20.38 Drywall Taping & Finishing..\$ 34.79 20.38

PAIN0469-002 07/01/2012

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WABASH, WELLS,  
 and WHITLEY COUNTIES

Rates Fringes

Painters: 101' & over.....\$ 22.01 11.37 31' - 60'.....\$ 21.41 11.37 61' - 100'.....\$  
 21.81 11.37 Brush, Roller,

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>



6/27/2013

Paperhanger, & Drywall	Finishing.....	\$ 20.56	11.37
Lead Abatement.....	\$ 25.56	11.37	Spray & Sandblast Pot
Tenders and Ground	Personnel.....	\$ 21.46	11.37
Spray, Sandblast, Power	Tools, Waterblast, & Steam		
Cleaning.....	\$ 21.56	11.37	

PAIN0669-001 04/01/2011

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI,

RANDOLPH,  
RUSH,  
TIPTON,  
UNION and  
WAYNE  
COUNTIES

Rates		Fringes
Painters:		
Brush; Roller; Paperhanging; Drywall		
Finishers.....	\$ 20.00	10.44
Spray/Waterblasting;		
Sandblasting.....	\$ 21.00	10.44

PAIN1165-014 07/01/2012

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISON, JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT, SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

Rates Fringes GLAZIER.....\$

26.78 11.62 PAIN1165-017 07/01/2012 ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

Rates Fringes

GLAZIER.....\$ 22.25 11.62 PAIN1165-018 08/01/2012 JASPER and  
 NEWTON (East of Highway #41) COUNTIES Rates Fringes  
 GLAZIER.....\$ 32.87 18.00 PAIN1165-019 07/01/2012 ELKHART,  
 FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and STARKE  
 COUNTY

Rates Fringes GLAZIER.....\$ 22.49 14.25

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

PAIN1165-022 07/01/2012

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DECATUR, DELEWARE, FAYETTE, FOUNTAIN, GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, SULLIVAN, TIPPECANOE, TIPTON, UNION, VIGO, VERMILLION, WARREN, WAYNE, and WHITE COUNTIES

Rates Fringes

GLAZIER.....\$ 25.86 12.82

PLAS0075-001 06/01/2007 CLAY, OWEN, PARKE, PUTNAM,

VERMILLION AND VIGO COUNTIES: Rates Fringes CEMENT

MASON/CONCRETE FINISHER...\$ 22.75 8.40 PLAS0101-001

06/01/2012 FULTON AND MARSHALL COUNTIES; PULASKI COUNTY

(SOUTHERN 1/2): Rates Fringes CEMENT MASON/CONCRETE

FINISHER...\$ 29.92 10.90 PLAS0101-003 06/01/2012

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS

AND WHITLEY COUNTIES

Rates Fringes CEMENT

MASON/CONCRETE FINISHER...\$ 23.32 10.85

PLASTERER.....\$ 24.18 9.31 PLAS0438-003

06/01/2013 PULASKI (NORTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEATFIELD), ALL OF STARKE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 34.76 22.15

PLAS0692-002 06/01/2010

AREA #46

BARTHOLOMEW, BOONE, BROWN, CLARK, CLAY, CRAWFORD, DAVIESS, DUBOIS, GIBSON, HENDRICKS, JACKSON, JEFFERSON, JENNINGS, JOHNSON, KNOX, LAWRENCE, MARION, MARTIN, MONROE, MORGAN, ORANGE, OWEN, PARKE, PERRY, PIKE, POSEY, PUTNAM, SCOTT, SHELBY, SPENCER, VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

Rates Fringes

PLASTERER.....\$ 25.04 12.48

PLAS0692-009 07/01/2010 AREA #83 BLACKFORD, DELAWARE, GRANT, HAMILTON  
(Northern Part), HANCOCK

(Northern Part), JAY, MADISON and WABASH COUNTIES

Rates Fringes CEMENT MASON/CONCRETE

FINISHER...\$ 24.10 10.69 PLASTERER.....\$ 25.69  
11.75

PLAS0692-011 06/01/2010 AREA #83 DECATUR, FAYETTE, FRANKLIN, HENRY,  
RANDOLPH, RUSH, UNION and

WAYNE COUNTIES

Rates Fringes CEMENT MASON/CONCRETE

FINISHER...\$ 24.10 10.69 PLASTERER.....\$ 25.69  
11.75

PLAS0692-015 06/01/2010 AREA #121 BENTON, CARROLL, CASS, CLINTON, FOUNTAIN,  
HOWARD, MIAMI,  
MONTGOMERY, TIPPECANOE, WARREN, WHITE and VERMILLION (NorthernPart) COUNTIES

Rates Fringes CEMENT MASON/CONCRETE

FINISHER...\$ 24.95 12.40 PLASTERER.....\$ 25.61  
12.40

PLAS0692-018 01/01/2011 AREA #165 NEWTON COUNTY

Rates Fringes CEMENT

MASON/CONCRETE FINISHER...\$ 33.14 13.80 PLAS0692-022 01/01/2010  
Southward on Rt. No. 49 to the JASPER, BENTON and WHITE  
Countylines, including the City Limits of Wheatfield, Rensselaer  
andRemington, Indiana. To the West, the boundary of NEWTON County

Rates Fringes

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16> 6/27/2013

CEMENT MASON/CONCRETE FINISHER AREA #406.....\$ 31.23  
14.27

PLAS0692-023 06/01/2010

AREA #532

BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS, JOHNSON, MARION and MORGAN COUNTIES

Rates Fringes CEMENT MASON/CONCRETE  
FINISHER...\$ 25.25 12.75

PLAS0692-027 04/01/2013 AREA #566 CRAWFORD, DAVIESS, DUBOIS, GIBSON,  
HARRISON, KNOX, MARTIN,

PERRY, PIKE, POSEY, SPENCER, VANDERBURGH and WARRICK COUNTIES

Rates Fringes CEMENT  
MASON/CONCRETE FINISHER...\$ 25.00 14.71 PLAS0692-033  
05/01/2012 BROWN, CLARKE, DEARBORN, FLOYD, FRANKLIN (SOUTHERN  
1/2), JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES

Rates Fringes  
CEMENT MASON/CONCRETE FINISHER AREA #821.....\$ 23.58  
10.99

PLUM0136-003 04/01/2013

DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN,  
PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, and WARRICK COUNTIES

Rates Fringes Plumbers and  
Pipefitters.....\$ 33.64 15.21 PLUM0157-002 01/01/2013  
BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE,  
WARREN AND WHITE COUNTIES:

Rates Fringes Plumbers and  
Pipefitters.....\$ 35.82 13.44 PLUM0166-001 06/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN,  
WABASH, WELLS, and WHITLEY COUNTIES

Rates Fringes Plumber

and Steamfitter.....\$ 29.21 14.81 PLUM0166-002

06/01/2012 ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

Rates Fringes PLUMBER.....\$ 29.21

14.81 PLUM0172-001 06/03/2013 JASPER (S of the N. Side

of the City of Rensselaer), MARSHALL, PULASKI and STARKE

COUNTIES

Rates Fringes

Plumber,

Pipefitter, Steamfitter.....\$ 30.50

17.53 PLUM0210-003 06/01/2013 JASPER (to the City

of Rensselaer) and NEWTON COUNTIES Rates Fringes

PLUMBER.....\$ 37.87 20.81

PLUM0392-006 06/01/2013 DEARBORN, RIPLEY, OHIO AND

SWITZERLAND COUNTIES Rates Fringes Plumbers and

Pipefitters.....\$ 29.60 17.09

\* PLUM0440-002 06/01/2013

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION  
COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHTLINE WHERE ROUTE 218 ENTERS W.  
BOUNDARY); MORGAN, SHELBY and TIPTON COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 33.67 15.34

PLUM0502-001 08/01/2012 CLARK, FLOYD AND HARRISON

COUNTIES Rates Fringes

PLUMBER/PIPEFITTER.....\$ 32.00 16.17

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

PLUM0597-004 06/01/2013

JASPER (Excluding the city limits of Rensselear), AND NEWTON (Entire County)

Rates Fringes

PIPEFITTER.....\$ 46.00 26.63 PLUM0661-002  
01/01/2013 FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and  
WAYNE COUNTIES

Rates Fringes Plumber and

Steamfitter.....\$ 31.47 14.72 ROOF0023-004 06/01/2012  
ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and  
STARKE COUNTIES

Rates		Fringes
Roofers:		
COMPOSITION.....\$ 27.61		12.07
SLATE & TILE.....\$ 28.11		12.07

ROOF0023-008 06/01/2012 ALLEN, DEKALB, NOBLE, STEUBEN,  
and WHITLEY COUNTIES Rates Fringes Roofers:

COMPOSITION.....\$ 18.83 8.73 SLATE & TILE.....\$  
19.33 8.73 ROOF0106-006 07/01/2012 CRAWFORD, DAVIESS,  
DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY, PIKE, POSEY,  
SPENCER, VANDERBURGH AND WARRICK

Rates Fringes

Roofers: COMPOSITION.....\$ 26.96 13.01 SLATE & TILE.....\$ 27.46 13.01  
ROOF0150-002 07/01/2012  
CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO COUNTIES

Rates Fringes

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>



6/27/2013

ROOFER.....\$ 26.50 10.07

SHEE0020-003 07/01/2012

ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

Rates Fringes

Sheet metal worker (HVAC Duct Work).....\$ 29.97 18.84

SHEE0020-010 07/01/2011

BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MORGAN, ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON COUNTIES

Rates Fringes

Sheet metal worker.....\$ 31.72 17.75

SHEE0020-024 07/02/2012

CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

Rates Fringes

Sheet metal worker.....\$ 31.39 17.73

TEAM0135-003 04/01/2013

REMAINING COUNTIES

Rates Fringes

Truck drivers:	GROUP 1.....	\$ 27.41	479.58/wk+.37	
	GROUP 2.....	\$ 27.46	479.58/wk+.37	GROUP
	3.....	\$ 27.51	479.58/wk+.37	GROUP
	4.....	\$ 27.56	479.58/wk+.37	GROUP
	5.....	\$ 27.61	479.58/wk+.37	GROUP
	6.....	\$ 27.66	479.58/wk+.37	GROUP
	7.....	\$ 27.71	479.58/wk+.37	GROUP
	8.....	\$ 27.76	479.58/wk+.37	GROUP
	9.....	\$ 27.81	479.58/wk+.37	
	GROUP10.....	\$ 27.26	479.58/wk+.37	
	GROUP11.....	\$ 27.81	479.58/wk+.37	
	GROUP12.....	\$ 27.91	479.58/wk+.37	

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single/batches axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog- legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low- boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or "dog-legs"; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12 cu yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks; Articulating Dump

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)).

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

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 union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### 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

<http://www.wdol.gov/wdol/scafiles/davisbacon/IN6.dvb?v=16>

6/27/2013

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

6/27/2013

General Decision Number: KY130100 06/21/2013 KY100

Superseded General Decision Number: KY20120125

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

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

Modification Number Publication Date

- 0 01/04/2013
- 1 01/11/2013
- 2 02/22/2013
- 3 04/26/2013
- 4 05/31/2013
- 5 06/07/2013
- 6 06/14/2013
- 7 06/21/2013

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

Rates Fringes

BRICKLAYER.....\$ 24.11 10.07

BRKY0001-005 06/01/2011

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

Rates Fringes

BRICKLAYER.....\$ 24.11 10.07

BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

Rates Fringes



BRICKLAYER.....\$ 26.57 10.26

BRKY0007-004 06/01/2011

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:  
6/27/2013

Rates Fringes

BRICKLAYER.....\$ 28.29 16.80 BRKY0017-004  
06/01/2009 ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE,  
FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY,  
NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

CARP0064-001 04/01/2013

Rates		Fringes
CARPENTER.....	\$ 26.90	14.46
Diver.....	\$ 40.73	14.46
PILEDRIVERMAN.....	\$ 27.15	14.46

Rates Fringes

BRICKLAYER.....\$ 24.11 9.97

ELEC0212-008 12/03/2012 BRACKEN, GALLATIN and GRANT

COUNTIES Rates Fringes ELECTRICIAN.....\$ 26.35 15.44

ELEC0212-014 06/27/2011 BRACKEN, GALLATIN & GRANT

COUNTIES: Rates Fringes Sound & Communication

Technician.....\$ 21.55 8.46 ELEC0317-012 05/30/2012 BOYD,

CARTER, ELLIOT & ROWAN COUNTIES: Rates Fringes Electricians:

Cable Splicer.....\$ 32.68 18.13 Electrician.....\$ 32.22 20.09

ELEC0369-007 05/29/2013 ANDERSON, BATH, BOURBON, BOYLE,

BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE,

FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON,

JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,

MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN,

ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON,

& WOODFORD COUNTIES:

Rates Fringes

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7> 6/27/2013

ELECTRICIAN.....\$ 29.48 14.37 ELEC0575-002

12/31/2012 FLEMING, GREENUP, LEWIS & MASON COUNTIES: Rates Fringes

ELECTRICIAN.....\$ 31.20 13.55

ENGI0181-018 07/01/2012

Rates

Fringes

Operating Engineer: GROUP

1.....\$ 27.35

13.40

GROUP 2.....\$ 24.87

13.40

GROUP 3.....\$ 25.26

13.40

GROUP 4.....\$ 24.60

13.40

OPERATING ENGINEER CLASSIFICATIONS

Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Guries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

6/27/2013

Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

Rates		Fringes	IRON0070-006 06/01/2013
IRONWORKER			
Fence Erector.....	\$ 22.50	18.40	ANDERSON,
Structural.....	\$ 24.80	18.40	BOYLE,

BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); CLARK (Western two-thirds, including Townships of Becknerville,

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

6/27/2013

Flanagan, Ford, Pine Grove, Winchester & Wyandotte); OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

Rates Fringes

IRONWORKER.....\$ 26.47 19.30

IRON0372-006 06/01/2012

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

Rates		Fringes	IRON0769-007 12/01/2012
IRONWORKER, REINFORCING	Beyond 30-		
mile radius of	Hamilton County, Ohio		
Courthouse.....	\$ 26.59	18.58	BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS,
Up to & including 30-mile			
radius of Hamilton County,	Ohio		
Courthouse.....	\$ 26.34	18.58	

MONTGOMERY & ROWAN CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of MoorefieldSprout)

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

6/27/2013

Rates Fringes

IRONWORKER.....\$ 32.54 20.18

LABO0189-003 07/01/2012

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS,

Rates		Fringes	MADISON,
Laborers:			MASON,
GROUP 1.....	\$ 21.15	11.41	MERCER,
GROUP 2.....	\$ 21.40	11.41	MONTGOMERY,
GROUP 3.....	\$ 21.45	11.41	NICHOLAS,
GROUP 4.....	\$ 22.05	11.41	OWEN,
LABORERS CLASSIFICATIONS			ROBERTSON,
SCOTT, & WOOLFORD COUNTIES			ROWAN,

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

6/27/2013

Rates		Fringes
Laborers:		
GROUP 1.....	\$ 21.61	10.95
GROUP 2.....	\$ 21.86	10.95
GROUP 3.....	\$ 21.91	10.95
GROUP 4.....	\$ 22.51	10.95

ANDERSON,  
 BULLITT,  
 CARROLL,  
 HARDIN,  
 HENRY,  
 JEFFERSON,  
 LARUE,  
 MARION,

LABORERS CLASSIFICATIONS

MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-009 07/01/2012

BRECKINRIDGE & GRAYSON COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 21.96	10.60
GROUP 2.....	\$ 22.21	10.60

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

6/27/2013

GROUP 3.....\$ 22.26 10.60  
GROUP 4.....\$ 22.86 10.60

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

Rates	Fringes
PAINTER	
Bridge/Equipment Tender	and/or
Containment Builder..\$ 18.90	Brush &
Roller.....\$ 21.30	5.90 5.90
Elevated Tanks; Steeplejack Work;	
Bridge & Lead	
Abatement.....\$ 22.30	5.90
Sandblasting &	
Waterblasting.....\$ 22.05	5.90 5.90
Spray.....\$ 21.80	



<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

\* PAIN0012-017 05/01/2013

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES: Rates Fringes  
Page 9 of 12

6/27/2013

PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)

	Bridge Equipment Tender	and Containment Builder.....	\$ 20.73	
8.36	Brush & Roller.....	\$ 23.39	8.36	Elevated Tanks;
	Steeplejack Work; Bridge &	Lead Abatement.....	\$ 24.39	
8.36	Sandblasting & Water	Blasting.....	\$ 24.14	
8.36	Spray.....	\$ 23.89	8.36	

PAIN0118-004 05/01/2010

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:

Rates Fringes

PAINTER	Brush & Roller.....	\$ 18.50	10.30	Spray,
	Sandblast, Power	Tools, Waterblast & Steam		
	Cleaning.....	\$ 19.50	10.30	

PAIN1072-003 12/01/2012

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

PLUM0248-003 06/01/2013 BOYD, CARTER, ELLIOTT, GREENUP,

LEWIS & ROWAN COUNTIES: Rates Fringes Plumber and Steamfitter.....\$

33.00 17.93 PLUM0392-007 06/01/2013 BRACKEN, CARROLL (Eastern

Rates		Fringes
Painters:		
	Bridges; Locks; Dams; Tension	
	Towers & Energized	
	Substations.....	\$ 30.18
	Power Generating Facilities.	\$ 26.94
		14.65
		14.65

Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

Rates Fringes Plumbers and Pipefitters.....\$ 29.60 17.09

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

6/27/2013

PLUM0502-003 08/01/2012

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES Rates Fringes

PLUMBER.....\$ 32.00 16.17

SUKY2010-160 10/08/2001

Rates Fringes

Truck drivers:	GROUP 1.....	\$ 16.57	7.34	
	GROUP 2.....	\$ 16.68	7.34	GROUP
	3.....	\$ 16.86	7.34	GROUP
	4.....	\$ 16.96	7.34	

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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)).

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 union or non-union.

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

Page 11 of 12

6/27/2013

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### 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.

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=7>



6/27/2013

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:

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U.S. Department of Labor 200  
Constitution Avenue, N.W.  
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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

6/7/2013

General Decision Number: KY130094 06/07/2013 KY94 Superseded General

Decision Number: KY20120119 State: Kentucky Construction Type: Heavy

Including Water and Sewer Line Construction Counties: Bullitt, Henry, Jefferson, Meade, Nelson, Oldham, Shelby, Spencer and Trimble Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number Publication Date 0 01/04/20131 04/05/20132 04/26/20133 05/31/20134 06/07/2013

013 Rates Fringes CARPENTER (Includes Form Work)...\$ 26.90 14.46 ELEC0369-020

05/29/2013 Rates Fringes ELECTRICIAN.....\$ 29.48 14.37

Operators on cranes with booms one hundred fifty feet (150) and over (including jib) shall receive one dollar (\$1.00) above rate

All crane operators operating cranes where the length of the boom in combination with the length of the piling leads equal or exceeds one hundred fifty (150) feet, shall receive one dollar (\$1.00) above the rate.

\* IRON0070-021  
06/01/2013

ENGI0181-008 07/01/2012

Rates

Fringes

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe & Loader  
(Front End).....\$ 27.35

IRONWORKER  
Structural;  
Reinforcing.....\$  
26.47 19.30

Bobcat/Skid Loader &

Forklift.....\$ 24.87 13.40 13.40

Crane.....\$ 28.40 13.40

Oiler & Roller.....\$ 24.60 13.40

<http://www.wdol.gov/wdol/scafiles/davisbacon/KY94.dvb?v=3>

6/7/2013

012 Rates Fringes LABORER Common or General.....\$ 21.61 10.95 PLAS0692-029

06/01/2012 Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 21.00 9.80

PLUM0502-006 08/01/2012 Rates Fringes PLUMBER.....\$

32.00 16.17 SUKY2010-153 09/14/2010

Rates Fringes LABORER:

Pipelayer.....\$ 15.32 6.68 OPERATOR: Bulldozer.....\$

26.07 5.94

013 Rates Fringes TRUCK DRIVER (Dump Truck).....\$ 19.56 16.85

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

=====

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6/7/2013

classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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6/7/2013

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U.S. Department of Labor 200  
Constitution Avenue, N.W.  
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4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

**The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.**

**OVERTIME:**

**Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.**

Ryan Griffith, Director Division of Construction Procurement Frankfort, Kentucky 40622

**Exhibit N**  
**Form of Proposal or Bid Bond**

TC 14-14  
Rev. 04/2007  
Page 1 of 1

**PROPOSAL OR BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, as PRINCIPAL and the \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ as SURETY, are held and firmly bound unto the KENTUCKY TRANSPORTATION CABINET in its official capacity as agent of the Commonwealth of Kentucky, hereinafter called the CABINET, as obligee, in the penal sum of 5% of the total bid (\$ DOLLARS), lawful money of the United States of America, for the payment of which, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting its bid proposal, attached hereto, with the CABINET, dated \_\_\_\_\_ (m/d/y), for project number \_\_\_\_\_, for work described in said bid proposal.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract, the said principal will within fifteen (15) days, after the notice of such award, execute the contract with required performance and payment bond, provide satisfactory evidence of required liability insurance, furnish evidence of compliance with process agent's requirements (*Sec. 102.15, Spec.*) and provide the proposed work schedule, then this obligation shall be null and void. Upon the failure, or refusal of the principal herein to provide all of the foregoing requirements or the omission, failure or refusal to provide any one of the same, then in this event this bond shall be considered forfeited and the principal and the surety will pay unto the obligee the penal sum of 5% of the total bid \_\_\_\_\_ (\$ DOLLARS) upon demand, which is the amount of this bid bond and for which the principal and surety have obligated themselves herein, as agreed damages. However, in no event shall the surety's liability exceed the penal sum hereof.

SIGNED, sealed, and dated this day of \_\_, 20\_\_ .

ATTEST

\_\_\_\_\_  
(corporate seal)

PRINCIPAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY (insurance or bonding company)

\_\_\_\_\_  
ADDRESS

ATTEST

\_\_\_\_\_  
BY (attorney-in-fact)