



INVITATION FOR BIDS

2022-0043 /P4

DIRECT QUESTIONS TO: John Stapleton, Executive Director
Delta Area Transit Authority
director@sctransit.org

Submit questions by: **June 21st, 2023**

DATE ISSUED: **May 31st, 2023**

Bids Due: **June 30th, 2023 by 4:00 PM**

Company Name: _____

Price: \$_____

On-site visits: Scheduled for **June 7 & June 12th from 8:00 AM – 4:00 PM.**

PUBLIC BID OPENING: **July 7th at 11:00 AM** in the office of Delta Area Transit Authority,
2901 27th Avenue N, Escanaba, MI.

SUBMIT TO: John Stapleton, Executive Director
Delta Area Transit Authority
2901 27th Avenue N.
Escanaba, MI 49829

Indicate "Bid Submittal" on envelope.

BIDDER - READ AND COMPLETE

The undersigned certifies that he/she offers to furnish materials and service in strict accordance with the requirements of this IFB including the specifications and Terms and Conditions that are attached and that the price quoted is correct.

Signature

Date

FED I.D. # _____

(Precede with "S " - if social security #)

BACKGROUND INFORMATION

Delta Area Transit Authority (DATA) is a non-profit public transportation agency located at 2901 27th Avenue N., in Escanaba, Michigan. DATA provides service to the residents in Delta County in participating areas. We have 30 employees and a fleet of 18 vehicles, which most are equipped with a lift for easy accessibility to the elderly, disabled and mobility challenged people.

SCOPE OF WORK

DATA is seeking a firm to replace the current roof of our office area and garage.

OFFICE AREA: Pressure wash the existing membrane with cleaning agent.
Remove all existing EPDM Flashing & edge metal.
Decking replacement if needed,
Install new .115 Mil EPDM Fleece Black roof system, along with all related accessories.
Install new 24 Gauge ES-1 rated metal with a 20 Gauge G90 Cleat.
Remove all debris from the premises.
Warranty – 20 years covering all material & labor

BID CONTENT AND SUBMITTAL

State of full name and address of your organization and, if applicable, the parent, subsidiary or subcontracted entity that will perform or assist in performing the work contained in your bid. Indicate whether you operate as an individual, partnership or corporation. All respondents must include their organization's federal ID number. In addition, the contractor will submit proof of Worker's Comp and Liability Insurance.

Questions, comments or discussions about this IFB can be directed to John Stapleton at director@sctransit.org or cherieg@databus.org by June 21st, 2023. DATA will respond to the questions within 5 business days. Questions and answers will be sent to all firms that were sent an IFB or who have submitted a bid. In addition, all questions, comments and discussions will be posted on our website at **databus.org**. Verbal comments are not part of this solicitation.

STATEMENT OF BID

Provide a narrative statement of your bid indicating the way in which your bid will satisfy the IFB requirements.

PRIOR EXPERIENCE

Provide descriptions of two (2) prior or present projects which would tend to substantiate your qualifications to perform this project. Include name, address, contact information and contact person's name.

BID PRICE

The bid price must include all labor, materials and a detailed breakdown. Any part of the bid that will be performed by subcontractor must be indicated. This contract type will be a firm, fixed price.

BID SUBMITTAL

Mail/Deliver one (1) copy of the bid with attachments to:

John Stapleton, Executive Director
Delta Area Transit Authority
2901 27th Avenue N.
Escanaba, MI 49829

Indicate "Bid Submittal" on envelope.

Bids will be received until 4:00 P.M. on June 30th, 2023.
LATE BIDS WILL **NOT** BE ACCEPTED.

The completed IFB cover page must be attached to the submitted bid and must be signed in ink by an official of the organization authorized to bind the bidder to the IFB provisions and the submitted bid.

Submitted bids and prices must remain valid for 120 days after the bid due date. Submitted bids become the property of DATA and will not be returned.

FEDERAL REQUIREMENTS

This project is funded by the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT) grants and federal and state guidelines apply. The federal requirements are the Federal Contract Clauses, Construction Less Than \$150,000 (Attachment A). Page 1 of the clauses must be signed and included with the submitted qualifications. The selected firm may need to have a 3rd party subcontract approved by MDOT.

Davis-Bacon prevailing wage requirements apply, and certified payrolls must be submitted weekly. The Davis-Bacon wage determination and Certified Payroll Form are attached as Attachment B and Attachment C.

Award will only be made to a responsive and responsible company.

TERMS & CONDITIONS

The selected vendor will receive a written Notice to Proceed from DATA. DATA reserves the right to cancel the contract with thirty (30) days by written notice. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract.

The firm agrees to indemnify and hold DATA, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against DATA and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by DATA arising out of any claimed defect in the goods and services provided by the firm. The firm's obligation under this paragraph shall include the obligation to indemnify and hold DATA harmless for negligence, whether active, passive or concurrent, in the performance of DATA's duties and obligations pursuant to this project and agreement.

CHANGE ORDERS

Change orders are required whenever an alteration is made to the procurement w=and would or would not require added costs. The change Order is the authorization to proceed. DATA and the successful bidder shall mutually agree when it is necessary to make changes in, additions to or

CHANGE ORDERS – Con't.

deductions from the work performed on the material to be furnished, pursuant to the provisions of the contract documents, as long as the change does not contain constitute a key change.

WITHDRAWAL OF OFFERS

Bids may be withdrawn by written request at any time prior to the due date and time.

BID FOR AWARD

DATA reserves the right to cancel the solicitation or reject any and all proposals in whole or part for sound, documentable, business reasons. DATA also reserves the right to award to other than the lowest priced proposal and to the proposal representing the Best Value to DATA. In addition, DATA reserves the right to waive any minor informalities or irregularities and to use whatever reasonable and prudent evaluation techniques it deems appropriate.

BID PROTESTS

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the Executive Director of DATA. Protests about solicitations specifications or processes must be received ten (10) business days before the solicitation due date. Protest received after the due date, but before award must be received five (5) business days after the due date. Post award protests must be received at DATA no later than five (5) business days after the award.

CONTRACTOR FURNISHINGS

The contractor shall provide all supervision, labor, and materials, supplies, parts, tools, transportation, delivery and equipment necessary to perform the scope of this project.

PERMITS AND LICENSING

The selected contractor, at their expense, shall be responsible for obtaining all applicable permits, licensing and inspections as required by local, state and federal authorities. The contractor and subcontractors shall comply with all state, federal and local ordinances, rules and regulations in the performance of this project.

WARRANTIES

The contractor shall provide a warranty guaranteeing all work and materials for a period of at least twenty (20) years after substantial completion and all service within that period shall be rendered without charge to DATA. Warranty duration shall be extended for those products specified exceeding the twenty (20) year period. The contractor shall be responsible for all materials that are used in the project and warranty of the parts and workmanship. DATA shall expect the contractor to have an adequate stock of replacement parts available to service DTA's needs in a timely manner.

ASSIGNMENT

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this agreement without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

FEDERAL, STATE AND LOCAL TAXES

DATA is exempt from federal, state and local taxes and will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this IFB.

EXAMINATION OF RECORDS

The bidder who is awarded the contract agrees that the auditor of DATA or an authorized representative from the State of Michigan shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers and records of the contractor relating to orders, invoices and payments of this contract. All records relating to the awarded contract shall be retained for three (3) years after the date of the final payment or completion of any required audit.

Attachment A – Federal Clauses, Construction Less Than \$150,000.

Attachment B - Davis-Bacon Prevailing Wage Rates

Attachment C - USDOL Payroll form

CONSTRUCTION LESS THAN \$150,000**GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)**

Applicability – all contracts more than \$25,000.

The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
2. If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE	
SIGNATURE	DATE	

SEISMIC SAFETY

Applicability – construction of new buildings or additions to existing buildings. These requirements do not apply to micro purchases (\$10,000 or less, except for construction contracts of more than \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicability – construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, of more than \$2,000.

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

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls

submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, and Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that

a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

FLY AMERICA REQUIREMENTS

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

CARGO PREFERENCE

Applicability – all contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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

ENERGY CONSERVATION

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

ACCESS TO RECORDS AND REPORTS

Applicability – as shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)(1), which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)(1), which receives FTA assistance

through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

RECYCLED PRODUCTS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

Applicability – all contracts more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the

recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) if contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 - I. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - II. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination

specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall

- I. Immediately discontinue all services affected (unless the notice directs otherwise), and
 - II. Deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

Applicability – when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient

or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. **Nondiscrimination in Federal Public Transportation Programs.** The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.
- b. **Nondiscrimination – Title VI of the Civil Rights Act.** The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.
- c. **Equal Employment Opportunity.** (1) **Federal Requirements and Guidance.** The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) **General.** The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) **Equal Employment Opportunity Requirements for Construction Activities.** In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.
- d. **Disadvantaged Business Enterprise.** To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) **Requirements.** The Recipient agrees to comply with: (a) Section 1101(b)

of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation.

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial

Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

DISADVANTAGED BUSINESS ENTERPRISE

Applicability – contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment

for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

PROMPT PAYMENT

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Prevailing Wage Rates for State Funded Projects**Official Rates****Delta County**

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Boilermaker							
Boilermaker		B0169	12/13/2021	\$72.47	\$107.55	\$142.63	H H H H H H D Y
	Apprentice Rates:						
	1st Period			\$53.53	\$79.15	\$104.75	
	2nd Period			\$55.14	\$81.56	\$107.97	
	3rd Period			\$56.73	\$83.94	\$111.15	
	4th Period			\$58.31	\$86.31	\$114.31	
	5th Period			\$59.85	\$88.62	\$117.39	
	6th Period			\$63.03	\$93.39	\$123.75	
	7th Period			\$66.17	\$98.10	\$130.03	
	8th Period			\$69.32	\$102.83	\$136.33	
Bricklayer							
Bricklayers, Stone Masons, Marble Masons, Mosaic Workers, Cement Masons, Plasterers, Pointer, Cleaner, Caulkers, Plant Masonry Workers, Refractory Specialists, Tuck Pointers, Tile Layers, Terrazzo Workers, and Marble, Tile & Terrazzo Finishers.		BR2-UP	12/3/2021	\$51.92	\$66.19	\$80.46	H H H H H H D N
	Apprentice Rates:						
	1st Period			\$41.93	\$51.20	\$60.48	
	2nd Period			\$43.36	\$53.35	\$63.34	
	3rd Period			\$44.78	\$55.48	\$66.18	
	4th Period			\$46.21	\$57.62	\$69.04	
	5th Period			\$47.64	\$59.77	\$71.90	
	6th Period			\$49.07	\$61.92	\$74.76	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Carpenter							
Carpenter, Drywall Taper & Finisher, & Floor Layer		CA1510-C	12/1/2021	\$48.25	\$61.82	\$75.38	X X H X X X D Y
Comment	Make up day allowed						
Saturday							
	Apprentice Rates:						
	1st 6 months			\$37.40	\$45.54	\$53.68	
	2nd 6 months			\$38.75	\$47.56	\$56.38	
	3rd 6 months			\$40.11	\$49.60	\$59.10	
	4th 6 months			\$41.47	\$51.64	\$61.82	
	5th 6 months			\$42.82	\$53.67	\$64.52	
	6th 6 months			\$44.18	\$55.71	\$67.24	
	7th 6 months			\$45.54	\$57.75	\$69.96	
	8th 6 months			\$46.89	\$59.78	\$72.66	
Carpenter - Diver		CA1510-D	12/3/2021	\$61.82	\$82.17	\$102.52	X X X X X X D Y
	Apprentice Rates:						
	1st 6 months			\$49.61	\$63.86	\$78.10	
	2nd 6 months			\$50.63	\$65.38	\$80.14	
	3rd 6 months			\$51.64	\$66.90	\$82.16	
	4th 6 months			\$53.68	\$69.96	\$86.24	
	5th 6 months			\$55.72	\$73.02	\$90.32	
	6th 6 months			\$57.75	\$76.06	\$94.38	
	7th 6 months			\$59.78	\$79.11	\$98.44	
	8th 6 months			\$60.80	\$80.64	\$100.48	
Millwright		CA1510-Mw	12/1/2021	\$54.33	\$70.65	\$86.96	X X X X X X D Y
	Apprentice Rates:						
	1st 6 months			\$44.54	\$55.96	\$67.38	
	2nd 6 months			\$45.19	\$56.94	\$68.68	
	3rd 6 months			\$46.17	\$58.40	\$70.64	
	4th 6 months			\$47.80	\$60.85	\$73.90	
	5th 6 months			\$49.44	\$63.31	\$77.18	
	6th 6 months			\$51.07	\$65.76	\$80.44	
	7th 6 months			\$52.70	\$68.20	\$83.70	
	8th 6 months			\$53.51	\$69.42	\$85.32	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						

Pile driver		CA1510-P	12/1/2021	\$48.45	\$62.12	\$75.78	X X H X X H H D Y
Comment	Make up day allowed						
Saturday							

Apprentice Rates:

1st 6 months	\$40.25	\$49.82	\$59.38
2nd 6 months	\$40.93	\$50.84	\$60.74
3rd 6 months	\$41.62	\$51.87	\$62.12
4th 6 months	\$42.98	\$53.91	\$64.84
5th 6 months	\$44.35	\$55.96	\$67.58
6th 6 months	\$45.72	\$58.02	\$70.32
7th 6 months	\$47.08	\$60.06	\$73.04
8th 6 months	\$47.77	\$61.10	\$74.42

Cement Mason

Cement Mason		CE514-UP	11/29/2021	\$38.67	\$50.71	\$62.74	H H H H H H D Y
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Apprentice Rates:

1st Year	\$30.25	\$38.08	\$45.90
2nd Year	\$32.65	\$41.68	\$50.70
3rd Year	\$35.06	\$45.29	\$55.52

Drywall

Drywall Finisher, Soundproofing, & Plural Component Applicator		PT-1011-DF	1/7/2022	\$42.87	\$57.12	\$71.36	H H H H H H D N
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Apprentice Rates:

1st 1,000 hours	\$31.47	\$40.02	\$48.56
2nd 1,000 hours	\$32.90	\$42.16	\$51.42
3rd 1,000 hours	\$34.32	\$44.29	\$54.26
4th 1,000 hours	\$35.75	\$46.44	\$57.12
5th 1,000 hours	\$37.17	\$48.56	\$59.96
6th 1,000 hours	\$38.60	\$50.71	\$62.82
7th 1,000 hours	\$40.02	\$52.84	\$65.66
8th 1,000 hours	\$41.45	\$54.98	\$68.52

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Electrician							
Inside Wireman for jobs over \$160,000	4 consecutive tens allowed M-Th	EC-906 Z3 High Sc	11/15/2021	\$59.06	\$77.32	\$95.58	H H H H H H D Y
Comment	Make up day allowed Friday for inclement weather & holidays						
Apprentice Rates:							
	1st period			\$30.35	\$37.66	\$44.96	
	2nd period			\$32.17	\$40.38	\$48.60	
	3rd period			\$35.82	\$45.86	\$55.90	
	4th period			\$39.47	\$51.34	\$63.20	
	5th period			\$43.13	\$56.82	\$70.52	
	6th period			\$46.77	\$62.29	\$77.80	
Inside Wireman for jobs at or below \$160,000	4 consecutive tens allowed M-Th	EC-906zIII	11/15/2021	\$57.00	\$74.23	\$91.46	H H H H H H D Y
Comment	Make up day allowed Friday for inclement weather & holidays						
Apprentice Rates:							
	1st period			\$29.52	\$36.41	\$43.30	
	2nd period			\$31.24	\$39.00	\$46.74	
	3rd period			\$34.69	\$44.17	\$53.64	
	4th period			\$38.13	\$49.33	\$60.52	
	5th period			\$41.58	\$54.51	\$67.42	
	6th period			\$45.02	\$59.66	\$74.30	
Elevator Constructor							
Elevator Constructor Mechanic		EL-85	11/30/2021	\$96.72		\$152.57	D D D D D D D Y
Comment	4 tens allowed M-TH						
Apprentice Rates:							
	1st year			\$68.96		\$99.68	
	2nd year			\$74.88		\$111.18	
	3rd year			\$77.85		\$116.95	
	4th year			\$84.65		\$129.33	

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Glazier							
Glazier	4 tens allowed on consecutive days	GL-826	12/9/2021	\$49.84	\$67.73	\$85.62	H H H H H H D Y
	Apprentice Rates:						
	1st level			\$31.62	\$40.40	\$49.18	
	2nd level			\$35.12	\$45.66	\$56.18	
	3rd Level			\$40.38	\$53.54	\$66.70	
	4th level			\$45.66	\$61.46	\$77.26	
Heat and Frost Insulator							
Heat and Frost Insulators		as127	11/10/2021	\$42.97	\$55.93	\$68.89	H H H H D D D Y
	Make up day allowed						
	Apprentice Rates:						
	1st year			\$30.01	\$36.49	\$42.97	
	2nd year			\$32.60	\$40.37	\$48.15	
	3rd year			\$35.19	\$44.26	\$53.33	
	4th year			\$37.79	\$48.16	\$58.53	
Spray Insulation		AS25S	6/2/2016	\$25.29	\$36.51		X X X H H H H N
Ironworker							
For work over \$10 million: Structural, Ornamental, Machinery Rigger & Reinforcing Ironworker; installation of sheet metal sidingA 4-10 work week allowed Monday thru Thursday. Friday may be used as a make-up day. Hours in excess of 40 must be paid tim		IR-8-A	9/29/2014	\$50.07	\$69.76	\$89.45	H H D H D D D Y
	Make up day allowed						
	Apprentice Rates:						
	0 - 1,000 hours			\$25.39	\$37.75	\$50.11	
	1,001 - 2,000 hours			\$37.71	\$51.22	\$64.73	
	2,001 - 3,000 hours			\$39.01	\$53.17	\$67.33	
	3,001 - 4,000 hours			\$40.31	\$55.12	\$69.93	
	4,001 - 5,000 hours			\$41.61	\$57.07	\$72.53	
	5,001 - 6,000 hours			\$42.92	\$59.04	\$75.15	
	6,001 - 7,000 hours			\$44.22	\$60.98	\$77.75	

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
	For work under \$10 Million: Structural, Ornamental, Machinery Rigger & Reinforcing Ironworker; pre-engineered metal buildingsA 4-10 work week allowed Monday thru Thursday. Friday may be used as a make-up day. Hours in excess of 40 must be paid time a Make up day allowed	IR-8-B	9/29/2014	\$46.73	\$64.76	\$82.79	H H D H D D D D Y
	Apprentice Rates:						
	0-1,000 hours			\$25.39	\$37.75	\$50.11	
	1,001 - 2,000 hours			\$37.71	\$51.22	\$64.73	
	2,001 - 3,000 hours			\$39.01	\$53.17	\$67.33	
	3,001 - 4,000 hours			\$40.31	\$55.12	\$69.93	
	4,001 - 5,000 hours			\$41.61	\$57.07	\$72.53	
	5,001 - 6,000 hours			\$42.92	\$59.04	\$75.15	
	6,001 - 7,000 hours			\$44.22	\$60.98	\$77.75	
Laborer							
	Class A Laborer - construction laborer on building and heavy construction work, storm, and sanitary sewers on all construction sites and streets which are not included in the road builder rates, tool crib attendant, civil engineer helper, rodman, oxi-gun	L1329-B-A	5/5/2022	\$38.93	\$51.52	\$64.11	X X D X D D D D Y
	Apprentice Rates:						
	0 - 1,000 hours			\$32.64	\$42.09	\$51.53	
	1,001 - 2,000 hours			\$33.79	\$43.86	\$53.93	
	2,001 - 3,000 hours			\$35.05	\$45.75	\$56.45	
	3,001 - 4,000 hours			\$37.67	\$49.63	\$61.59	
	Class B Laborer - Cement gun nozzleman, blasters, miners, drillers, buster operators, layers of all non-metallic pipe	L1329-B-B	5/5/2022	\$41.16	\$54.87	\$68.57	X X D X D D D D Y
	Class C Laborer - caisson worker & airtrack	L1329-B-C	12/16/2021	\$37.68	\$49.67	\$61.66	X X X X X X X D Y
	Class E Laborer - digester, tanks & kilns	L1329-B-D	12/16/2021	\$39.91	\$53.02	\$66.12	X X X X X X X D Y

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
	Laborer Road Class 1: asphalt shoveler or loader, yard man, fence erector tender, dumper, joint filling, form setting, form stripper, pavement reinforcing, waterproofing, seal coating, bridge painting, sandblasting, pressure grouting, RC equipment	MITA-RZ4-C1	1/5/2022	\$41.52	\$55.58	\$69.64	H H H H H H D Y
	Apprentice Rates:						
	3,001-4,000 hours			\$40.31	\$53.77	\$67.22	
	2,001-3,000 hours			\$39.46	\$52.49	\$65.52	
	1,001-2,000 hours			\$36.68	\$48.32	\$59.96	
	0-1,000 hours			\$35.46	\$46.49	\$57.52	
	Laborer Road Class 2: mixer operator, air or electric tool operator, spreader, boxman, concreter paddler, power chain saw operator, paving patch truck dumper, tunnel mucker, concrete saw operator, dry pack machine and roto-mill grounds person	MITA-RZ4-C2	1/5/2022	\$41.73	\$55.90	\$70.06	H H H H H H D Y
	Apprentice Rates:						
	3,001-4,000 hours			\$40.51	\$54.07	\$67.62	
	2,001-3,000 hours			\$38.07	\$50.41	\$62.74	
	1,001-2,000 hours			\$36.84	\$48.56	\$60.28	
	0-1,000 hours			\$35.62	\$46.73	\$57.84	
	Laborer Road Class 3: tunnel miner, finish tenders, guard rail builder, median barrier installer, earth retention barrier and wall installer, fence erector, bottom man, powder man, wagon drill and air track operator, curb and side rail setter	MITA-RZ4-C3	1/5/2022	\$42.02	\$56.33	\$70.64	H H H H H H D Y
	Apprentice Rates:						
	3,001-4,000 hours			\$40.78	\$54.47	\$68.16	
	2,001-3,000 hours			\$38.31	\$50.77	\$63.22	
	1,001-2,000 hours			\$37.08	\$48.92	\$60.76	
	0-1,000 hours			\$35.84	\$47.06	\$58.28	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Laborer Road Class 4:	asphalt raker	MITA-RZ4-C4	1/5/2022	\$42.46	\$56.99	\$71.52	H H H H H H D Y
Apprentice Rates:							
	3,001-4,000 hours			\$41.20	\$55.10	\$69.00	
	2,001-3,000 hours			\$38.69	\$51.33	\$63.98	
	1,001-2,000 hours			\$37.43	\$49.45	\$61.46	
	0-1,000 hours			\$36.17	\$47.55	\$58.94	
Laborer Road Class 5:	pipe layers, oxy-gun	MITA-RZ4-C5	1/5/2022	\$42.08	\$56.42	\$70.76	H H H H H H D Y
Apprentice Rates:							
	3,001-4,000 hours			\$40.84	\$54.56	\$68.28	
	2,001-3,000 hours			\$38.36	\$50.84	\$63.32	
	1,001-2,000 hours			\$37.12	\$48.98	\$60.84	
	0-1,000 hours			\$35.88	\$47.12	\$58.36	
Laborer Road Class 6:	line form setter for curb or pavement, asphalt screed checker/screw man on asphalt paving machines	MITA-RZ4-C6	1/5/2022	\$42.51	\$57.07	\$71.62	H H H H H H D Y
Apprentice Rates:							
	3,001-4,000 hours			\$41.25	\$55.17	\$69.10	
	2,001-3,000 hours			\$38.73	\$51.39	\$64.06	
	1,001-2,000 hours			\$37.47	\$49.51	\$61.54	
	0-1,000 hours			\$36.21	\$47.61	\$59.02	
Laborer Road Class 7:	concrete specialist - including finishing and trowling, cast in place or precast by any method	MITA-RZ4-C7	1/5/2022	\$45.84	\$62.06	\$78.28	H H H H H H D Y
Apprentice Rates:							
	3,001-4,000 hours			\$44.41	\$59.91	\$75.42	
	2,001-3,000 hours			\$41.56	\$55.64	\$69.72	
	1,001-2,000 hours			\$40.13	\$53.49	\$66.86	
	0-1,000 hours			\$38.70	\$51.35	\$64.00	

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Asbestos & Lead Abatement Laborer	4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days	MLDC	1/7/2022	\$46.70	\$62.52	\$78.33	H H H X X X X D Y

Apprentice Rates:

Trainee 600 hours +1 year \$34.07

Laborer - Hazardous

Class A - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal reg

Comment Make up day allowed

4 10s allowed M-Th or T-F; inclement weather makeup day Friday

Apprentice Rates:

0-1,000 work hours	\$31.50	\$43.99	\$56.48
1,001-2,000 work hours	\$32.70	\$45.79	\$58.88
2,001-3,000 work hours	\$33.90	\$47.59	\$61.28
3,001-4,000 work hours	\$36.30	\$51.19	\$66.08

Class B - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.

Comment Make up day allowed

4 10s allowed M-Th or T-F; inclement weather makeup day Friday

Apprentice Rates:

0-1,000 work hours	\$32.26	\$44.93	\$57.80
1,001-2,000 work hours	\$33.50	\$46.79	\$60.28
2,001-3,000 work hours	\$34.75	\$48.66	\$62.78
3,001-4,000 work hours	\$37.25	\$52.42	\$67.78

Laborer - Landscape

Class B1: Landscape Operator includes air, gas, and diesel equipment operator, lawn sprinkler installer, skidsteer, mini excavators, ride and walk behind trenchers, backhoe loaders, off road dump vehicle, articulated haulers, hydroseeder, wheel loaders

Class B2: Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, irrigation installers' tender material mover

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County: Delta

Date Rendered:

5/5/2022

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Class C:	landscape laborer with 90 or more calendar days worked	LLAN-Z2-C	1/7/2022	\$24.66	\$33.27	\$41.87	H H H H H H D N
Class D:	Inexperienced landscape laborer - individual who has worked less than 90 calendar days	LLAN-Z2-D	1/7/2022	\$15.54	\$23.31	\$31.08	H H H H H H D N
Laborer Underground - Tunnel, Shaft & Caisson							
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.		LAUCT-Z2-1	1/4/2022	\$38.42	\$51.00	\$63.57	X X X X X X D Y
Apprentice Rates:							
0-1,000 work hours				\$32.85	\$42.64	\$52.43	
1,001-2,000 work hours				\$33.97	\$44.32	\$54.67	
2,001-3,000 work hours				\$35.08	\$45.99	\$56.89	
3,001-4,000 work hours				\$37.31	\$49.33	\$61.35	
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder		LAUCT-Z2-2	1/4/2022	\$38.51	\$51.13	\$63.75	X X X X X X D Y
Apprentice Rates:							
0-1,000 work hours				\$32.92	\$42.75	\$52.57	
1,001-2,000 work hours				\$34.04	\$44.43	\$54.81	
2,001-3,000 work hours				\$35.16	\$46.11	\$57.05	
3,001-4,000 work hours				\$37.39	\$49.45	\$61.51	
Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, con		LAUCT-Z2-3	1/4/2022	\$38.61	\$51.28	\$63.95	X X X X X X D Y
Apprentice Rates:							
0-1,000 work hours				\$32.99	\$42.85	\$52.71	
1,001-2,000 work hours				\$34.12	\$44.55	\$54.97	
2,001-3,000 work hours				\$35.24	\$46.23	\$57.21	
3,001-4,000 work hours				\$37.49	\$49.60	\$61.71	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.		LAUCT-Z2-4	1/4/2022	\$38.77	\$51.52	\$64.27	X X X X X X X D Y
Apprentice Rates:							
	0-1,000 work hours			\$33.11	\$43.03	\$52.95	
	1,001-2,000 work hours			\$34.25	\$44.74	\$55.23	
	2,001-3,000 work hours			\$35.38	\$46.43	\$57.49	
	3,001-4,000 work hours			\$37.64	\$49.83	\$62.01	
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)		LAUCT-Z2-5	1/4/2022	\$39.03	\$51.91	\$64.79	X X X X X X X D Y
Apprentice Rates:							
	0-1,000 work hours			\$33.31	\$43.33	\$53.35	
	1,001-2,000 work hours			\$34.45	\$45.04	\$55.63	
	2,001-3,000 work hours			\$35.60	\$46.77	\$57.93	
	3,001-4,000 work hours			\$37.89	\$50.20	\$62.51	
Class VI - Dynamite man and powder man.		LAUCT-Z2-6	1/4/2022	\$39.34	\$52.38	\$65.41	X X X X X X X D Y
Apprentice Rates:							
	0-1,000 work hours			\$33.54	\$43.67	\$53.81	
	1,001-2,000 work hours			\$34.70	\$45.41	\$56.13	
	2,001-3,000 work hours			\$35.86	\$47.15	\$58.45	
	3,001-4,000 work hours			\$38.18	\$50.63	\$63.09	
Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.		LAUCT-Z2-7	1/4/2022	\$31.61	\$40.78	\$49.95	X X X X X X X D Y
Apprentice Rates:							
	0-1,000 work hours			\$27.75	\$34.99	\$42.23	
	1,001-2,000 work hours			\$28.52	\$36.15	\$43.77	
	2,001-3,000 work hours			\$29.29	\$37.30	\$45.31	
	3,001-4,000 work hours			\$30.84	\$39.63	\$48.41	

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Laborer -Underground Open Cut, Class I							
Construction Laborer		LAUC-Z5-1	1/4/2022	\$35.55	\$46.67	\$57.79	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$30.71	\$39.41	\$48.11	
	1,001-2,000 work hours			\$31.68	\$40.86	\$50.05	
	2,001-3,000 work hours			\$32.65	\$42.32	\$51.99	
	3,001-4,000 work hours			\$34.58	\$45.22	\$55.85	
Laborer -Underground Open Cut, Class II							
Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.		LAUC-Z5-2	1/4/2022	\$35.69	\$46.88	\$58.07	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$30.82	\$39.58	\$48.33	
	1,001-2,000 work hours			\$31.79	\$41.03	\$50.27	
	2,001-3,000 work hours			\$32.77	\$42.50	\$52.23	
	3,001-4,000 work hours			\$34.72	\$45.42	\$56.13	
Laborer -Underground Open Cut, Class III							
Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon		LAUC-Z5-3	1/4/2022	\$35.82	\$47.08	\$58.33	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$30.92	\$39.72	\$48.53	
	1,001-2,000 work hours			\$31.90	\$41.20	\$50.49	
	2,001-3,000 work hours			\$32.88	\$42.66	\$52.45	
	3,001-4,000 work hours			\$34.84	\$45.60	\$56.37	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Laborer -Underground Open Cut, Class IV							
	Trench or excavating grade man.	LAUC-Z5-4	1/4/2022	\$35.87	\$47.15	\$58.43	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$30.95	\$39.77	\$48.59	
	1,001-2,000 work hours			\$31.94	\$41.26	\$50.57	
	2,001-3,000 work hours			\$32.92	\$42.72	\$52.53	
	3,001-4,000 work hours			\$34.89	\$45.68	\$56.47	
Laborer -Underground Open Cut, Class V							
	Pipe Layer (including crock, metal pipe, multiplate or other conduits)	LAUC-Z5-5	1/4/2022	\$35.92	\$47.23	\$58.53	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$30.99	\$39.83	\$48.67	
	1,001-2,000 work hours			\$31.98	\$41.32	\$50.65	
	2,001-3,000 work hours			\$32.96	\$42.78	\$52.61	
	3,001-4,000 work hours			\$34.93	\$45.74	\$56.55	
Laborer -Underground Open Cut, Class VI							
	Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work & the installation and repair of water service pipe and appurtenance	LAUC-Z5-6	1/4/2022	\$33.30	\$43.30	\$53.29	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$29.03	\$36.89	\$44.75	
	1,001-2,000 work hours			\$29.88	\$38.16	\$46.45	
	2,001-3,000 work hours			\$30.74	\$39.46	\$48.17	
	3,001-4,000 work hours			\$32.45	\$42.02	\$51.59	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Laborer -Underground Open Cut, Class VII							
	Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z5-7	1/4/2022	\$31.41	\$40.46	\$49.51	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			\$27.61	\$34.76	\$41.91	
	1,001-2,000 work hours			\$28.37	\$35.90	\$43.43	
	2,001-3,000 work hours			\$29.13	\$37.04	\$44.95	
	3,001-4,000 work hours			\$30.65	\$39.32	\$47.99	
Operating Engineer - Marine Construction							
	Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF D	12/16/2021	\$52.81	\$78.57	\$104.32	H H H H H H H D N
	Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	1/7/2022	\$78.97	\$102.47	\$125.97	X X H H H H H D Y
	Make up day allowed						
	<u>Subdivision of county</u>	all Great Lakes, islands therein, & connecting & tributary waters					
	Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	1/7/2022	\$77.47	\$100.22	\$122.97	X X H H H H H D Y
	Make up day allowed						
	<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters					
	Friction, Lattice Boom or Crane License Certification30	GLF-2B	1/7/2022	\$78.97	\$102.47	\$125.97	X X H H H H H D Y
	Make up day allowed						
	<u>Subdivision of county</u>	All Great Lakes, islands, therein, & connecting & tributary waters					
	Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	1/7/2022	\$72.92	\$93.40	\$113.87	X X H H H H H D Y
	Make up day allowed						
	<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters					
	Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator	GLF-4	1/7/2022	\$66.72	\$84.10	\$101.47	X X H H H H H D Y
	Make up day allowed						
	<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters					

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Operating Engineer General Construction & Underground							
Crane 120' boom & jib		EN-324UP-120GU	12/10/2021	\$61.10	\$79.31	\$97.51	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						
Crane 140' boom & jib		EN-324UP-140GU	12/10/2021	\$61.92	\$80.54	\$99.15	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						
Crane with 400' or longer main boom & jib		EN-324UP-400GU	12/10/2021	\$65.22	\$85.49	\$105.75	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						
Class A- Regular equipment operator, crane, dozer, front end loader, pumpcrete, squeeze crete, job mechanic, welder, concrete pump, excavator, milling & pulverizing machines, & scraper (self-propelled & tractor drawn).		EN-324UP-AGU	12/10/2021	\$57.80	\$74.36	\$90.91	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						
Apprentice Rates:							
1st 6 months				\$49.16	\$61.39	\$73.63	
2nd 6 months				\$50.60	\$63.55	\$76.51	
3rd 6 months				\$52.04	\$65.71	\$79.39	
4th 6 months				\$53.48	\$67.87	\$82.27	
5th 6 months				\$54.92	\$70.03	\$85.15	
6th 6 months				\$56.36	\$72.19	\$88.03	
Class B- Air-Trac Drill, boom truck (non-swing), concrete mixers, material hoist and tugger, pumps 6" and over, beltcrete, sweeping machine, trencher, head grease man, winches, well points and freeze systems		EN-324UP-BGU	12/10/2021	\$54.55	\$69.48	\$84.41	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						
Class C- Fork Truck, air compressor, conveyer, concrete saw, farm tractor(without attachments), generator, guard post driver, mulching machines, pumps under 6", welding machines, grease man		EN-324UP-CGU	12/10/2021	\$53.37	\$67.71	\$82.05	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						
Class D- Oiler, fireman, heater operator, brock concrete breaker, elevators (other than passenger), end dump & skid steer		EN-324UP-DGU	12/10/2021	\$52.43	\$66.30	\$80.17	X X H H H H H D N
Comment	Double time after 12 hours Mon-Sat						

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
	Class E - Fire watch for work performed by a member of the Operating Engineers, fueling of all poer-driven equipment when operatoed by a member of the Operating Engineers, ground man, hole watch for work performed by a member of the Operating Engineers, I	EN-324UP-EGU	12/10/2021	\$40.65	\$54.88	\$69.11	X X H H H H H D N
	Crane 220' boom & jib Comment Double time after 12 hours Mon-Sat	EN-324UP-GU	12/10/2021	\$62.21	\$80.97	\$99.73	X X H H H H H D N
	Mechanic w/ truck & tools Comment Double time after 12 hours Mon-Sat	EN-324UP-MGU	12/16/2021	\$62.10	\$88.38	\$114.66	X X H H H H H D N
Operating Engineer Steel Work							
	Crane 120' boom & jib Comment Double time after 12 hours Mon-Sat	EN-324UP-120S	12/10/2021	\$67.06	\$88.25	\$109.43	X X H H H H H D Y
	Crane 140' boom & jib Comment Double time after 12 hours Mon-Sat	EN-324UP-140S	12/10/2021	\$67.36	\$88.70	\$110.03	X X H H H H H D Y
	Crane 220' boom & jib Comment Double time after 12 hours Mon-Sat	EN-324UP-220S	12/16/2021	\$67.95	\$97.16	\$126.36	X X H H H H H D Y
	Crane with 300' boom & jib Comment Make up day allowed Double time after 12 hours Mon-Sat	EN-324UP-300S	12/10/2021	\$70.30	\$93.11	\$115.91	X X H H H H H D Y
	Crane with 400' boom & jib Comment Make up day allowed Double time after 12 hours Mon-Sat	EN-324UP-400S	12/10/2021	\$72.08	\$95.78	\$119.47	X X H H H H H D Y
	Compressor, Welder & Forklift Comment Double time after 12 hours Mon-Sat	EN-324UP-CWS	12/10/2021	\$60.59	\$78.54	\$96.49	X X H H H H H D Y
	Mechanic w/ truck & tools Comment Double time after 12 hours Mon-Sat	EN-324UP-MS	12/10/2021	\$66.19	\$86.94	\$107.69	X X H H H H H D Y

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Oiler & Fireman		EN-324UP-OFS	12/10/2021	\$59.05	\$76.23	\$93.41	X X H H H H H D Y
	Comment						
	Double time after 12 hours Mon-Sat						
Operator		EN-324UP-OS	12/10/2021	\$64.41	\$84.27	\$104.13	X X H H H H H D Y
	Comment						
	Double time after 12 hours Mon-Sat						
	Apprentice Rates:						
	1st 6 months			\$54.05	\$68.73	\$83.41	
	2nd 6 months			\$55.77	\$71.31	\$86.85	
	3rd 6 months			\$57.50	\$73.90	\$90.31	
	4th 6 months			\$59.23	\$76.50	\$93.77	
	5th 6 months			\$60.96	\$79.10	\$97.23	
	6th 6 months			\$62.68	\$81.68	\$100.67	
Operating Engineer Underground							
Class I Equipment - Backfiller Tamper, Backhoe, Batch Plant Operator, Clamshell, Concrete Paver 2 drums or larger, Conveyor Loader Euclid type, Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, endloader, gradall, grader, hyd		EN-324A2-UC1	12/10/2021	\$60.93	\$78.89	\$96.85	H H H H H H H D Y
	Apprentice Rates:						
	0-999 hours			\$49.19	\$61.74	\$74.29	
	1,000-1,999 hours			\$50.99	\$64.44	\$77.89	
	2,000-2,999 hours			\$52.78	\$67.12	\$81.47	
	3,000-3,999 hours			\$54.58	\$69.82	\$85.07	
	4,000-4,999 hours			\$56.37	\$72.51	\$88.65	
	5,000-5,999 hours			\$58.16	\$75.19	\$92.23	
Class II Equipment - Boom Truck, Crusher, Hoist, Pump 6 inch discharge or larger, side boom tractor, Tractor (pneutired other than backhoe or front end loader), Trencher 8 ft. digging capacity and smaller, Vac Truck		EN-324A2-UC2	12/10/2021	\$56.04	\$71.56	\$87.07	H H H H H H H D Y
Class III Equipment - Air Compressors 600 cfm or larger, Air Compressors 2 or more less than 600 dfm, Boom Truck non-swinging non-powered type boom, Concrete Breaker self-propelled or truck mounted, Concrete paver 1 drum 1/2 yd. or larger, Elevator other		EN-324A2-UC3	12/10/2021	\$55.54	\$70.81	\$86.07	H H H H H H H D Y

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
	Class IV Equipment - Boiler, Concrete Saw 40 hp or over, curing machine self propelled, end dumps, extend a boom forklift, farm tractor with attachment, finishing machine concrete, firemen, hydraulic pipe pushing machine, mulching equipment, oiler, pumps	EN-324A2-UC4	12/10/2021	\$55.26	\$70.39	\$85.51	H H H H H H D Y
Painter							
Painter		PT-1011	1/7/2022	\$37.65	\$49.29	\$60.92	H H H H H H D N
	Apprentice Rates:						
	1st 1000 hours			\$28.34	\$35.32	\$42.30	
	2nd 1000 hours			\$29.51	\$37.08	\$44.64	
	3rd 1000 hours			\$30.67	\$38.82	\$46.96	
	4th 1000 hours			\$31.83	\$40.56	\$49.28	
	5th 1000 hours			\$33.00	\$42.31	\$51.62	
	6th 1000 hours			\$34.16	\$44.05	\$53.94	
	7th 1000 hours			\$35.32	\$45.79	\$56.26	
	8th 1000 hours			\$36.49	\$47.54	\$58.60	
Pipe and Manhole Rehab							
	General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant	TM247	4/17/2015	\$28.20	\$38.20		H H H H H H H N
	Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment	TM247-2	4/17/2015	\$32.70	\$44.95		H H H H H H H N
	CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3	4/17/2015	\$31.45	\$43.07		H H H H H H H N
	Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	4/17/2015	\$33.20	\$45.70		H H H H H H H N
	Combo Unit driver & Jetter-Vac Operator	TM247-5	4/17/2015	\$33.20	\$45.70		H H H H H H H N

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Classification		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Pipe Bursting & Slip-lining Equipment Operator		TM247-6	4/17/2015	\$34.20	\$47.20		H H H H H H H N

Plasterer

Plasterer		CE514-P-UP	12/3/2021	\$45.79	\$60.94	\$76.08	H H H H H H H D N
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Apprentice Rates:

1st Year	\$35.19	\$45.04	\$54.88
2nd Year	\$38.22	\$49.58	\$60.94
3rd Year	\$41.25	\$54.12	\$67.00

Plumber & Pipefitter

Plumber & Pipefitter 4 ten hour days may be worked only Monday-Thursday		PL-111	1/7/2022	\$63.63	\$94.76	\$125.88	H H H H H H H D Y
Make up day allowed							

Apprentice Rates:

1st 6 months	\$31.81	\$47.03	\$62.24
2nd 6 months	\$33.66	\$49.80	\$65.94
3rd 6 months	\$48.86	\$72.60	\$96.34
4th 6 months	\$50.70	\$75.36	\$100.02
5th 6 months	\$52.55	\$78.14	\$103.72
6th 6 months	\$54.40	\$80.91	\$107.42
7th 6 months	\$56.24	\$83.67	\$111.10
8th 6 months	\$58.09	\$86.44	\$114.80
9th 6 months	\$59.94	\$89.22	\$118.50

Roofer

Commercial Roofer		RO-149-UP	1/19/2022	\$41.46	\$53.86	\$66.26	X X X X X X X D Y
Make up day allowed							

Apprentice Rates:

Apprentice 1	\$31.62	\$39.59	\$47.56
Apprentice 2	\$33.03	\$41.66	\$50.29
Apprentice 3	\$34.39	\$43.66	\$52.92
Apprentice 4	\$35.76	\$45.67	\$55.58
Apprentice 5	\$37.12	\$47.67	\$58.21
Apprentice 6	\$37.92	\$48.82	\$59.72

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Sewer Relining							
	Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.	SR-I	12/10/2021	\$49.71	\$67.42	\$85.13	H H H H H H D N
Apprentice Rates:							
	0-6 months			\$39.05	\$51.43	\$63.81	
	6-12 months			\$42.83	\$57.10	\$71.37	
	Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	12/10/2021	\$47.67	\$64.36	\$81.05	H H H H H H D N
Sheet Metal Worker							
	Sheet Metal Worker 4 10s allowed as consecutive days, M-Th	shm-7-5	1/14/2022	\$61.69	\$77.49	\$93.28	H H H H D D D D Y
Comment	Make up day allowed						
	A make up day may be worked due to inclement weather, the make up hours shall be paid at the regular hourly rate of pay.						
Apprentice Rates:							
	1st 6 months			\$35.94	\$43.84	\$51.74	
	2nd 6 months			\$35.94	\$43.84	\$51.74	
	3rd 6 months			\$38.25	\$46.94	\$55.62	
	4th 6 months			\$40.57	\$50.04	\$59.52	
	5th 6 months			\$42.90	\$53.17	\$63.43	
	6th 6 months			\$45.23	\$56.28	\$67.34	
	7th 6 months			\$47.55	\$59.40	\$71.24	
	8th 6 months			\$49.88	\$62.51	\$75.15	

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<u>Classification</u>		Classification Number	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description						
Sprinkler Fitter							
Sprinkler Fitter		SP 669	11/16/2021	\$60.34	\$78.45	\$96.56	H H H H H H D Y
	Make up day allowed						
	Apprentice Rates:						
	Class 1			\$24.57	\$32.72	\$40.87	
	Class 2			\$26.38	\$35.43	\$44.49	
	Class 3			\$39.14	\$49.10	\$59.06	
	Class 4			\$40.95	\$51.82	\$62.68	
	Class 5			\$43.01	\$54.78	\$66.55	
	Class 6			\$44.82	\$57.49	\$70.17	
	Class 7			\$46.63	\$60.21	\$73.79	
	Class 8			\$48.45	\$62.94	\$77.43	
	Class 9			\$50.26	\$65.65	\$81.05	
	Class 10			\$52.07	\$68.37	\$84.67	
Tile, Terrazzo and Mosaic Finisher							
Tile, Terrazzo and Mosaic Finisher		BR2-TF	12/3/2021	\$42.34	\$54.17	\$65.99	H H H H H H D N
	Apprentice Rates:						
	1st Period			\$35.25	\$43.53	\$51.81	
	2nd Period			\$36.43	\$45.30	\$54.17	
	3rd Period			\$37.61	\$47.07	\$56.53	
	4th Period			\$38.79	\$48.84	\$58.89	
	5th Period			\$39.97	\$50.61	\$61.25	
	6th Period			\$41.16	\$52.39	\$63.63	
Truck Driver							
of all trucks of 8 cubic yd capacity or over		TM-RB2	1/12/2022	\$44.10	\$48.81		H H H H H H H Y
of all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)		TM-RB2A	6/7/2016	\$44.00	\$48.66		H H H H H H H Y
on euclid type equipment		TM-RB2B	6/7/2016	\$44.25	\$49.04		H H H H H H H Y

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NAME OF CONTRACTOR

OR SUBCONTRACTOR

ADDRESS

OMB No.:1235-0008
Expires: 04/30/2021

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor); that during the payroll period commencing on the _____
(Building or Work) day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	