



Certified Payroll Guidelines

2014

Table of Contents

Introduction	4
FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts.....	6
FHWA Construction Annual EEO Report - FHWA 1391.....	8
FEDERAL LAWS.....	10
Davis Bacon and Related Acts (DBRA)	10
Contract Work Hours and Safety Standards Act (CWHSSA)	12
Copeland Act.....	14
Fair Labor Standards Act (FLSA)	16
Certified Payrolls.....	18
Wage Decisions.....	20
Wage Conformance	22
Fringe Benefits	26
Deductions.....	30
Overtime.....	32
CDOT Form 118 - Certificate of Compliance	36
Executive Exemption under the Fair Labor Standard Act	40
Site of Work	42
Material Suppliers.....	44
Owner/Operators of Trucks.....	46
Other Classifications	48
Payroll Checking Procedures.....	50
Complaints and Payroll Errors.....	52
Employee Interviews – Equal Employment Opportunity and Labor Compliance Verification - CDOT Form 280	54
Apprentices and Trainees	58
General Information	60
Breaks.....	60
Open Records Requests	60
Sublet Permit Application, Program Quality Reviews, Subcontract Compliance	60
Sublet Permit Application - CDOT Form 205B	62
FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts.....	64

Colorado Wage Decisions.....76

Introduction

The purpose of these guidelines is to provide project personnel technical advice and assistance in the areas of contract and labor compliance. These guidelines do not replace the project plans or specifications. Project personnel should always refer to the project plans and specifications for guidance in contract and labor compliance.

Local agencies that administer federally funded contracts via CDOT are responsible for enforcement of the various labor regulations and standards. The local agency must collect and monitor certified payrolls. They must also interview Contractor and subcontractor employees as required. Contracts that are located on local roads or rural minor collectors are exempt from the payment of the predetermined wages. The local agency checklist located in the local agency manual will confirm if the project is exempt.

Any questions regarding these guidelines should be addressed to:

Colorado Department of Transportation

Karen Fujii-Martin

Contract/Labor Compliance

4201 East Arkansas Avenue #150

Denver, CO 80222

Office: 303-757-9540

Fax: 303-952-7088

Karen.fujii-martin@state.co.us

FHWA 1273

Required Contract Provisions Federal-Aid Construction Contracts

The Federal government provides funding to CDOT to meet Colorado's transportation needs. Pursuant to this funding, CDOT must comply with the Federal requirements of *FHWA 1273 – Required Contract Provisions – Federal-Aid Construction Contracts*.

There are 11 sections to the *FHWA 1273 – Required Contract Provisions – Federal-Aid Construction Contracts*.

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon & Related Act Provisions
- V. Contract Work Hours & Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension & Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The guidelines provided here cover sections I, IV, V and VI.

Section I, the general section, states that the Contractor is responsible for the compliance of the provisions by all subcontractors; no matter the tier. It also states that these provisions will be included in project special provisions and in all lower tier subcontracts and purchase orders.

Any questions or dispute that arises from the labor standards that cannot be resolved at the State level will be referred to the United States Department of Labor (U.S.DOL). The U.S.DOL is the final authority for all labor questions or disputes.

Federal-Aid Highway Construction Contractors Annual EEO Report - FHWA 1391

The FHWA 1273 II(11)(b) requires that active Contractors and subcontractors, working during any portion of the last week of July, on federal projects (including local agency and design build projects) complete and return a Form FHWA 1391 - Federal-aid Highway Construction Contractor's Annual EEO Report.

This requirement is covered at the pre-construction conference. The Contractor is also responsible for subcontractor compliance of this requirement. The Contractor must submit the completed forms for themselves and their subcontractors to the CDOT Civil Rights and Business Resource Center (CRBRC). A list of all subcontractors who are not active during the designated week will be submitted by the Contractor rather than individual "no work" FHWA 1391 forms. **Please note that the data requested is limited to the specific week of July and to project workforce only.** Company data is not acceptable. Contractors active on more than one federal project must submit a FHWA 1391 for each project.

Information with the exact due date for the reports will be provided by the Engineer. The spreadsheet(s) are then e-mailed to an address provided. **The Contractors remain responsible for the subcontractor's submission and accuracy of the information provided.** The CRBRC then compiles and submits the information to FHWA.

Effective July, 2006, CDOT required the completion of FHWA Form 1391 via an Excel spreadsheet. The set of instructions as well as the form is available via the Forms library at:

<http://www.coloradodot.info/library/forms/fhwa-other-forms>

Please note that the FHWA 1391 form will only be accepted in the Excel format (provided by CDOT). If any other format is submitted, it will be rejected and sent back with a request to revise.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK (Click in lower half of box for selection)	2. COMPANY NAME, CITY, STATE: Name: City: State:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
--	--	---------------------------	--------------------------------------	--

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2013.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING WEEK OF JULY 20-26, 2014.

TABLE A																		TABLE B					
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
OFFICIALS	0	0	0	0																			
SUPERVISORS	0	0	0	0																			
FOREMEN/WOMEN	0	0	0	0																			
CLERICAL	0	0	0	0																			
EQUIPMENT OPERATORS	0	0	0	0																			
MECHANICS	0	0	0	0																			
TRUCK DRIVERS	0	0	0	0																			
IRONWORKERS	0	0	0	0																			
CARPENTERS	0	0	0	0																			
CEMENT MASONS	0	0	0	0																			
ELECTRICIANS	0	0	0	0																			
PIPEFITTER/PLUMBERS	0	0	0	0																			
PAINTERS	0	0	0	0																			
LABORERS-SEMI SKILLED	0	0	0	0																			
LABORERS-UNSKILLED	0	0	0	0																			
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TABLE C (Table B data by racial status)																							
APPRENTICES	0	0	0	0																			
OJT TRAINEES	0	0	0	0																			

7. PREPARED BY: (Signature [typed] and Title of Contractors Representative)	8. DATE	9. REVIEWED BY: (Signature and Title of State Highway Official)	10. DATE
---	----------------	---	-----------------

FEDERAL LAWS

Davis Bacon and Related Acts (DBRA)

The Davis Bacon Act, originally enacted in 1931 was the first minimum wage act. In 1964, the Act was expanded to include the payment of fringe benefits. The Act is included on all federally assisted contracts in excess of \$2,000 and requires the payment of not less than the federally required predetermined wages. Since 1931, Congress has extended the Davis-Bacon prevailing wage requirements to some 60 related Acts which provide federal assistance for construction through loans, grants, loan guarantees and insurance. This includes local agency projects that receive federal funding from CDOT. The full text of DBRA can be found in 29 Code of Federal Regulation (CFR) 5.5.

DBRA is contained in the *FHWA 1273 – Required Contract Provisions, Federal-Aid Construction Contracts, Section IV, Davis-Bacon & Related Act Provisions*. The provisions make reference to the weekly payment of required minimum wages, fringe benefits and payment without deductions for rebates for all hours worked. The only exception to the basic hourly rate and fringe benefit identified in the wage decision is for apprentices and trainees. The training plan, as submitted by the Contractor will state the wage rates for the apprentice and/or the trainee (see Apprentice and Trainee section for more information).

The prevailing wage decisions are included in the contract special provisions and the payment of contract wages is required to all laborers and mechanics on the project. This is regardless of the contractual relationship which may allege to exist between the contractor and the laborer and/or mechanic. The wage decision shall be posted on the project site bulletin board and be readily assessable to all employees on the project. The Federal and Colorado minimum wage posters must also be posted on the project bulletin board.

Other required posters can be found on:

<http://www.coloradodot.info/business/bidding/bulletin-board-postings>

The term “wages” include:

- The basic hourly rate of pay
- Any contribution irrevocably made by a Contractor/subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program
- The rate of costs to the Contractor/subcontractor which may be reasonably anticipated to provide those fringes by an enforceable commitment to carry out

a financially responsible plan or program which was communicated in writing to the employees affected

Laborers and mechanics are defined in 29CFR 5.2 as *“those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial.”* DBRA requires that laborers and mechanics must be classified and compensated according to the work they perform. For those who perform work in more than one classification must be compensated at the rate for each classification or at the highest rate for all hours worked. The competency of the laborer or mechanic is not relevant. All laborers and mechanics shall be paid the minimum contract wages.

DBRA, Contract Work Hours and Safety Standards Act (CWHSSA) and Fair Labor Standards Act (FLSA) require that all hours in excess of 40 hours per week. The laborer and/or mechanic shall be paid one and one-half times the basic rate of pay for all hours in excess of 40 hours in the workweek. Fringe benefits are hour for hour.

DBRA provisions state that contract payments can be withheld in sufficient amounts to cover the under payment of the contract wages. If the contractor continues to fail to compensate the laborers and mechanics on the project, estimate payments will be suspended until compliance is achieved.

Full text of the DBRA requirements can be found in 29CFR 5.

Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (CWHSSA) requires contractors and subcontractors with covered contracts (if your contract contains DBRA wages, your contract contains CWHSSA) to pay laborers and mechanics employed in the performance of the contracts 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. The basic rate of pay cannot be less than the contract wage rate, the Federal or State minimum wage or the straight time rate that is being paid.

CWHSSA applies to a normal workweek, which is a fixed and regular occurring period of 168 consecutive hours. The workweek does not have to follow a calendar week. If an employee in a single workweek works two or more different types of classifications for which different straight-time rates have been established, the regular rate for that week is the weighted average of such rates.

CWHSSA does not contain any provision for paying fringe benefits rate at 1.5 times the basic fringe benefit rate for overtime hours. Fringe benefits shall be paid hour for hour for all hours worked. Overtime wages cannot be waived. CWHSSA also provides coverage to guards and watchmen who are not covered by DBRA.

Since the Contractor is liable for all contract wages and can be held liable for all unpaid wages, Contractors (including subcontractors) who are found to be in violation may be subject to fines, imprisonment, or both. Intentional violations are misdemeanors and may be punished by a fine not to exceed \$1,000 or by imprisonment for not more than six months, or both. Overtime wage violations may result in the assessment of liquidated damages in the sum of \$10 per calendar day per employee. CDOT may withhold from estimate payments sufficient funds to cover back wages and the liquidated damages.

Full text of CWHSSA can be found in 29CFR 5.5.

Copeland Act

The Copeland Act is also known as the “Anti-Kickback” act. First enacted in June of 1934, this Act governs the deductions allowed on contracts subject to Federal wage standards. It is to aid in the enforcement of the Davis-Bacon minimum wage provisions. This act requires Contractors and subcontractors to submit a weekly statement regarding the wages paid, defines what payroll deductions are allowed and delineates the method of payment of the wages.

Contractors or subcontractors are not allowed to deduct from the wages owed to laborers or mechanics by force, intimidation or threat any monies due other than for those deductions allowed by law. The Act contains regulations regarding the submittal of a weekly certified statement of wages paid for the prior week. The submittal must be within 7 days after the regular payment date and must be executed by the contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor who supervised the payment of the wages.

The Act provides for the preservation of the weekly payroll records for a period of three years after project completion. The records preserved shall contain the accurate and complete name, address, classification, rate of pay, daily and weekly hours worked, deductions, and actual wages paid of each employee. The records shall be made available to CDOT and/or U.S.DOL upon request.

Deductions for payroll taxes, fringe benefits, cash advancements or any voluntary deduction that serves the employee are allowed by the Copeland Act. Cash advancements must be made in such a manner that the employee has complete freedom to dispose of the funds, and must be made without discount or interest.

Payment of wages must be made in cash or negotiable instruments payable upon demand.

Violators of this provision may be fined \$5,000 or imprisoned up to 5 years.

Full text of the Copeland Act is found in 29CFR 3.

Fair Labor Standards Act

The Fair Labor Standards Act (FLSA) was first enacted in 1938. This Act establishes minimum wage standards, overtime, record keeping and youth employment standards.

The Federal government has established a minimum wage requirement, as has the State of Colorado. The State of Colorado's minimum wage requirement is a higher wage than the Federal government. The minimum wage required on the project will be the State of Colorado's minimum wage if not covered by the DBRA wage requirements

FLSA requires an overtime rate of 1.5 times the basic rate of pay for all hours worked over 40 hours in a workweek.

There are two frequent questions regarding FLSA. The first question is regarding travel time. If an employee is required to report to a specific location (employer's main office) for transportation to the project site, the employee may be covered by FLSA (minimum wage). A rule of thumb for FLSA and travel time is if the employee is engaged to wait, the employee may be covered by FLSA. In addition, travel time may be compensable if the employee is required to travel during normal working hours on a non-normal workday (a weekend). Travel time hours will count in the total 40 hour workweek.

The second question is whether or not Per Diem is considered a fringe benefit or an expense of the employer. Per Diem expense is required to be allowed of the employer when the employee cannot reasonably return to their home at the end of the normal workday.

Enforcement of FLSA remains with the U.S.DOL. CDOT will refer all complainants to the U.S.DOL for investigation.

Certified Payrolls

On a Federally funded project, the Contractor and all subcontractors are required to maintain and submit weekly certified payrolls. CDOT requires an original certified payroll to be submitted to the Engineer. Subcontractor payrolls are to be submitted to the Contractor for review prior to submittal to CDOT.

Laborers and mechanics must be paid unconditionally, not less than once a week and without subsequent deduction or rebate on any account. Certified payrolls shall be delivered to the Engineer within seven days of the payroll payment date. Contractors are responsible for ensuring subcontractor compliance. If a subcontractor fails to pay the required wages, the Contractor will be held responsible for the payment of those wages.

Contractors or subcontractors have the option to use Form WH 347 – US Department of Labor – Payroll. This is the standard form for which all other formats must replicate.

The Form WH 347 is available at the U.S.DOL website:

<http://www.dol.gov/whd/forms/wh347.pdf>

Payrolls and the basic records shall be maintained by the Contractor and subcontractor during the work and for a period of three years after project completion for all employees engaged on the project. The basic records maintained at the Contractors home office, shall contain the full name, address, and social security number of each employee on the project; their correct classification; their hourly rate of pay, including the rates for any fringe benefits; daily and weekly number of hours worked; any deductions; and the actual wages paid. In addition, any information pertaining to any fringe benefits shall also be maintained for the same period.

The Contractor shall establish a basic seven-day workweek. Once established, the chosen workweek must remain the same throughout the life of the project. A typical standard workweek is Sunday through Saturday.

Certified payroll record submittals must contain the following information as required by U.S.DOL:

1. The employee's full name and unique identifying number (employee identification number or last 4-digits of the employee's social security number). Contractors may require that subcontractors submit full addresses and social security numbers for the Contractor's records. All records, no matter the Contractor or subcontractor shall be produced upon the request of U.S.DOL and/or CDOT.

2. CDOT's 4 digit classification code(s) **and** the corresponding classification(s) from the wage decision the employee worked.
3. The employee's hourly wage rate, fringe benefit rate and where applicable, the overtime hourly rate. The wage rate shall include rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents per FHWA IV 1(B)(1).
4. The daily and weekly hours worked in each classification, including actual overtime hours worked. The hours reported on certified payrolls are hours worked in each classification on the project only. **Note: Hours and classifications are reported regardless of how contractor is paying.**
5. Gross wages earned for the week for both the project and off site work. This is the gross wage amount recorded on the employee's pay stub for the full week.
6. Itemized deductions made. This includes taxes, any benefits paid for through payroll deductions, garnishments (if applicable) and any other deductions made. "Other" deductions must be explained. There must be sufficient detail included on the payroll or the certificate of compliance to verify each deduction as allowable. Supporting documentation may be necessary for some deductions.
7. Net wages paid. Net wages include all wages paid to the worker for the week, whether project related or for private or other government work. This amount must match the check issued to the employee for the week. Cancelled checks may be requested.

Names of owners, superintendents and non-working foremen must appear on the payrolls only when working on site. However, should CDOT or the U.S.DOL determine that the salaried employee does not meet the criteria for exemption; back wages may be required of the employer. (See the Executive Exemption under FLSA section.)

Wage Decisions

All wage decisions are determined by U.S.DOL based on information gathered from a survey of the prevailing wage practices of the contracting community. In March 2002, Colorado was surveyed and was issued two prevailing wages decisions. Some wages were determined to prevail as collectively bargained rates and other wages were found to be non-collectively bargained rates. Both wage decisions are included in all Federal-aid projects and are contractually binding. The status (union versus non-union) of the Contractor is irrelevant. All laborers and mechanics shall be paid the minimum contract wage for the type of work they are performing on site per 29 CFR 5.5(a)(1) and FHWA 1273, IV, 1(a).

There are nine wage decisions (CO130016 through CO130024) included in the standard special provisions section of the contract. The wage decision appropriate for the project will be based on the county the project lies in. If the project spans two counties or more and each county is listed on separate wage decisions, the wage decision with the higher wages will prevail. The Contractor is not allowed to inter-mingle the wage decisions. The contract decision remains the same for the duration of the project. If the Contractor wishes to utilize a wage rate from another wage decision, a conformance request must be submitted (see Wage Conformance section for further details).

The contract wage decision is composed of five columns:

1. The first column contains CDOT’s four-digit code that must be included on the certified payroll
2. Column two is the classification description that corresponds to the first column
3. The third column is the basic hourly rate
4. The fringe benefit rate is in column four
 - a. If column four (fringe benefit rate) is expressed as a dollar value and a percentage, the percentage is a percentage of the basic hourly rate

Code	Classification	Basic Hourly Rate	Fringe Benefit	Last Mod
1203	Electricians (El Paso county)	\$27.80	\$12.55 + 3%	3
To calculate the total fringe benefit: $\$27.80 \times 3\% (0.03) = \0.83				
Total fringe benefit: $\$12.55 + \$0.83 = \$13.38$				
Total wage: $\$27.80 + \$13.38 = \$41.18$				

5. Column five shows when the basic rate and the fringe benefit rate were last modified

Service subcontracts (cranes operators and/or concrete pump operators) are covered by DBRA. If working on site, these operators are covered by the wage decision and must be compensated

at the contract wage. Workers performing specialty work may also be covered by DBRA if the work performed is manual in nature.

CDOT has been advised by the U.S.DOL that profiler operators, ticket takers, testers, surveyors and Erosion Control Supervisors are not considered laborers and mechanics under DBRA.

Wage Conformance

Labor standards require that workers are appropriately classified and paid according to the type of work performed. The wage decisions contain the work classification of the typical work performed on highway construction projects. When a classification or work performed on the project is not listed in the wage decision, this work shall be conformed in accordance with U.S.DOL procedures and FHWA contract provisions. It is the Contractor's responsibility to research classifications to assure that the worker is correctly classified and compensated. Questions regarding collectively bargained classifications should be referred to the unions for assistance in determining the correct classification. CDOT can be used as a source of information for classification issues. **However, on projects out for bid, project specific information can only be given if all potential bidders are present.**

The wage rate to be conformed:

- Cannot be one that is already on the wage decision
- Must be a classification that is utilized in the area by the construction industry
- Must bear a reasonable relationship to the wage rates contained in the contract wage decision
- A helper rate must be a standard industry practice prevailing in the area - Colorado does not have a helper rate

The Contractor shall submit the Standard Form 1444 for all conformance requests, even if a subcontractor is requesting the rate. The Standard Form 1444 shall be agreed to by the Contractor and/or subcontractor and reviewed by the contracting officer in the CRBRC unit. If there is a disagreement between the parties, all information, including the view of all interested parties, will be sent to the U.S.DOL for determination of the rate.

A conformance request is only applicable to the project that it was requested for. Each project shall be treated separately. A conformance request only modifies the wage decision for the project listed on the form. Even if the same contractor/subcontractor works on a neighboring project, each project shall have its own request.

The Standard Form 1444 can be found on the USDOL's website at:

<http://www.wdol.gov/docs/sf1444.pdf>

Only the first page is required to be completed and the employee signature is not required.

All conformance requests require final approval of the U.S.DOL. CDOT will provide a preliminary approval. The Contractor shall be cautioned that the proposed basic rate and fringe benefit rate may be paid to all workers during the approval period. However, should U.S.DOL not approve the proposed rate, back wage and supplemental payrolls may be due. Should U.S.DOL not approve the requested rates, U.S.DOL will provide an acceptable rate.

NOTE: There is no classification for Traffic Control Supervisor. CDOT, contractors and the U.S.DOL have had many conversations regarding this issue. The U.S.DOL's position states that, with the exception of supervisor/administrator which is not covered by the Davis-Bacon Act, rates for the functions of the TCS are contained in the wage decision. The functions of the TCS may include several classifications (traffic director/flagger, traffic/sign laborer and pickup truck driver). The employers are required to either separate the work hours for the different classifications performed and pay accordingly, or pay the highest rate for all hours worked [usually pickup truck driver]. Once a preference has been chosen, the employer must keep that compensation rate for the duration of the project.

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB No.: 9000-0089
 Expires: 04/30/2005

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	2. FROM: (REPORTING OFFICE)
--	-----------------------------

3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
--------------------	-------------------------------------	------------------	-------------------------------	---

10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
--	------------------------------------	----------------

PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 12-2001)
 Prescribed by GSA-FAR (48 CFR) 53.222(f)

Fringe Benefits

The Davis Bacon Related Acts was amended in 1964 to include fringe benefits. Payment of fringe benefits is required in the amounts listed in the wage decision for each classification. Fringe benefits may be paid in cash, bona fide plans, funds and programs or a combination. They must be paid regularly and not less often than quarterly. Fringe benefits must be paid for all hours worked at the rate as established in the wage decision. Fringe benefits are not required to be paid at 1.5 times for overtime hours.

Conventional plan, funds and programs that are common to the construction industry do not need approval from the U.S.DOL. Unfunded plans require permission by the U.S.DOL for credit under DBRA. An example of an unfunded plan is a profit sharing plan. For the employer to take fringe benefit credit for a profit sharing plan approval from U.S.DOL must be obtained and an escrow account where funds are deposited at least quarterly must be established. Depositing funds, at least quarterly, protects the employee from loss that could occur from a year that produced no profits. It is not unreasonable to request a copy of the approval letter from U.S.DOL.

Bona fide fringe benefit plans must:

- Reasonably be anticipated to provide benefits as described in the 29CFR 5.5
- Represent a commitment that can be legally enforced
- Be carried out under a financially responsible plan or program
- Be communicated in writing to the affected employees

When determining the cash equivalent of fringe benefits, the period of time to be used is the period covered by the contribution. If the fringe benefit plan rate of contribution is different for employees (family vs. single coverage), credit must be determined separately for each employee or classification. An average for all employees is not allowed. An annual benefit (vacation pay) would be determined using the total actual number of hours (DBRA and non-government work) worked in the year divided by the cost of providing the benefit. Contribution for fringe benefits must be dispersed over all work not just DBRA work. If the amount per hour appears excessive, request the documentation for the computation.

Example:

Contractor C provides both single and family health insurance coverage. The monthly premium for single coverage totals \$173 and for family coverage totals \$346. All hours worked for the month total 173. Fringe credit can be taken in the amount of \$1.00 per hour for those workers who elect single coverage and \$2.00 per hour for those workers who elect family coverage.

$$\$173 \text{ single coverage}/173 \text{ hours} = \$1.00$$

$$\$346 \text{ family coverage}/173 \text{ hours} = \$2.00$$

Total contributions or payments must be in the amount specified in the wage decisions. If the amounts for the coverage of the fringe benefits are not enough to cover the required amount the remainder must be paid in cash.

Example:

Contractor A contributes \$1.50 per hour for each laborer for health insurance coverage and \$0.18 per hour for life insurance coverage. The contract wage decision for laborer requires \$3.00 per hour in fringe benefit. The contractor would owe an additional \$1.32 per hour in cash benefit.

$$\$3.00 - (\$1.50 + \$0.18) = \$1.68$$

$$\$3.00 - \$1.68 = \$1.32$$

A contractor may provide a fringe benefit plan that exceeds the amount required by the wage decision. The contractor may reduce the amount of the basic rate as long as the total amount for the basic hourly rate plus fringe benefit amount equal or exceed the amounts required from the wage decision. This reduction is allowed on **straight time hours only**. If the employee works over 40 hours during a workweek, computation of the overtime rate reverts to the contract wage decision amount. The fringe benefit amount would remain at the established rate.

Example:

The contract wage decision for a common laborer requires \$15.00 basic hourly rate and \$4.00 fringe benefit for a total of \$19.00. The contractor provides \$5.00 in fringe benefits and has elected to reduce the basic hourly rate to \$14.00 for a total of \$19.00. These rates may be paid for all hours up to 40 hours in the work week. For hours over 40, the contractor must calculate the overtime rate on the contract basic hourly rate of \$15.00 plus continue to pay the \$5.00 fringe benefit rate.

$$\$14.00 + \$5.00 = 19.00 \text{ up to 40 hours}$$

Overtime calculation:

$$(\$15.00 \times 1.5) + \$5.00 = \$27.50$$

No credits can be taken for benefits required by law (taxes, social security, or workers compensation).

Questions regarding pension plans and their applicability to DBRA must be addressed by U.S.DOL. Please contact the CRBRC unit for assistance in these matters.

Deductions

All deductions from wages must be identified and allowable under DBRA. Although some deductions may be allowed under the FLSA, they may not be feasible under DBRA. Wages and deductions that decrease the hourly wage below the wage decision requirement is not allowed.

DBRA does not have a provision regarding Per Diem. However, if an employee is required to work at a location that is impractical to return home daily and incurs board and lodging expenses, those expenses must be reimbursed by the employer.

U.S.DOL has advised that *“...tools of the trade and other materials and services incidental to carrying on the employer’s business are considered facilities primarily for the benefit or convenience of the employer, and are considered to be business expenses of the employer.”* The costs and laundering of any uniform required by the employer has also been found to be a benefit to the employer and cannot be considered part of the employee’s wages. More information can be found in 29 CFR 531.3(d)(2).

Deductions for garnishments or child support are allowable as long as the proper court documents have been submitted. Recognizing that this issue can be very sensitive providing copies of the court order for inclusion in CDOT’s files is not required. However, CDOT will review the documentation and make notes in the project files. No further submittal or review will be required unless the amount of the deduction changes.

Pay advances are allowed under DBRA provided the employee has complete freedom to dispose of those funds (29 CFR 3.5(b)). No interest can be charged for the pay advance. The repayment of those wages is also allowed provided that the employee has signed a repayment schedule prior to the deduction. This documentation shall also be presented with the certified payroll.

Deductions not specifically mentioned here may be allowed provided that the deduction is for the benefit of the employee and that the employer does not make any profit from the deduction. Contractors may write to U.S.DOL and request permission for deductions not automatically allowable under the law.

Overtime

Overtime is payable after 40 hours in a work week. The 40 hours is not project specific but is based on the established seven-day work week. Employees must be paid 1.5 times their basic hourly rate of pay for all hours worked over 40 hours, both for public and private work. There is no requirement to pay fringe benefits at 1.5 times.

For overtime that occurred on a DBRA covered project, the calculation is per the following:

During the course of the week, the worker may have spent the first 20 hours working in a classification off the project site where the hourly wage was \$10.00 per hour and the fringe benefit rate is \$3.00 per hour. The remaining 30 hours worked that week were spent on a DBRA covered project in a classification where the hourly wage was \$15.00 per hour and the fringe benefit rate is \$3.00 per hour. The contractor must pay the overtime rate of \$15.00 X 1.5 or \$22.50 per hour as the 10 overtime hours worked were all on the project site. Cash fringe would be added to the overtime rate at the regular amount.

The correct calculation would be:

20 hours X \$10

20 hours X \$15

10 hours X \$22.50 = \$725

50 hours X \$3.00 = \$150 for a total wage of \$875.

When overtime hours are on private work, the calculation is per the following:

During the course of the week, the worker may have spent the first 20 hours working in a classification on a DBRA covered project site where the hourly wage was \$15.00 per hour and the fringe benefit rate is \$3.00 per hour. The remaining 30 hours worked that week were spent on the project in a classification where the hourly wage was \$10.00 per hour and the fringe benefit rate is \$3.00 per hour. The contractor must pay the overtime rate of \$10.00 X 1.5 or \$15.00 per hour as the 10 overtime hours worked were all on the project site. Cash fringe would be added to the overtime rate at the regular amount.

The correct calculation would be:

20 hours X \$15

20 hours X \$10

10 hours X \$15.00 = \$650

50 hours X \$3.00 = \$150 for a total wage of \$800.

When the overtime hours are a mix of private and public, the calculation is a weighted average per the following:

During the course of the week, the worker completed 50 hours working for the entire week. Of the total hours worked, 30 were in a classification on the project site where the hourly wage was \$15.00 per hour and the fringe benefit rate is \$3.00 per hour and 20 were on a private project where the hourly rate was \$10.00 per hour and the fringe benefit rate is \$3.00 per hour. The 10 overtime hours were both DBRA and private job rates. The contractor must pay the overtime rate of \$13.00 X 1.5 or \$19.50* per hour. Cash fringe would be added to the overtime rate at the regular amount.

*The calculation for the weighted average for the off project work is as follows:

$$\begin{aligned} \$15.00 \times 60\% \text{ (percent of total hours for the week)} &= \$ 9.00 \\ \$10.00 \times 40\% \text{ (percent of total hours for the week)} &= \underline{\$ 4.00} \\ \text{Weighted Average Wage Rate} &= \$13.00 \times 1.5 = \$19.50 \end{aligned}$$

The correct calculation would be:

$$\begin{aligned} 20 \text{ hours} \times \$15.00 &= \$300 \\ 20 \text{ hours} \times \$10.00 &= \$200 \\ 10 \text{ hours} \times \$19.50 &= \underline{\$195} \\ \text{Total Wages} &= \$695 \\ 50 \text{ hours} \times \$3.00 &= \$150 \text{ for a total wage of } \$845. \end{aligned}$$

An additional example regarding the correct payment of overtime is included previously in the fringe benefit section.

PAYROLL
 (For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)



Rev. Dec. 2008

OMB No.: 1215-0149
 Expires: 12/31/2011

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING DESCRIPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			OT OR ST.	HOURS WORKED EACH DAY									FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS				
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

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)(i) 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.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

CDOT Form 118

Certificate of Compliance

All certified payrolls must be submitted with an attached CDOT Form 118 - Certificate of Compliance. The current form is dated March 2007 and previous editions are obsolete. There are two pages to the certification. The first page is CDOT's requirement for administrative purposes and the second page is the U.S.DOL required certification language. Both pages must be completed.

Payrolls are numbered from the first week that the contractor or subcontractor appears on the project site. Different week numbers may exist for different contractors/subcontractors for the same timeframe. For example, the Contractor will appear on the project site the first week of the project and a subcontractor may not appear on the project until week thirteen of the project time. The subcontractor would show their payroll as payroll week 1 since that is when they started work.

Page one of the CDOT Form 118 has a section for identifying any fringe benefits programs offered by the employer. These fringe benefits may be paid in cash or to approved plans, funds and programs. The contributions must be expressed as a dollar amount per hour and information regarding the name, address and phone number of the administrators must be listed. Any exceptions or remarks can also be included on the CDOT Form 118.

Page two of the CDOT Form 118 fulfills the certification as required by the U.S.DOL. The payroll designee information at the top of the page must be the original on the first payroll. All subsequent payrolls can be copies of the designee. If the designee changes at any time then a new original payroll appointee must be submitted.

The contractor and/or subcontractor certify under penalty of perjury on CDOT Form 118 that all employees have been paid their full contracted weekly wages. It also certifies the work performed was classified correctly, that only registered trainees and apprentices were employed (if applicable) and that the payroll is correct and complete. The signatures at the bottom of both pages must be original signatures with original dates.

If submitted payroll weeks need to be revised, it will be submitted with a letter added to the week number (1A, 1B).

Periods of “no work” may be covered by the submission of the CDOT Form 118. One form submission may cover multiple consecutive weeks of “no work.” The time must show a beginning and end date and all time must be documented.

A final CDOT Form 118 shall be submitted for the final week of work by the contractor and/or subcontractor. The CDOT Form 118 shall include the words “final”. Should it be necessary for the contractor and/or subcontractor to return to the project, a CDOT Form 118 for the no work period should be submitted with the payroll form for the workweek. The reason for the resumption of work should be noted in the remarks section of the CDOT Form 118.

The Certificate of Compliance is signed under penalty of perjury in the second degree and falsification of the statement may subject the contractor to civil or criminal prosecution.

Colorado Department of Transportation CONTRACTOR WAGE COMPLIANCE STATEMENT	Project Code:
	Project Number:
	Project Location:

Contractors/subcontractors

Completion of the payroll supervisor appointment and perjury statement is required by the U.S. Department of Labor and is included on the back of this form. Contractors/subcontractors are required to pay weekly; complete both sides of this form in full and attach to each payroll for the seven day payroll period. Prime contractors are required to submit the forms within seven days of the weekly payroll period to the project engineer; subcontractors submit forms for review to the prime contractor prior to submission to CDOT. The prime contractor is responsible for subcontractor payroll submittal and compliance; by submittal of subcontractor payrolls, the prime contractor certifies that they have reviewed the submittal for compliance.

Contractor/subcontractor name	Payroll number	Payroll period
		to

Fringe benefit information:

Name(s)/addresses of fringe benefit administrator(s):

Contact person and phone number(s):

Contributions are made in cash or to the plans, funds or programs described below at least quarterly. There are no past due deposits. List the value of the fringe amount as the dollar amount per hour. Documentation of calculations used to determine hourly rates shall be available upon request. Please attach additional information as necessary if fringe contributions vary by employee.

<input type="checkbox"/> cash _____	<input type="checkbox"/> pension _____
<input type="checkbox"/> health insurance _____	<input type="checkbox"/> vacation _____
<input type="checkbox"/> dental insurance _____	<input type="checkbox"/> holiday _____
<input type="checkbox"/> life insurance _____	<input type="checkbox"/> other (describe) _____

All on-the-job trainees (OJTs) employed in the above period are registered in and paid according to a bona fide training program approved by the Colorado Department of Transportation and the Federal Highway Administration. Each trainee has also been approved for work on this contract.

I declare under penalty of perjury in the second degree, and any other State or Federal laws that the statements made in this document are true and complete to the best of my knowledge.

Contractor/subcontractor payroll supervisor or signatory party	Date
--	------

Date	(Name of signatory party) I,	(Title)	do hereby state:
<p>(1) That I pay or supervise the payment of the persons employed by</p>			
(Contractor or Subcontractor)		on the	(Building or work)
that during the payroll period commencing on the			
day of	Month	Year	and ending the
			day of
			Month
			Year
<p>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</p>			
(Contractor or Subcontractor)		from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly	
<p>from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), and described below:</p>			
<p>(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 therein for each laborer or mechanic conform with the work he performed.</p>			
<p>(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.</p>			
<p>(4) That:</p>			
<p>(a) WHERE FRINGES BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS</p>			
<p><input type="checkbox"/> 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.</p>			
<p>(b) WHERE FRINGES BENEFITS ARE PAID IN CASH</p>			
<p><input type="checkbox"/> 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.</p>			
<p>(c) EXCEPTIONS</p>			
Exception (craft)		Explanation	
Remarks			
Name and Title		Signature	
<p>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.</p>			

Executive Exemption under the Fair Labor Standard Act

Section 13(a)(1) of the Fair Labor Standards Act (FLSA) exempts from the minimum wage and overtime requirements those employees that are performing as bona fide executives (managers) of the firm. This can include project superintendents and supervisors.

In order for an employee to be exempt as a bona fide executive, **all** of the following tests must be met:

1. The executive's primary duty must be management of the enterprise, or of a customarily recognized department or subdivision
2. The executive must customarily and regularly direct the work of at least two or more full time employees or their equivalent
3. The executive must have the authority to hire or fire other employees or the executive's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight
4. The executive must be paid on a salary basis of at least \$455 per week

The fact sheet defines primary duty as the principal, main, major or most important duty that the employee performs. The evaluation of an employee's primary duty must be based on all the facts in a particular case, with the major emphasis on the character of the employee's job as a whole.

Management activities are defined as:

- Interviewing, selecting and training employees
- Setting and adjusting their rates of pay and hours of work
- Directing the work of employees
- Maintaining production or sales records for use in supervision or control
- Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status
- Handling employee complaints and grievances
- Disciplining employees
- Planning the work
- Determining the techniques to be used
- Apportioning the work among the employees
- Determining the type of materials, supplies, machinery, equipment or tools to be used or merchandise to be bought, stocked and sold
- Controlling the flow and distribution of materials or merchandise to be bought, stocked and sold
- Controlling the flow and distribution of materials or merchandise and supplies
- Providing for the safety and security of the employees or the property
- Planning and controlling the budget
- Monitoring or implementing legal compliance measures

A customarily recognized department or subdivision is a unit with permanent status and function and is not to be a collection of employees assigned from time to time to a specific job or series of jobs. The phrase “customarily and regularly” means greater than occasional but less than constant. It includes work normally done every workweek, but does not include isolated or one-time tasks.

The phrase “two or more other employees” means two full-time employees or their equivalent. For example, one full-time and two half-time employees are equivalent to two full-time employees. The supervision can be distributed among two, three or more employees, but each such employee must customarily and regularly direct the work of two or more other full-time employees or the equivalent. For example, a department with five full-time nonexempt workers may have up to two exempt supervisors if each supervisor directs the work of two of those workers.

Factors to be considered in determining whether an employee’s recommendations as to hiring, firing, advancement, promotion or any other change of status are given “particular weight” include, but are not limited to, whether it is part of the employee’s job duties to make such recommendations. It also includes the frequency with which such recommendations are made, requested, and relied upon. Generally, an executive’s recommendations must pertain to employees whom the executive customarily and regularly directs. It does not include occasional suggestions. An employee’s recommendations may still be deemed to have “particular weight” even if a higher level manager’s recommendation has more importance and even if the employee does not have authority to make the ultimate decision as to the employee’s change in status.

The U.S.DOL’s fact sheet regarding the regulations for bona fide executive exemption, which is located on the Fairpay website, contains the definition of some of the above terms. The link may be found at:

http://www.dol.gov/whd/regs/compliance/fairpay/fs17a_overview.htm

Under a special rule for business owners, an employee who owns at least a bona fide 20-percent equity interest in the enterprise in which employed, regardless of the type of business organization (corporation, partnership, or other), and who is actively engaged in its management, is considered a bona fide exempt executive.

Additional information is available at:

http://www.dol.gov/whd/regs/compliance/fairpay/fs17b_executive.htm

Site of Work

DBRA covers all laborers and mechanics that are employed on the site of the work. The definition of site of work is *“the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project”*.

The definition of site of work has undergone many changes due to challenges to the U.S.DOL interpretation of coverage of DBRA. The courts have narrowed the definition previously used. The U.S.DOL released the following new definition in January 2001:

The final rule revises the definition of the phrase “site of the work” to extend federal prevailing wage law coverage to material and supply sources and tool yards that are dedicated to the covered federal project or are “adjacent or virtually adjacent” to the federal projects. Under the revised definition of construction, off-site transportation of materials, supplies, and tools is not covered by prevailing wage law unless that transportation occurs between the construction site and the dedicated facility located “adjacent or virtually adjacent” to the federal construction site.

Also covered under “site of the work” are secondary sites, other than the project’s final resting place, that are established specifically for the performance of the Davis-Bacon project and at which a significant portion of the public construction is performed.

Pits, plants and staging area coverage (adjacency), will be determined on a case by case basis by CDOT as the U.S.DOL did not wish to establish “an arbitrary, artificial benchmark” for determining Davis Bacon coverage.

Material Suppliers

DBRA does not cover a material supplier who manufactures materials to be used on a project site and/or delivers materials to the project site unless the supplier is hauling from a location that has been determined as site of work. Moving materials from one area of the project site to another area is covered as construction activity. Hauling material away from the project site to another site determined to be site of work is also covered as construction activity. A material supplier that only delivers construction materials to the project, if such time is *de minimis*, is not covered by DBRA.

De minimis will be determined on a case by case basis by CDOT as the U.S.DOL did not wish to establish “an artificial benchmark” for determining the definition.

Truck drivers who spend more than an incidental amount of time on the site of work are covered for the time spent. If a driver drives on the project site, then must sit and waits in a queue to unload, the time spent driving on site and the time waiting to unload would potentially be compensable under the contract DBRA rate.

CDOT has received guidance from U.S.DOL regarding the coverage of truck drivers for DBRA wages.

The guidance in part states that truck drivers are **covered** in the following instances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work (drivers are considered working)
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not *de minimis*
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site
- Truck drivers transporting portion(s) of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical place(s) where the building or work called for in the contract(s) will remain

Truck drivers are **not covered** by Davis-Bacon in the following circumstances:

- Material delivery truck drivers while off “the site of work”
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the “site of work”
- Truck drivers whose time spent on the site of the work is *de minimus*, such as only a few minutes at a time merely to pick up or drop off materials or supplies

Owner/Operators of Trucks

The U.S.DOL takes a non-enforcement position regarding enforcement of Davis Bacon for truck drivers who own their own truck. **U.S. DOL's position applies only to trucks.** Owner/operators of other types of equipment must be paid the contract wages, regardless of any contractual arrangements that may be in effect.

Owner/operators of trucks will be required to show proof of registration and driver's license to verify that Davis Bacon wages are not applicable. Additionally, owner/operators of trucks must be independent and free to perform services for the public as a whole.

The factors that the Wage and Hour Division of the U.S.DOL uses in making the determination of whether drivers are exempt are:

- The extent to which the services in question are an integral part of the employer's business
- The permanency of the relationship
- The amount of the alleged independent contractor's investment in the facilities or equipment
- The nature and degree of control the employer holds over the alleged independent contractor
- The alleged contractor's opportunities for profit and loss
- The amount of initiative, judgment, or foresight in open market competition with others required for the success of the claimed independent enterprise

No single factor is controlling, the overall picture is the key.

NOTE: Owner/operators of trucks are required to submit certified payrolls. Certified payrolls will only need to show the names of the owner and the notation "owner/operator." Hours worked and rate of pay are not applicable.

Other Classifications

CDOT receives frequent questions regarding the coverage of concrete pumper operators and crane operators under service contracts. Per DBRA these operators are covered. Although CDOT realizes that these operators' spend a limited amount of time on the project. A CDOT Form 205B must be submitted (Standard Specification 108.01). Certified payrolls will also be required. In lieu of separate certified payrolls for these operators, Contractors may show these operators under service contracts on their certified payroll.

Erosion control supervisors are not covered by DBRA for the inspection of the project site. This work is considered to be managerial and/or supervisory in nature and this work is not covered by DBRA wages. However, if the erosion control supervisor installs or replaces the erosion control measures, then the erosion control supervisor will be covered by DBRA for the time so spent.

Professional surveyors are not covered by DBRA as long as they are only utilizing the survey equipment. *DBRA does not cover workers whose jobs are not manual in nature.* Certified payrolls will not be required from professional surveyors.

Profiler Operators, Ticket Takers and Testers classifications are also not covered by DBRA. Again, *DBRA does not cover the workers whose jobs are not manual in nature.* Certified payrolls will not be required from these classifications.

Payroll Checking Procedures

The project engineer or public works administrator is responsible for assuring all certified payrolls are checked and appear reasonable. There are two kinds of reviews of payrolls conducted. There is a weekly overview or a detailed, but less frequent payroll check.

The project engineer or delegate must review all payrolls weekly to assure that the number of workers are shown, and their classifications, and hours worked appear reasonable. This is an overview that relies on the project personnel's familiarity with the project's day to day activities. The FHWA has been clear in their direction that certified payrolls cannot be checked by off-site personnel.

Detailed payroll reviews are conducted less frequently and the frequency is based on judgment. In May 2013, CDOT revised some rules for payroll checking procedures. Since the Contractor is responsible for wages on their projects, it is now their responsibility for reviewing and signing all subcontractors' payrolls saying they are reasonable. CDOT personnel will randomly review a minimum of 10% of the projects payrolls. CDOT personnel will continue to sign all payrolls that were reviewed for verification. It is preferable to check a payroll that reflects a variety of workers, not just the project superintendent. If full compliance is shown, payrolls may be then checked through the weekly overview. Further detailed checks are at the project personnel's discretion.

Errors discovered during an in-depth check will require a detailed check of payrolls until accuracy by the contractor is achieved.

Over View checks include:

- Review project information, week ending date, payroll number, contractor/subcontractor name
- Review number of employees and classifications for reasonableness
- Check for reasonableness of hours worked by employees
- Initial and date CDOT Form 118 when reviewed

Items to check for a detail check include:

- CDOT Form 118, Contractor Wage Compliance Statement, must be attached to each payroll - the most recent version is March 2007, previous editions are obsolete (form is two pages, both sides must be completed)
- CDOT Form 118 must be numbered consecutively beginning with number 1 with all periods of time accounted - "No work" weeks or blocks of time may be documented with one CDOT Form 118 and also numbered consecutively.
- CDOT Form 118 contains the required fringe benefit information (if applicable) and the appropriate check boxes are checked regarding cash fringe benefit and/or fringe benefits provided
- CDOT Form 118 is signed at the bottom (front and back)

- CDOT Form 118 page two is completed
- Payroll forms include the appropriate project information, including project number/subaccount number, location, week ending date and payroll number.
- Payrolls contain all required information (name, and unique employee identification number, number of project hours per day, total for week, etc.)
- Basic rate/fringe benefit hourly rate is correct per the wage decision for the classification listed for the employee
- Check overtime rate when hours exceed 40 in the 7-day pay period
- Deductions are allowable
- Fringe benefit types and requirements are allowable
- Sign and date the CDOT Form 118 if payroll was reviewed

Items that could trigger additional checking and verification include:

- Odd number of hours (an hourly total of 14.58 hours) could indicate that the contractor is backing into the wage amount
- Lopsided classifications (one equipment operator and a large number of laborers)
- Avoidance of employee interviews

If errors are discovered in any certified payroll of a contractor or subcontractor, the Engineer will notify the Contractor in writing via the CDOT Form 105 – Speed Memo or other similar method, of the errors. The Engineer will detail the errors and provide a deadline for corrections. Original payrolls will not be returned to the Contractor. The Contractor shall provide supplemental certified payrolls showing the corrections. If back wages are owed to the employees, it is not unreasonable to require the contractor or subcontractor to provide copies of the cancelled checks (both sides).

It should be noted that the authority to withhold payments to the Contractor for non-compliance is included in the FHWA 1273 IV (3)(c).

Complaints and Payroll Errors

Employee payroll complaints are typically verbal and seldom written. While CDOT may receive written complaints, they are usually from ex-employees. Please note that Colorado is an “at will” state and workers risk termination by their employer if their identity is revealed. Therefore, complaints from workers are required to be confidential. Additional interviews of both workers and other contractors must be conducted to ensure that the employee who complained is not identified.

Contact your Region Civil Rights Manager or Headquarters Contract/Labor Compliance Manager in the CRBRC if there are questions regarding compliance both on the basis of a complaint or if information on the payroll appears questionable. Assistance is available for investigations and there may be a pattern of noncompliance that should be addressed statewide.

Document and forward errors and investigation results as CDOT is required to report semi-annually all back wages recovered. This information must be broken down by straight time and overtime. In addition, CDOT must include the number of employees affected and any liquidated damages assessed under the Contract Work Hours and Safety Standards Act.

Employee Interviews – Equal Employment Opportunity and Labor Compliance Verification – CDOT Form 280

The chart below reflects the number of employee interviews (CDOT Form 280's), required monthly based on the dollar amount of the contract. Project interviews are required monthly. They are reported to the Region Civil Rights Manager quarterly who reports them to the CRBRC unit. This information is then compiled for a report that is submitted to FHWA and the Chief Engineer.

Cross check the information obtained from employees with the payroll corresponding to the week of the interview. Inconsistencies between the employee statements and the payrolls submitted by the contractor or equal employment opportunity concerns must be referred to the Region Civil Rights Manager.

It may appear that the contractor has been less than diligent in educating their employees regarding their equal employment rights or wages/fringe benefits. You may advise the contractor that a meeting covering the issues is both desirable and necessary. It may also be necessary to advise employees of the location of the project bulletin board for review of the contract wage decision.

Project Interview Requirements

On contracts up to \$1 million, perform a minimum of 1 interview during each month of active construction
On contracts greater than \$1 million and up to \$3 million, perform a minimum of 2 interviews during each month of active construction
On contracts greater than \$3 million and up to \$5 million, perform a minimum of 3 interviews during each month of active construction
On contracts greater than \$5 million and up to \$7 million, perform a minimum of 4 interviews during each month of active construction
On contracts greater than \$7 million and up to \$9 million, perform a minimum of 5 interviews during each month of active construction
On contracts greater than \$9 million and up to \$12 million, perform a minimum of 6 interviews during each month of active construction
On contracts greater than \$12 million and up to \$20 million, perform a minimum of 7 interviews during each month of active construction
On contracts greater than \$20 million, for each increment of \$10 million, add a minimum of 1 additional interview during each month of active construction

COLORADO DEPARTMENT OF TRANSPORTATION EQUAL EMPLOYMENT OPPORTUNITY AND LABOR COMPLIANCE VERIFICATION	Project No.:
	Project Code (SA#):
Contractor Name:	Project Location:
Employee Name:	Job Classification:

JOB SITE INTERVIEW SECTION

Equal Employment Opportunity		
Have you seen the EEO posters posted by the Contractor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you know the EEO policy of the Contractor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you know who the project EEO Officer is? If yes, what is the project EEO Officer's name?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have Contractor or Contractor personnel ever asked you to refer minorities and women to fill job openings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has the Contractor offered you training or apprenticeship programs to upgrade your skills?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
How long have you been employed by this Contractor? years months days		
How did you get this job? <input type="checkbox"/> union <input type="checkbox"/> other:		
Have you attended a meeting on this project where EEO was discussed? If yes, what was the date of the meeting? / /	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you feel the Contractor has discriminated against you in any way?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Comments:		
Labor Compliance		
Have you seen the wage posters posted by the Contractor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What is your hourly wage rate? \$ /hour		
What is your hourly fringe benefit amount? \$ /hour How are fringe benefits being paid to you? <input type="checkbox"/> cash <input type="checkbox"/> other (e.g., plan, fund, program): Have you experience any problems with fringe benefit payments? If yes, please describe:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
TOTAL HOURLY WAGE: \$ /hour		
How often are you paid? <input type="checkbox"/> weekly <input type="checkbox"/> other:		
Describe your current work assignment:		
Employee Signature:	Date: / /	

VERIFICATION SECTION (Use the Contractor payroll to answer the questions in this Section)

Is the employee's wage correct?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What is the total hourly amount?		
What is employee's worker classification?		
What is the payroll date? / /		
Comments:		
Interviewer's Signature:	Date: / /	

**COLORADO DEPARTMENT OF TRANSPORTATION
EQUAL EMPLOYMENT OPPORTUNITY AND
LABOR COMPLIANCE VERIFICATION**
(COLORADO DEPARTAMENTO DE TRANSPORTACION
OPORTUNIDAD Y EMPLEO IGUAL
VERIFICACION DE CONFORMIDAD DE TRABAJO)

PROJECT #
(Numero De Proyecto)
LOCATION
Project code (SA#)

Contractor's name
(Nombre De Contratista)

Employee's name
(Nombre De Empleado)

Job classification
(Clasificacion De Trabajo)

JOB SITE INTERVIEW SECTION (SECCION DE INVESTIGATION DE TRABAJO)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) La Igualdad De Oportunidades de Empleo

1. Have you seen the EEO posters posted by this contractor? (¿Ha visto los cartelones de EEO puestos por el contratista?)
 yes (si) no
2. Do you know the EEO policy of your contractor? (¿Usted conoce la politica de EEO del contratista?)
 yes (si) no
3. Do you know who the project EEO officer is? (¿Usted sabe, quien es el oficial de EEO del proyecto?) yes (si) no
Who is he/she? (¿Si sabe, digame el nombre del oficial del EEO?) _____
4. Have you ever been requested by the contractor or any of his/her staff to refer minorities and women when job openings are available? (¿Le han preguntado el contratista o empleados del contratista que envíe a gente de las poblaciones minoritarias o a mujeres, para que apliquen para oportunidades del empleo?) yes (si) no
5. Has the contractor advised you of training or apprenticeship programs available to upgrade your skills? (¿Le ha ofrecido el contratista entranamiento o programas de aprendizaje para mejorar sus habilidades?) yes (si) no
6. How long have you been employed by this contractor? (¿Cuanto tiempo ha estado empleado por este contratista?)
_____ years (años) _____ months (meses) _____ days (días)
7. How did you get this job? (¿Como conseguio este trabajo?) union other (otro modo): _____
8. Have you attended any meetings on this project where EEO was discussed? (¿Ha atendido una reunion en este proyecto cuando EEO fue discutido?) yes (¿Si si, cuando fue la reunion?), date (fecha) ____/____/____ no
9. Do you feel the contractor has discriminated against you in any way? (¿Siente que el contratista ha discriminado contra usted en algun modo?) yes (si) no

LABOR COMPLIANCE (CUMPLIMIENTO DE TRABAJO)

1. Have you seen the wage posters posted by the contractor? (¿Ha visto los cartelones de sueldo puesto por el contratista?)
 yes (si) no
- 2a. What is your wage rate? (¿Cuál es su sueldo por hora?) \$ _____ hr. (por hora)
- b. What is your fringe benefit amount? (¿Cuanto le dan por hora como pago por sus beneficios complementarios?)
\$ _____ hr. (por hora)
total wage (¿SUELDO completo POR HORA?) \$ _____ hr. (por hora)
3. Are fringe benefits paid to you in cash or does the contractor save them in approved plans, funds or programs?
(¿Como le pagan los beneficios?)
 cash (dinero) funds (otro modo, planes, fondos, programas) Have you experienced any problems? (¿Ha tenido problemas con el pago de su beneficios? Si ha tenido problemas, describa por favor como:)

4. How often are you paid? (¿Cada cuando le pagan?) weekly (por semana) other (otro modo) _____
5. Describe work you are performing today. (Describe su asignacion corriente en su trabajo) _____

Employee signature (Firma del Empleado)

Date (Fecha)

VERIFICATION SECTION (SECCION DE VERIFICACION) (use the contractors payroll to answer the questions in this section)

1. Are the employee's wages correct? yes no
2. What is the total hourly amount? \$ _____ hr.
3. What is the employee's worker classification? _____
4. What is the payroll date? ____/____/____

COMMENTS

Interviewer signature

Date

Apprentices and Trainees

All laborers and mechanics employed on the site of the work must be paid the pre-determined wage with the exception of approved apprentices and trainees.

Apprentices must be employed pursuant to and individually registered in a bona fide apprenticeship program that is registered with the U.S.DOL, Office of Apprenticeship. Apprentices can also be recognized when enrolled in a state apprenticeship agency that is recognized by the U.S.DOL, Office of Apprenticeship. A probationary period of 90 days may be allowed prior to individual registration in an approved program.

Training programs that are certified by the U.S.DOL, Employment and Training Administration, or the Secretary of Transportation in connection with Federal-aid highway construction programs are also considered bona fide training programs and may allow the listed program wage rates and fringe benefits. If the plan is silent on the payment of fringe benefits, the wage determination fringe benefit amount is required.

Wage rates of an apprentice or trainee program are usually expressed as a percentage of the wage determination rate but may be a flat rate per hour. The contractor will be required to provide documentation that reflects the apprentice or trainee status by stage or phase of the program and the wage amount they must be paid.

The apprenticeship or training program must designate an allowable ratio of apprentices/trainees to journey-workers on the project site. This is a daily ratio. An apprentice or trainee who is listed on a payroll at an apprentice or trainee wage but who is not registered must be paid the wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice or trainee performing work on the site of the work in excess of the approved plan journey-worker ratio shall be paid no less than the wage rate required for the classification on the wage determination for the appropriate classification.

Submission of documentation of an approved plan, trainee/apprenticeship registration, and enrollment is required prior to start of work by those workers.

CDOT's OJT special provision dated July 29, 2011 has provisions for monetary damages for Contractors who do not meet their OJT goal. Please read the special provision and know your responsibilities as well as the Contractor's.

General Information

Breaks

The DBRA and the FLSA have no provisions that require a contractor to provide breaks for employees. This is a source of some confusion to employees due to the inclusion of this requirement in some union contracts and CDOT frequently get questions. Should there be a safety or sanitary issue involved, project engineers have successfully used Standard Specification 107.06(a):

The Contractor shall ensure compliance with applicable Federal, State, and local laws, rules, regulations and guidelines governing safety, health and sanitation,...

Open Records Requests

As a public agency, most documentation included in CDOT's files are open to public scrutiny under the provisions of the Colorado Open Records Act. However, Forms 713, 715 and 17 are confidential documents due to their relationship to actual payments to DBEs. Certified payrolls, project diaries, inspector reports, etc. are open for inspection by request. If requested, all documents will be made available for review or copy. For more information on Open Records Requests, see CDOT Procedural Directive 51.2 and CRS 24-72-201.

Sublet Permit Application, Program Quality Reviews, Subcontract Compliance

The CDOT Form 205B, Sublet Permit Application requires that contracts that are federally funded shall include the FHWA 1273 and that a written subcontract must be fully executed prior to the start of work. Reviews have shown that this is not always clear to the contractor.

The FHWA 1273 VI.4 states that:

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

Reviews evaluate whether subcontracts contain all the pertinent provisions and are executed prior to the subcontractor's first day on the work site.

Sublet Permit Application

CDOT Form 205B

A sublet permit application – CDOT Form 205B is required when the Contractor makes an agreement with an individual, firm, corporation or other legal entity to perform part of the contract. In accordance with FHWA 1273 – *Required Contract Provisions Federal-Aid Construction Contracts, Section VI– Subletting or Assigning the Contract*, and CDOT Standard Specifications for Road and Bridge, dated 2011, subsection 108.01, *the Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written permission of the Engineer. Prior to any work by subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form 205.* Subcontractors shall not begin work on the project until the written permission from the Engineer has been received by the Contractor.

The CDOT Form 205B satisfies the request process. The CDOT Form 205B certifies that written subcontracts contain the required provisions and are fully executed when the subcontractor begins work on the project site.

The CDOT Form 205B shall be completed utilizing prime contract dollars. Utilizing prime contract dollars assures that the Contractor is performing 30% of original bid item with their own organization. In the FHWA 1273 – *Required Contract Provisions Federal-Aid Construction Contracts, Section VI – Subletting or Assigning the Contract*, paragraph a) their own organization is defined as “*workers employed or leased by the prime contractor and equipment owned or rented by the prime contractor, with or without operators.*” However, if a subcontractor both supplies the material and performs the work, then this shall be considered one subcontract and shall be included in the amount of the subcontracted work.

Subcontractors may also sublet a portion of their work. No matter the tier, the Contractor shall sign the CDOT Form 205B ensuring that all contract provisions are included in the lower tier subcontract agreement. The Contractor is responsible for compliance of all contract provisions for all subcontracts and purchase orders, no matter the tier.

Subcontracts or transfers of the Contract shall not release the Contractor of liability under the Contract and bond.

October 31, 2013

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

Attached is Form FHWA 1273 titled *Required Contract Provisions Federal-Aid Construction Contracts*. As described in Section I. General, the provisions of Form FHWA 1273 apply to all work performed under the Contract and are to be included in all subcontracts with the following modification:

For TAP (Transportation Alternatives Program) funded Recreational Trails projects, Section I (4) regarding convict labor and all of Section IV of the FHWA 1273 do not apply.

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it

is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information

and procedures with regard to referring such applicants will be discussed with employees.

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the

unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, 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 DOT-assisted contracts. 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for

all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations 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.d. 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 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 classification and wage rates conformed under paragraph 1.b. 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.

b. (1) 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:

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

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

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

(2) 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

2. Withholding

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

3. Payrolls and basic records

a. 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. 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) 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:

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

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

b. Trainees (programs of the USDOL).

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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

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

b. 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).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT

HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

US DOL Davis Bacon Minimum Wages

Colorado

Colorado's most current Davis Bacon Wage tables can be found at:

<http://www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/standard-special-provisions/mics>