

FILE

Public Utilities
Commission of Ohio

Memo

PUCO

2009 JUN 10 AM 10:38

RECEIVED-DOCKETING DIV

To: Docketing Division
From: George Martin, Grade Crossing Planner, Rail Division
Re: American Recovery and Reinvestment Act of 2009 (ARRA) Project- Ohi-Rail Corp grade crossing improvement in Columbiana County
Date: June 2, 2009

The Ohio Rail Development Commission (ORDC) has encumbered funding provided by the American Recovery and Reinvestment Act of 2009 (ARRA) to upgrade the circuitry and install new mast mounted flashing lights at the following crossing:

Columbiana County, near Minerva, Lincoln Highway/US 30, DOT# 503-455W

The crossing was surveyed on April 23, 2009 and found to warrant the upgrade. **This project will also include the installation of a high type grade crossing surface. Although the Commission does not order surface projects, ORDC has requested that this be referenced in the Entry.**

This project is actual cost. ARRA reimbursable costs shall not exceed \$250,000. Any costs exceeding the ARRA funding shall be reimbursed from ORDC's safety funding.

Staff requests an Entry with the following language included:

ARRA FUNDED PROJECT

Funding for this contract has been provided through the ARRA, and is subject to the reporting and operational requirements of ARRA. Each contractor, including the railroad and both prime and subcontractors, are subject to audit by federal or state authorities. Failure to comply with the terms herein may result in cancellation, termination or suspension of the contract, in whole or in part.

The Entry should direct Ohi-Rail Corp (OHIC) to submit site plans and cost estimates to the Commission and ORDC within 90 days, with the projects to be completed within one year. Upon approval of the plans and estimates by ORDC construction may commence. A suggested case coding and heading would be:

PUCO Case No. 09- 491 -RR-FED American Recovery and Reinvestment Act of 2009 (ARRA) Project-Ohi-Rail Corp grade crossing improvement in Columbiana County

C:Legal Department

Please serve the following parties of record

Ms Susan Kirkland

Ohio Rail Development Commission

50 W Broad St, 15th Floor

Columbus, Oh 43215

Mr Powell Felix

Ohi-Rail Corp

916 Vine St

Connersville, In 47331

Mr Scott Warner

ODOT District 11

2201 Reiser Ave

New Philadelphia, Oh 44663


RECEIVED
PUBLIC UTILITIES
COMMISSION OF OHIO

**OHIO RAIL DEVELOPMENT COMMISSION
INTER-OFFICE COMMUNICATION**

JUN -5 AM 8:29

RAIL DIVISION

TO: Leah Thomas-Dalton, Chief, Railroad Division, PUCO

FROM: Susan Kirkland, Manager, Safety Section, ORDC 

SUBJECT: American Recovery and Reinvestment Act of 2009 (ARRA) Project
Grade Crossing Warning Device and Surface Reconstruction Project
Columbiana County, Ohi-Rail US30-00.42, DOT # 503455W

DATE: June 1, 2009

The Ohio Rail Development Commission (ORDC) has identified the above mentioned grade crossing to be upgraded with new circuitry and flashing light signals and the installation of a new high type grade crossing surface through funding provided by the American Recovery and Reinvestment Act of 2009 (ARRA). The ORDC has secured ARRA funding for the project under the following terms and conditions:

This project shall be completed in compliance with:

Agreement No.00008-A dated May 20, 2009 entered into by the State of Ohio and the OHI-RAIL Corporation (OHI-RAIL) to cover the general terms and conditions to be satisfied in the implementation of the State of Ohio Grade Crossing Warning Program, including but not limited to Title 1 of Chapter 23 of the United States Code;

And Agreement No.6959 dated April 23, 1992 entered into by the State of Ohio and OHI-RAIL Corporation (OHI-RAIL) to cover the general terms and conditions to be satisfied in the implementation of the State of Ohio Surface Reconstruction Program, including but not limited to Title 1 of Chapter 23 of the United States Code.

The ARRA reimbursable costs shall not exceed \$250,000 construction and related activities. Preliminary Engineering costs shall be reimbursed by ORDC Safety Funds. Any costs above and beyond the \$250,000 of ARRA funding shall be reimbursed from ORDC's Safety Funds at 100% of costs incurred up to a total amount of \$300,000.

The ORDC conducted a formal diagnostic review at the location on April 23, 2009; PUCO was represented at the reviews. A copy of the diagnostic review form is attached to this memo. Please have a copy of the review form added to the PUCO formal docket and distribute a copy of the form to Ohi-Rail with the PUCO Order.

As part of the PUCO Order for the warning device improvements it is important that the following language be incorporated into the text. This language is critical to the ARRA reporting requirements for Federal reimbursement.

ARRA FUNDED PROJECT

Funding for this contract has been provided through the ARRA, and is subject to the reporting and operational requirements of ARRA. Each contractor, including the railroad and both prime and subcontractors, are subject to audit by federal or state authorities. Failure to comply with the terms herein may result in cancellation, termination or suspension of the contract, in whole or in part.

In addition, because this ARRA project involves both a warning device installation and surface improvements, please reference both in the standard 12-month Order. We understand that PUCO cannot officially "order" the surface portion of the overall project, but for clarity to our railroad operator we would like the total project referenced.

For informational purposes, a copy of both the letter agreements and additional ARRA terms is attached to this memo, along with Form FHWA-1589, the form railroads and contractors will be using to fulfill the additional ARRA reporting requirements. Tom Burns, Stimulus Coordinator for the ORDC will be the point of contact for any ARRA-related questions. His number is 614-644-0293, or he may be reached via email at Thomas.burns@dot.state.oh.us.

Lastly, as with all ORDC authorizations, this construction authorization is made with the stipulation and understanding that any field work needs prior approval before the work begins. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

Thank you for your assistance with these matters,

c: Mr. Powell Felix, General Manager, Ohi-Rail
Ms. Heather L. McColeman, PE, ODOT Tiger Team
M. Forte, Project Manager, ORDC (project files)
T. Burns, Stimulus Coordinator, ORDC

Attachments: Three (3), with original



Diagnostic Review Team Survey

Date: 4.23.09

Location Data

Street or Road Name:

LINCOLN HIGHWAY

Route/Road Number

(i.e. Twp., Co., SR or US) 30-042 (include SLM if State or US route)

AAR-DOT No.:

503 455W

County:

COL

Township:

WEST

City:

(In or Near) MINERVA

Railroad

Name:

OHI-RAIL

Railroad

Division:

CENTRAL

Branch/Line

Name:

TUSC. SEC.

Nearest RR

Timetable Station:

MINERVA

RR Milepost:

0.99

On-Site Review Team

(Include: Name - Organization - Phone Number)

1. Chris Jacobs, OHI-RAIL (330) 868-5116

2. BUD GAVE OHI-RAIL (330) 868-5116

3. Powell Felix OHIC (765) 825-0316

4. Dave Sharp OHIC 330-868-7705

5. Scott Warner ODOT 330-308-7838

6. Joe Parisi ODOT 330-308-7813

7.

8.

9.

Existing Traffic Control Devices

Type of Warning Devices	Installed?		Quantity/Comments	
Advance Warning Signs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2	
'Stop' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
'Stop Ahead' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Pavement Markings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2	
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2	
Number of Tracks Signs	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Inventory Tags	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Interconnected Highway Traffic Signal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Mast-Mounted Flashing Lights	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2	
Cantilever Flashing Lights	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number:	Length:
Side Lights	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Automatic Gates	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number:	Length:
Bells	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Sidewalk Gate Arms	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
'No Turn' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Illumination	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Is crossing flagged by train crew?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

Safety Data (Obtain crash reports, if possible, prior to review)

	Initial Information (from database)	Revised
Number & dates of crashes in previous 5 years	0	
Hazard Ranking	3529	Date Run: 4-22-09

Railroad Data

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	1	2-3 a week
< 1 per day		
Day thru trains		
Night thru trains		
Daytime switching movements		
Nighttime switching movements		
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks		
Maximum train speed	10	10
Typical train speed		
Amtrak		

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☒ Yes ☐ No

If multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ No

Can one train block the motorists' view of another train at crossing? ☐ Yes (Explain below) ☒ No

Are there other track(s) crossing this same roadway within 100 ft of this crossing? ☐ Yes ☒ No

If yes, Crossing DOT #(if different) _____

If yes, distance _____ (take measurement between track centerlines at closest point along roadway)

Roadway Data

Local Highway Authority: ODOT, DISTRICT II

Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	6,020 (2003)	6190 2006
Highway paved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____		
Roadway width: 30 ft.		
Number of highway lanes	2	2
Urban or Rural		
Vehicle Speed: 55 MPH	45 approaching village	
School Bus Operation: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>8</u> Amount <u>7-8 a day</u>		
Hazardous Materials Trucks: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes _____ Amount		
Shoulders: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
Is the shoulder surfaced? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
Is there existing guardrail along roadway in crossing vicinity? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Is stopping site distance adequate? (See Table 2) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, deficient approach(es) _____		
Quadrant _____ Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None	Quadrant _____ Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None	

Pedestrians: ☒ No ☐ Yes

Is sidewalk present? ☒ No ☐ Yes

Is there a nearby intersection that could cause queuing over the crossing? ☒ No ☐ Yes

If yes,
Distance _____

Is this intersection signalized? ☒ No ☐ Yes

Are the signals currently interconnected with the existing crossing warning devices? ☒ No ☐ Yes

Is it the consensus of the Diagnostic Review Team that this is a potential closure project? ☒ No ☐ Yes

Explain reasons:

Type of Development

<input checked="" type="checkbox"/> Open Space	<input type="checkbox"/> Institutional	Location of nearby schools:
<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	
<input checked="" type="checkbox"/> Residential		

Utility Information

Is commercial power available? ☐ No ☐ Yes

Utility Provider (Company Name) AEP Phone Number _____

Nearest Available Power Source @ crossing

What other utilities are present? None

Is there potential utility conflict(s) ☐ Yes ☒ No ☐ Unknown

Diagnostic Team Recommendations

BY <u>SJK 5/20/09</u>	Quadrants Needed
<input checked="" type="checkbox"/> Install/upgrade active devices	
<input checked="" type="checkbox"/> Automatic Flashing Lights (AFLS)	
<input type="checkbox"/> AFLS / Cants	
<input type="checkbox"/> AFLS / Gates	
<input type="checkbox"/> AFLS / Gates / Cants	
<input checked="" type="checkbox"/> Upgrade circuitry	<u>IF NEEDED</u>
<input type="checkbox"/> Sidelights	
<input type="checkbox"/> Guardrail Needed	
<input type="checkbox"/> Install/Replace curb	
<input type="checkbox"/> Other (define)	

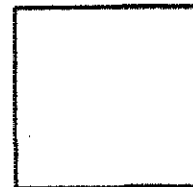
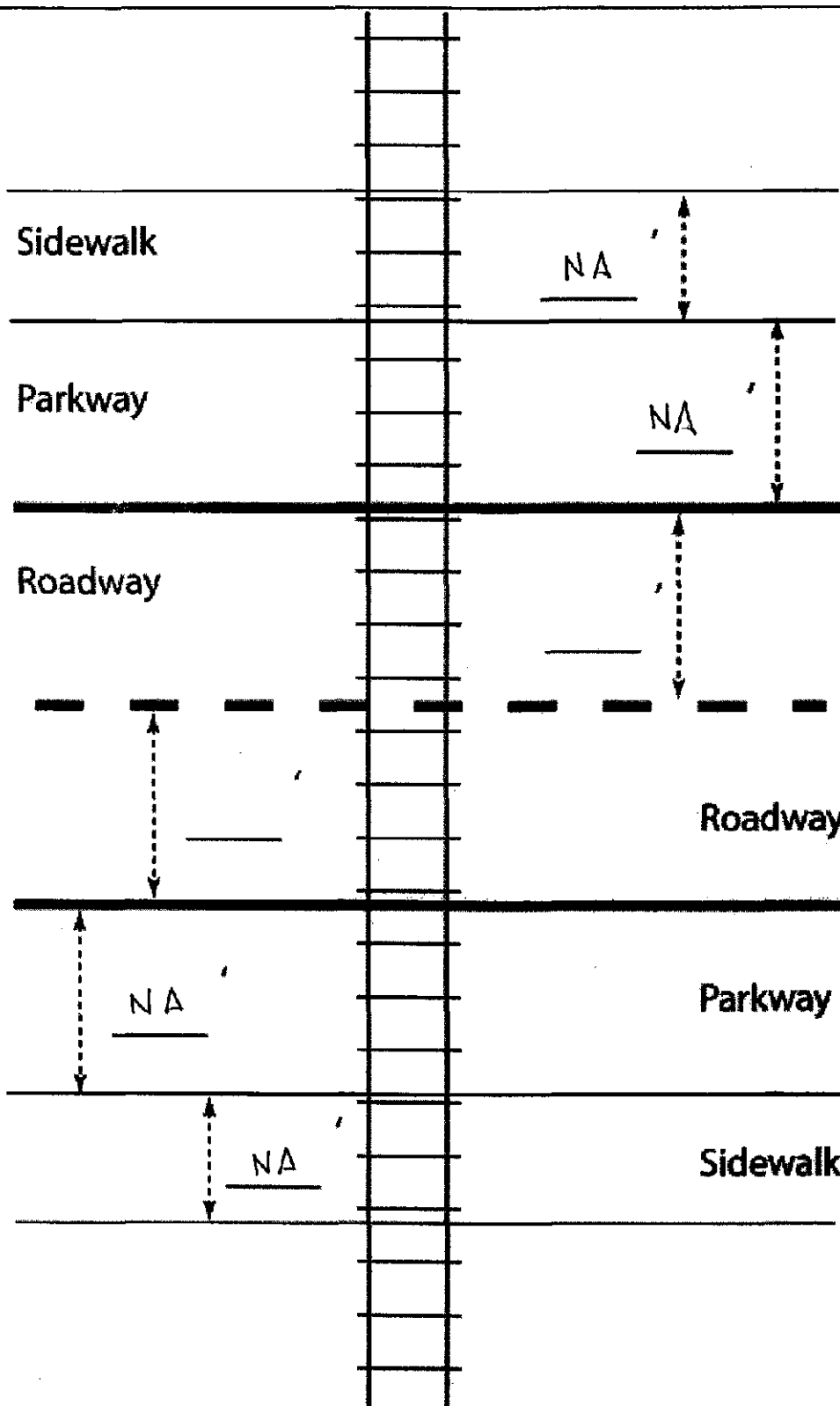
Comments:

☐ Install/upgrade traffic signal preemption

☐ No improvements needed

☐ Other (define)

Field Dimensions



Show North
Direction

Crossing Angle ☐ 0-29° ☐ 30-59° ☐ 60-90° Measured in _____ Quadrant?

Measurements by: _____

Field Sketch

Crossing Angle ☐ 0-29° ☐ 30-59° ☐ 60-90° Measured in _____ Quadrant?

Sketch by: _____

TABLE 1

Clearing Sight Distances

Maximum Authorized Train Speed	Distance (dT) Along Railroad from Crossing (ft)
1 - 10	240
15	360
20	480
25	600
30	720
35	840
40	960
45	1080
50	1200
55	1320
60	1440
65	1560
70	1680
75	1800
80	1920
85	2040
90	2160

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers and level single track 90 degree crossings; and may need to be adjusted for multiple tracks, skewed crossings or approaches on grades.

Clearing Sight Distance is to be measured in each vehicle travel direction at non-gated crossings as viewed from a point 25 feet from centerline of nearest track in the center of whichever travel lane is nearest the direction along track being measured.

Table 2

Stopping Sight Distances

Highway Vehicle Speed	Distance (dH) Along Roadway from Crossing (ft)
0	n/a
5	50
10	70
15	105
20	135
25	180
30	225
35	280
40	340
45	410
50	490
55	570
60	660
65	760
70	865

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers on dry level pavements.

Stopping Sight Distance is to be measured on each roadway approach to crossing from stop bar.



Ohio Rail Development Commission

50 West Broad Street, Suite 1510, Columbus, Ohio 43215
614-644-0306 (telephone) • 614-728-4520 (fax) • www.dot.state.oh.us/ohiorail

May 26, 2009

Mr. Powell Felix, General Manager
OHI-RAIL Corporation
916 Vine Street
Connersville, IN 47331

Re: Columbiana County US30-00.42, Lincoln Highway, DOT # 503455W

Dear Mr. Felix:

The Ohio Rail Development Commission (ORDC) has identified and surveyed the above mentioned grade crossing for warning device upgrades through funding provided by the American Recovery and Reinvestment Act of 2009 (ARRA).

ARRA FUNDED PROJECT

Funding for this contract has been provided through the ARRA, and is subject to the reporting and operational requirements of ARRA. Each contractor, including the railroad and both prime and subcontractors, are subject to audit by federal or state authorities. Failure to comply with the terms herein may result in cancellation, termination or suspension of the contract, in whole or in part.

The attachment to this Letter Agreement further explains the requirements of the ARRA that you as a Grantee must follow. In addition, the ARRA has strict timing requirements in order to keep funds available –

YOU MUST RESPOND TO THIS LETTER WITHIN 7 DAYS OF RECEIPT OR THE ARRA FUNDING WILL LAPSE.

This project shall be completed in compliance with Agreement No.00008-A dated May 20, 2009 entered into by the State of Ohio and the OHI-RAIL Corporation (OHI-RAIL) to cover the general terms and conditions to be satisfied in the implementation of the State of Ohio Grade Crossing Warning Program, including but not limited to Title 1 of Chapter 23 of the United States Code.

The ARRA reimbursable costs shall not exceed \$250,000 construction and related activities. Preliminary Engineering costs shall be reimbursed by ORDC Safety Funds. Any costs above and beyond the \$250,000 of ARRA funding shall be reimbursed from ORDC's Safety Funds at 100% of costs incurred up to a total amount of \$300,000.

Mr. Powell Felix, General Manager
May 26, 2009
Page 2

Please indicate your acceptance of the terms and conditions of this letter of Agreement by signing and returning one (1) copy to Susan J. Kirkland, Manager, Safety Programs, ORDC.

Sincerely,



Matthew R. Dietrich
Executive Director

ACKNOWLEDGED AND ACCEPTED BY:

OHI-RAIL Corporation:

By R Powell Felix

Print Name R. Powell Felix

Title General Manager

Date May 28, 2009

RECEIVED
ORDC
2009 JUN - 1 PM 3:24



Ohio Rail Development Commission

50 West Broad Street, Suite 1510, Columbus, Ohio 43215
614-644-0306 (telephone) • 614-728-4520 (fax) • www.dot.state.oh.us/ohiorail

RECEIVED
ORDC
2009 MAY 13 PM 2:20

May 8, 2009

Mr. Powell Felix, General Manager
OHI-RAIL Corporation
916 Vine Street
Connersville, IN 47331

Re: Columbiana County US30-00.42, Lincoln Highway, DOT # 503455W

Dear Mr. Felix:

The Ohio Rail Development Commission (ORDC) has identified and surveyed the above mentioned grade crossing to for surface reconstruction through funding provided by the American Recovery and Reinvestment Act of 2009 (ARRA).

ARRA FUNDED PROJECT

Funding for this contract has been provided through the ARRA, and is subject to the reporting and operational requirements of ARRA. Each contractor, including the railroad and both prime and subcontractors, are subject to audit by federal or state authorities. Failure to comply with the terms herein may result in cancellation, termination or suspension of the contract, in whole or in part.

The attachment to this Letter Agreement further explains the requirements of the ARRA that you as a Grantee must follow. In addition, the ARRA has strict timing requirements in order to keep funds available –

YOU MUST RESPOND TO THIS LETTER WITHIN 7 DAYS OF RECEIPT OR THE ARRA FUNDING WILL LAPSE.

This project shall be completed in compliance with Agreement No.6859 dated April 23, 1992 entered into by the State of Ohio and the OHI-RAIL Corporation (OHI-RAIL) to cover the general terms and conditions to be satisfied in the implementation of the State of Ohio Grade Crossing Warning Program, including but not limited to Title 1 of Chapter 23 of the United States Code.

The ARRA reimbursable costs shall not exceed \$250,000 construction and related activities. Preliminary Engineering costs shall be reimbursed by ORDC Safety Funds.

Mr. Powell Felix, General Manager
May 8, 2009
Page 2

Please indicate your acceptance of the terms and conditions of this letter of Agreement by signing and returning one (1) copy to Susan J. Kirkland, Manager, Safety Programs, ORDC.

Sincerely,



Matthew R. Dietrich
Executive Director

ACKNOWLEDGED AND ACCEPTED BY:

OHI-RAIL Corporation:

By R Powell Felix

Print Name R. Powell Felix

Title General Manager

Date 5-11-09

Attachment to Letter Agreement

This Project is funded by the American Recovery and Reinvestment Act of 2009 ("ARRA"), and subject to the specific reporting and operational requirements of that law. Below are the requirements of that law, which must be complied with in order to receive reimbursement from ARRA funding.

Clause 1: Steel and Iron Products Made in the United States.

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

1. **Federal Requirements.** All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.
2. **State Requirements.** All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.
3. **Applications.**
 - a. When the Work is Federally funded both the Federal and State requirements apply. This includes all portions of the Work, including portions that are not Federally funded.
4. **Exceptions.** The Director may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. The Director may grant such exceptions under either of the following conditions:
 - a. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
 - b. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. The Director may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.
5. **Proof of Domestic Origin.** Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

Clause 2: Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009

1. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
2. The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

Clause 3: American Recovery and Reinvestment Act—Reporting Requirements

1. Reporting

The Railroad & Contractor shall complete form FHWA-1589 for each month from the date of the Notice to Proceed until completion of the Contract. The Railroad & Contractor shall be responsible for reporting their firm as well as every Subcontractors data for every tier of Subcontractor. Copies of form FHWA-1589 and instructions can be accessed via ODOT's website at the following web address:

<http://www.dot.state.oh.us/divisions/communications/pages/FederalStimulusProjects.aspx>

The Railroad & Contractor will report the direct, on-the-project jobs for their workforce and the workforce of their Subcontractors active during the reporting month. These job data include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the American Recovery and Reinvestment Act of 2009 (ARRA) funded project. This does not include material suppliers.

The Railroad & Contractor shall submit the completed form FHWA-1589 by the 10th of each month for the previous month's employment information to the Engineer AND submit the completed information online at the following address:

<http://www.dot.state.oh.us/divisions/communications/pages/FederalStimulusProjects.aspx>

The Initial report shall be submitted to the Engineer within 30 days of execution. Subsequent reports shall be submitted to the Engineer no later than 10 days after each report month.

Clause 4: American Recovery and Reinvestment Act – Accessibility to Records and Project Sites

1. Accessibility to Records and Project Sites.

- a. Section 902 of ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:
 - i. Examine any records of the Contractor or any of the Subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - ii. Interview any officer or employee of the Contractor or any of the Subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- b. The Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.
- c. Section 1515(a) of ARRA provides authority for any representatives of an Inspector general to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.
This section applies to any representatives of the Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 and other government officials duly authorized by state or federal law to examine contract records or perform interviews on ARRA funded contracts.
- d. Sections b. and c. above shall be included verbatim in all of the Contractor's agreements with its Subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded Work.

Clause 5: Davis-Bacon Act

In accordance with the ARRA this PROJECT, including force account work performed by the railroads, requires the Contractor to use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website noted below on payrolls submitted to the District Office. This dictates the minimum required wages that must be paid on this PROJECT.

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors. This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

<http://www.wdol.gov/dba.aspx#3>

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

1. The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
2. Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers. These notices will be provided.

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The project number and pay week dates.
4. Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

Clause 6: DUNS Numbers

1. The ARRA requires that each recipient of ARRA funding be assigned a nine-digit Dun & Bradstreet identification number followed by the four-digit optional DUNS Plus number. This identification number is issued by Dun & Bradstreet and is in the format of "999999999.9999." This number is required in order to fulfill the reporting requirements listed in Clause 3 of this Addendum.

Clause 7: Remedies

1. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the Master Agreement, the above clauses, or any other document incorporated into this Agreement, the ORDC will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

Clause 8: Buy Ohio Provision

The Grantee shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Agreement.

Clause 9: Buy America

The Federal Highway Administration's (FHWA) "Buy America" requirements apply to all ARRA funded projects. Details are in the 2008 ODOT Construction & Materials Specifications, Section 106.09. If a waiver is necessary for a project it must be processed through the FHWA headquarters.