DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

ISSUE DATE: February 11, 2014	**INVITATION TO BID NUMBER:** 2014034-PW-B	**FOR:** Main Street Streetscape Phase 2
DEPARTMENT: Public Works	**DATE/TIME OF CLOSING:** March 4, 2014 at 2:00pm local time	**CONTRACT ADMINISTRATOR:** Thomas Hartman, PE

****MANDATORY PRE-BID CONFERENCE ON FEBRUARY 18, 2014 AT 10:00AM LOCAL TIME****

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addendums shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: __% for payment within____days/net____ days

By signing this bid, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Department of Public Works, 320 East Mosby Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

**This document must be completed & returned with bid submission.*

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PROJECT MANUAL

FOR

CITY OF HARRISONBURG, VIRGINIA

MAIN STREET STREETSCAPE – PHASE 2

VDOT PROJECT: EN12-115-233, P101, C501

UPC: 103587

CITY OF HARRISONBURG, VIRGINIA

DEPARTMENT OF PUBLIC WORKS

February 11, 2014

Prepared by

Department of Public Works
City of Harrisonburg
320 East Mosby Road
Harrisonburg, Virginia 22801

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SECTION 0001
INVITATION TO BIDDERS

1. PROJECT

Main Street Streetscape – Phase 2 for the City of Harrisonburg, VA

2. DESCRIPTION OF WORK

Construction of brick sidewalk with concrete underlayment, CG-6 curb & gutter, CG2 curb, CG-12 detectible warning surface, traffic rated brick entrances, traffic and pedestrian signal work, 4" PVC with junction boxes, some drainage structure modifications, together with all appurtenances, utility relocations and incidental items required to complete the work. Start work by May 1, 2014. Entire project must be completed by December 15, 2014.

3. DOCUMENTS

Bid documents are available for viewing at the following locations: City Department of Public Works, 320 East Mosby Road; and McCormick Taylor, Inc, 113 Mill Place Parkway Unit 103, Verona, VA 24482, (540) 248-0382. Bid documents are available for viewing on the internet at www.harrisonburgva.gov/bids-proposals and also on the eVA website at www.eva.virginia.gov. Bid documents are available for purchase at DTS Reprographics 4803 South Valley Pike, Harrisonburg VA, 22801, (540) 433-8373.

4. PRE-BID CONFERENCE

February 18, 2014 at 10:00 AM local time at the Department of Public Works, 320 East Mosby Road, Harrisonburg, VA. Attendance is mandatory and bidder's representative must be present for entire conference. Questions will be received up until February 25, 2014 at 12:00 PM EST and posted on the City's website at www.harrisonburgva.gov/bids-proposals as well as on the eVA website at www.eva.virginia,gov. Please be advised that City offices will be closed on February 17, 2014 for President's Day.

5. BID BOND

Bids shall be accompanied by a 5% bid security. Bid bond must be in the form of a cashier's check, certified check or a bid bond issued by a surety.

6. BIDS DUE

March 4, 2014 at 2:00 PM local time at the City of Harrisonburg, Department of Public Works, 320 East Mosby Road, Harrisonburg, VA, 22801. Bids will be opened and read publicly.

7. OWNER

City of Harrisonburg, 345 South Main Street, Harrisonburg, VA, 22801

8. CONTRACT ADMINISTRATOR

Thomas Hartman, PE, 320 East Mosby Road, Harrisonburg, VA 22801. Telephone: 540-434-5928. Email: Tom.Hartman@harrisonburgva.gov

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SECTION 0100
INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bid documents are available for viewing at the following locations: City Department of Public Works, 320 East Mosby Road; and McCormick Taylor, Inc, 113 Mill Place Parkway Unit 103, Verona, VA 24482, (540) 248-0382.

Bid documents are available for viewing on the internet at www.harrisonburgva.gov/bids-proposalsand also on the eVA website at www.eva.virginia.gov.

Bid documents are available for purchase at DTS Reprographics 4803 South Valley Pike, Harrisonburg VA, 22801, (540) 433-8373.

2. BIDDER ELIGIBILITY

A. Bids

Bids will only be accepted from Contractors who are experienced in and actively engaged in the type of construction of the item(s) called for in the bid. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City. Where an installation or assembly is to be performed by a subcontractor, the bidder must name the subcontractor, and the City reserves the right to determine whether the named subcontractor is fit and capable to perform the required work. Bidders and subcontractors must be prequalified with VDOT to be considered responsive bidders on this project. A copy of the bidder's and subcontractor's VDOT Certificate of Qualifications must be submitted with the bid documents.

B. Bidders are required under Chapter 11, Title 54, Code of Virginia, to show evidence of certificate of registration before bid may be received and considered.

C. Bidders must certify in the bid form that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.

3. BID FORM AND SUBMISSION

In order to receive consideration, submit bids in accordance with the following:

A. Make bids upon the forms provided herewith, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid.

B. Address bids to the Owner, and deliver to the address specified in the invitation to bidon or before the day and hour set for opening the bids. Enclose each bid in a

sealed envelope bearing the title of the Work, the project number(s), the name of the bidder, Virginia contractor registration number and the date and hour of the bid opening, Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids will be returned to the bidder.

C. Indicate receipt of issued Addenda. All Bidders are cautioned to check at www.harrisonburgva.gov/bids-proposals or at www.eva.virginia.gov to assure that all Addenda have been received and that the cost consequences thereof have been included in the bid.

D. Although the bid is based upon unit prices, many items are to be priced under lump sum designations. It is the bidder's responsibility to verify the exact scope of work for all items in order to establish a bid price.

E. The following documents fully completed and signed where appropriate are required for a responsive bid:

i) Signed Cover Sheet
ii) Bid Form
iii) Bid Tab
iv) Bid Bond
v) Contractor Eligibility and Registration
vi) State Corporation Commission Registration
vii) VDOT Form C-48 (City Revision)
viii) VDOT Form C-49
ix) VDOT Form C-104
x) VDOT Form C-105
xi) VDOT Form C-111
xii) Copy of VDOT Certification of Qualifications
xiii) Insurance Requirements for the City of Harrisonburg
xiv) Signed Addenda, if applicable

4. BONDS

A. Bid security in the amount stated in the Invitation to Bid must accompany each bid. The successful bidder's security will not be returned until he has signed the Contract and has furnished the required Certificates of Insurance.

B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 90 days after bid opening, whichever is sooner. Other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.

C. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the

amount of 100% of the Contract Sum, and each on the form provided therefore in the Project Manual. Such Bonds shall be issued by a Surety acceptable to the Owner.

5. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Project Manual and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

6. COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS

Contactor shall comply with Section 0900, Federal and State Requirements. Contractors will be held responsible for the wage posting and reporting requirements stipulated in these documents. Contractor's employees may be subject to brief interviews with VDOT or City personnel. Contract award is subject to verification by Owner that Contractor is not banned from bidding on Federal or State aid projects.

7. MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

B. Except as provided in Section 11-54, Procedure (1) of the Code of Virginia, no bidder may withdraw his bid for a period of thirty calendar days after the date set for opening thereof, and bids shall be subject to acceptance by Owner during this period. Refusal of acceptance will result in forfeiture of bid security.

8. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit to the Contract Administrator a written request for as outlined in the invitation to bid. The person submitting the request shall be responsible for any other interpretations of the proposed Contract Documents. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at www.harrisongurgva.gov/bids-proposals.

9. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, meeting all specifications, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

10. EXECUTION OF AGREEMENT

A. The form of the Agreement which the successful bidder will be required to execute is included in the Project Manual.

B. The bidder to whom the Contract is awarded shall, within ten calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.

C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bond as are required by the Owner.

D. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

11. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

A. The Agreement includes a stipulation that all Work be completed by a specified date (see section 0501). Liquidated damages will be applied as specified in the current VDOT Road and Bridge Specifications. The contractor is not to begin work until the receipt of the Owner's Notice to Proceed which will be effective upon receipt.

12. INSURANCE REQUIREMENTS

Insurance Requirements for the City of Harrisonburg

Independent Contractors/Vendors must have the following insurance coverages before beginning work on City premises:

1.) The contractor/vendor will maintain a general liability policy with $1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. Excess Liability coverage in the amount of $1,000,000. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor/vendor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least $100,000 bodily injury by accident/$500,000 bodily injury by disease policy limit/$100,000 bodily injury by disease each employee.

3.) The contractor/vendor will maintain automobile liability insurance with limits of at least $1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

_____

FIRM

_____

SIGNATURE

RETURN THIS PAGE

13. CITY BUSINESS LICENSE

City of Harrisonburg Business License is required for successful award of this project. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner a copy of their City Business License. Subcontractors are also required to obtain a City Business License. It is the responsibility of the General contractor to notify the Subcontractors of this requirement. For information on City Business Licenses contact the Harrisonburg Commissioner of Revenue office at 540-432-7781.

14. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is http://www.scc.virginia.gov.

15. STANDARD SPECIFICATIONS AND STANDARDS

Work in this project shall conform to the latest editions of the Virginia Department of Transportation (VDOT) Road and Bridge specifications, the VDOT Road and Bridge standards, the Virginia Erosion and Sediment Control handbook, the Virginia Erosion and Sediment Control regulations and the City of Harrisonburg Design and Construction Standards Manual. In the event of conflict between any of these standards, specifications or plans, the most stringent shall govern.

16. CONSIDERATION OF PROJECT COMPLEXITIES

A. In preparing this bid, Contractor shall understand and account in his costs for the complexities involved in administrating the construction required by this Contract. Contractor shall be aware that the project area receives heavy vehicular and pedestrian traffic. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner.

B. Contractor should be aware that this is a federal and state aid project with several requirements. The specific requirements for this project are shown in Section 0900. Bid forms pertaining to the federal requirements are included in Section 0305-0310.

C. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

END INSTRUCTIONS TO BIDDERS

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0300 BID FORM

Mr. James Baker
Director
Department of Public Works
320 East Mosby Road
Harrisonburg, Virginia 22801

Dear Sir:

The undersigned, having visited and examined the site and having carefully studied the drawings and project manual for the City of Harrisonburg, Main Street Streetscape – Phase 2, hereby proposes to furnish all plant, labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project in strict accordance with the drawings dated December 19, 2013 and the project manual dated February 11, 2014, together with addenda numbered _____, issued during bidding period and hereby acknowledged subject to the terms and conditions of the Agreement for the following sums of money:

BASE BID PROPOSAL

All labor, material, services and equipment necessary for the completion of the work shown on the Drawings and in the Project Manual and in the Addenda (if issued).

_____($_____)

WOLFE STREET ADDITIVE

All labor, material, services and equipment necessary for the completion of the work shown on the Drawings and in the Project Manual and in the Addenda (if issued).

_____($_____)

This bid submitted by (name of firm):_____

It is understood and agreed that the Owner, in protecting his best interests, reserves the right to:

Reject any and all bids, or waive any defects in favor of the City

Or

Accept any bid at the bid price, whereupon the contractor shall furnish equipment and materials as specified.

Contractors shall indicate a unit price for each item listed in the Pay Items Summary which follows. The listed pay items are to contain all necessary costs required for completion of the work. It is understood that all quantities listed below are estimated quantities and the Owner reserves the right to raise, lower or eliminate any quantity or item. Unit prices shall be used in determining partial and full payment.

Harrisonburg, VA Main Street Streetscape Phase 2

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

LINE #	ITEM #	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE ($)	AMOUNT ($)
1	100	MOBILIZATION	LS	1		
2	101	CONSTRUCTION SURVEYING	LS	1		
3	6818	DROP INLET, DI-3B, L=6'	EA	1		
4	588	MOD UNDERDRAIN UD-4	LF	1059		
5	9056	MANHOLE MH-1 OR 2	LF	3		
6	9057	FRAME AND COVER MH-1	EA	1		
7	10121	AGGR. BASE MAT'L TY. I NO. 21A	TON	140		
8	10612	ASPH. CONC. BASE CR. TY. BM-25.0	TON	37		
9	12020	ST'D CURB CG-2	LF	125		
10	12600	ST'D COMB. CURB & GUTTER CG-6 (2' gutter)	LF	371		
11	12720	NS COMB. CURB & GUTTER CG-6 (1.5' gutter)	LF	688		
12	13108	CG-12 DETECTABLE WARNING SURFACE	SY	30		
13	13220	HYDR. CEMENT CONC. SIDEWALK 4"	SY	564		
14	51910	SAW CUTTING (FULL DEPTH)	LF	1184		
15	51248	NS. CONCRETE LIGHT POLE FOUNDATION	EA	4		
16	54510	CONST. PAVE MARKING 4"	LF	400		
17	54466	CONST. PAVE MARKING 6"	LF	200		
18	529	FLOWABLE BACKFILL	CY	34		
19	10478	#78 STONE AGGREGATE	TON	45		
20	59050	NS POLYMER JUNCTION BOX 24" X 24" (Telecom Conduit)	EA	4		
21	55581	JUNCTION BOX JB-R2 (Telecom Conduit)	EA	5		

Harrisonburg, VA Main Street Streetscape Phase 2

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

22	55588	JUNCTION BOX JB-S3 (Telecom Conduit)	EA	5		
23	56038	4" HDPE SDR 9 (Telecom Conduit)	LF	520		
24	56038	4" HDPE SDR 13.5 (Telecom Conduit)	LF	606		
25	56202	MOD TRENCH EXCAVATION (Telecom Conduit)	LF	1126		
26	38955	NS LANDSCAPE-ROOF DRAIN CHANNEL	LF	3		
27	38950	NS LANDSCAPE- ROOF DRAIN COVER	EA	3		
28	10496	NS PAVING-BRICK UNIT PAVING (INCLUDES SAND AND AGGREGATE BASE)	SF	9675		
29	10496	NS PAVING-CONCRETE UNIT PAVING (INCLUDES SAND AND AGGREGATE BASE)	SF	414		
30	13120	NS ENTRANCE CONCRETE (UNDER PAVERS)	SY	46		
31	90000	EARTHWORK	LS	1		
32	24430	DEMOLITION OF PAVEMENT (FLEXIBLE)	SY	526		
33	27461	INLET PROTECTION, TYPE B	EA	14		
34	24832	NS ADJUST EXIST. MANHOLE	EA	7		
35	24160	CONSTRUCTION SIGNS	SF	140		
36	24278	GROUP 2 CHANNELIZING DEVICES	DAY	3600		
37	24282	FLAGGER SERVICE	HR	1200		
38	24150	TYPE III BARRICADE 4'	EA	14		
39	23560	TEMP. SAFETY FENCE	LF	500		
40	24293	TEMP SAFETY BARRIER	LF	200		
41	24430	TEMP. PEDESTRIAN CROSSING	EA	7		
42	24430	TEMP PEDESTRIAN RAMPS	EA	2		
43	24430	TEMP. SAFETY FENCE POSTS	EA	100		

44	24279	MESSAGE BOARD	HR	672		
45	24287	WARNING LIGHT TYPE A	DAY	120		
46	24430	DEMOLITION OF PAVEMENT (FLEXIBLE)	SY	39.3		
47	50902m	LED LIGHTED STREET NAME SIGNS	EA	11		
48	52002	CONTROLLER WITH CABINET	EA	4		
49	52002	TRAFFIC SIGNAL HEAD 12" GREEN BALL LED	EA	14		
50	52002	TRAFFIC SIGNAL HEAD 12" YELLOW BALL LED	EA	14		
51	52002	TRAFFIC SIGNAL HEAD 12" RED BALL LED	EA	14		
52	52002	TRAFFIC SIGNAL HEAD 12" GREEN ARROW LED	EA	9		
53	52002	TRAFFIC SIGNAL HEAD 12" YELLOW ARROW LED	EA	9		
54	52002	TRAFFIC SIGNAL HEAD 12" RED ARROW LED	EA	9		
55	51198	ACCESSIBLE PEDESTRIAN ACTUATION PA-2	EA	34		
56	51210	ORNAMENTAL PEDESTAL POLE PF-2, 10'	EA	14		
57	51238	PF-8 CONCRETE FOUNDATION FOR SIGNAL POLE	CY	50		
58	51240	CONCRETE FOUNDATION PF-2	EA	15		
59	51245	CONCRETE CABINET FOUNDATION CF-1	EA	4		
60	51425	ORNAMENTAL MAST ARM POLE TYPE I	EA	2		
61	51425	ORNAMENTAL MAST ARM POLE TYPE II (DUAL-ARM POLE)	EA	3		
62	51425	ORNAMENTAL SIGNAL POLE MAST ARM 22'	EA	1		
63	51425	ORNAMENTAL SIGNAL POLE MAST ARM 24'	EA	1		
64	51425	ORNAMENTAL SIGNAL POLE MAST ARM 26'	EA	4		
65	51425	ORNAMENTAL SIGNAL POLE MAST ARM 36'	EA	1		

Harrisonburg, VA Main Street Streetscape Phase 2

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

66	51425	ORNAMENTAL SIGNAL POLE MAST ARM 40'	EA	2		
67	51607	14/7 CONDUCTOR CABLE	LF	7978		
68	51614	8/1 CONDUCTOR CABLE	LF	309		
69	51601	14/3 CONDUCTOR CABLE	LF	5331		
70	51614	EMERGENCY VEHICLE PREEMPTION DETECTOR CABLE	LF	1562		
71	51700	EMERGENCY VEHICLE PREEMPTION CONFIRMATION BEACON CABLE (14/2 SHIELDED)	LF	1562		
72	51830	HANGER ASSEMBLY SM-3, ONE WAY	EA	21		
73	51840	SIGN HANGER ASSEMBLY (SMD-2)	EA	35		
74	51951	SIGN PANEL - FURNISH AND INSTALL	SF	83.75		
75	519.63	REMOVE EXISTING SIGNAL EQUIPMENT	LS	4		
76	52002	UNITERRUPTIBLE POWER SUPPLY	EA	4		
77	52002	UNITERRUPTIBLE POWER SUPPLY BATTERY	EA	32		
78	52002	UNITERRUPTIBLE POWER SUPPLY CABINET	EA	4		
79	52002	EMERGENCY PREEMPTION 2-WAY	EA	2		
80	52002	EMERGENCY PREEMPTION 3-WAY	EA	1		
81	52002	EMERGENCY PREEMPTION 4-WAY	EA	1		
82	52403	PEDESTRAIN SIGNAL HEAD SP-8	EA	34		
83	52405	ELECTRICAL SERVICE SE-3 TYPE B	EA	2		
84	52424	ELECTRICAL SERVICE SE-3 TYPE A	EA	1		
85	55343	ELECTRICAL SERVICE SE-6 TYPE B	EA	1		
86	55586	JUNCTION BOX JB-S1	EA	2		
87	55587	JUNCTION BOX JB-S2	EA	7		

Harrisonburg, VA Main Street Streetscape Phase 2

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

88	55588	JUNCTION BOX JB-S3	EA	4		
89	56014	ELECTRICAL SERVICE GROUNDING ELECTRODE 10'	EA	20		
90	56021	1" CONDUIT (SCHEDULE 80 PVC)	LF	123		
91	56042	2" CONDUIT (SCHEDULE 80 PVC)	LF	257		
92	56042	3" CONDUIT (SCHEDULE 80 PVC)	LF	110		
93	56050	2" HDPE (DIRECTIONAL BORE)	LF	528		
94	56050	3" HDPE (DIRECTIONAL BORE)	LF	924		
95	56200	TRENCH EXAVATION ECH-1	LF	159		
96	56205	TEST BORE	EA	5		
97	51426	TEMPORARY TRAILER MOUNTED MAST ARM	EA	1		
98	51425	TEMPORARY TRAILER MOUNTED PEDESTAL POLE	EA	1		
99	17329	POST (WOOD, CONC., OR STEEL)	EA	18		
100	17357	END POST CAPS, GR-3	EA	18		
101	50108	SIGN PANEL	SF	113.75		
102	50490	CONCRETE FOUNDATION STP-1	EA	18		
103	50600	REMOVE TYP 1 SIGNS	EA	19		
104	50795	RELOC. EXIST. SIGN PANEL TY. SP-1	EA	13		
		TOTAL				

Harrisonburg, VA Main Street Streetscape Phase 2 (Wolfe Street Intersection Additive)

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

Line #	ITEM #	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE ($)	AMOUNT ($)
1	10121	AGGR. BASE MAT'L TY. I NO. 21A	TON	15		
2	10612	ASPH. CONC. BASE CR. TY. BM-25.0	TON	4		
3	12600	COMB. CURB & GUTTER CG-6	LF	140		
4	13108	CG-12 DETECTABLE WARNING SURFACE	SY	8		
5	13220	HYDR. CEMENT CONC. SIDEWALK 4"	SY	52		
6	51910	SAW CUTTING (FULL DEPTH)	LF	140		
7	10496	NS PAVING-BRICK UNIT PAVING (INCLUDES SAND AND AGGREGATE BASE)	SF	468		
8	90000	EARTHWORK	LS	1		
9	24430	DEMOLITION OF PAVEMENT (FLEXIBLE)	SY	16		
10	27461	INLET PROTECTION, TYPE B	EA	4		
11	50902m	LED LIGHTED STREET NAME SIGNS	EA	3		
12	52002	CONTROLLER WITH CABINET	EA	1		
13	52002	TRAFFIC SIGNAL HEAD 12" GREEN BALL LED	EA	6		
14	52002	TRAFFIC SIGNAL HEAD 12" YELLOW BALL LED	EA	6		
15	52002	TRAFFIC SIGNAL HEAD 12" RED BALL LED	EA	6		
16	51198	ACCESIBLE PEDESTRIAN ACTUATION PA-2	EA	8		
17	51210	ORNAMENTAL PEDESTAL POLE PF-2, 10'	EA	3		
18	51238	PF-8 CONCRETE FOUNDATION FOR SIGNAL POLE	CY	10		
19	51240	CONCRETE FOUNDATION PF-2	EA	3		

Harrisonburg, VA Main Street Streetscape Phase 2 (Wolfe Street Intersection Additive)

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

20	51245	CONCRETE CABINET FOUNDATION CF-1	EA	1		
21	51425	ORNAMENTAL MAST ARM POLE TYPE I	EA	1		
22	51425	ORNAMENTAL SIGNAL POLE MAST ARM 64'	EA	1		
23	51607	14/7 CONDUCTOR CABLE	LF	1405		
24	51614	8/1 CONDUCTOR CABLE	LF	21		
25	51601	14/3 CONDUCTOR CABLE	LF	998		
26	51614	EMERGENCY VEHICLE PREEMPTION DETECTOR CABLE	LF	284		
27	51700	EMERGENCY VEHICLE PREEMPTION CONFIRMATION BEACON CABLE (14/2 SHIELDED)	LF	284		
28	51830	HANGER ASSEMBLY SM-3, ONE WAY	EA	6		
29	51840	SIGN HANGER ASSEMBLY (SMD-2)	EA	2		
30	51951	SIGN PANEL - FURNISH AND INSTALL	SF	10		
31	519.63	REMOVE EXISTING SIGNAL EQUIPMENT	LS	1		
32	52002	UNITERRUPTIBLE POWER SUPPLY	EA	1		
33	52002	UNITERRUPTIBLE POWER SUPPLY BATTERY	EA	8		
34	52002	UNITERRUPTIBLE POWER SUPPLY CABINET	EA	1		
35	52002	EMERGENCY PREEMPTION 3-WAY	EA	1		
36	52403	PEDESTRAIN SIGNAL HEAD SP-8	EA	8		
37	52405	ELECTRICAL SERVICE SE-3 TYPE B	EA	3		
38	52424	ELECTRICAL SERVICE SE-3 TYPE A	EA	1		
39	55586	JUNCTION BOX JB-S1	EA	2		

Harrisonburg, VA Main Street Streetscape Phase 2 (Wolfe Street Intersection Additive)

CONSTRUCTION COST ESTIMATE UPC# 103587 (12-19-13)

40	55587	JUNCTION BOX JB-S2	EA	1		
41	55588	JUNCTION BOX JB-S3	EA	1		
42	56014	ELECTRICAL SERVICE GROUNDING ELECTRODE 10'	EA	5		
43	56021	1" CONDUIT (SCHEDULE 80 PVC)	LF	32		
44	56042	2" CONDUIT (SCHEDULE 80 PVC)	LF	58		
45	56042	3" CONDUIT (SCHEDULE 80 PVC)	LF	28		
46	56050	2" HDPE (DIRECTIONAL BORE)	LF	142		
47	56050	3" HDPE (DIRECTIONAL BORE)	LF	284		
48	56200	TRENCH EXAVATION ECH-1	LF	34		
49	56205	TEST BORE	EA	1		
		SIGN ITEMS (INCLUDED IN BASE BID)				
		MOT (INCLUDED IN BASE BID)				
		TOTAL				

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0301 BID SECURITY

We are properly equipped to execute work of the character and extent indicated by the bidding documents and so covered by this bid and will enter into agreement for the execution and completion of the work in accordance with the drawings and project manual and this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in the "Notice to Proceed" document and prosecute the work and all obligations by the specified completion dates.

Enclosed herewith is the following security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the work in accordance with the drawings and project manual.

Certified check or Cashier's check for the sum of

$_____

_____
Name of Bank

Bidder's Bond in the amount of

$_____

_____
Bond issued by

The undersigned further agrees that in case of failure on his part to execute the said agreement within the ten consecutive calendar days after written notice being given on the award of the contract, the monies payable by the security accompanying this bid shall be paid to the City of Harrisonburg, Virginia as liquidated damages for such failure, otherwise, the security accompanying this bid shall be returned to the undersigned.

This bid is subject to acceptance within a period of 30 days from this date.

Respectfully submitted,

_____
Company Name

By_____
Signature of Authorized

Printed Name _____

Date _____

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0302 CONTRACTOR ELIGIBILITY AND REGISTRATION

This is to certify that I (we) are not currently barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor am I (we) a part of any firm/corporation that is currently barred from bidding on contracts by any agency of The Commonwealth of Virginia.

Check one:

_____I am currently registered as a contractor in the Commonwealth of Virginia.

_____My registration number is _____

_____I am currently not required to register as a contractor in the Commonwealth of Virginia per Chapter 11, Title 54 of the Code of Virginia.

_____
Contractor

[SEAL]

_____
Address

_____

_____

_____
Attest

By:_____
Signature

_____
Title

_____
Date

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0303 State Corporation Commission Form

<u>Virginia State Corporation Commission ("SCC") registration information</u>:

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

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0304 NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

(1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;

(2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;

(3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed_____

Title_____

Firm Name _____

CITY OF HARRISONBURG
COMMONWEALTH OF VIRGINIA, to wit:

I, _____, a Notary Public, do certify that

_____whose name is signed to the foregoing has

this date acknowledged the same before me in my City foresaid.

Given under my hand this_____day of_____, 20___.

My Commission expires_____.

_____
Notary Public

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Form C-48
Rev. 2-23-11
City Rev. 12-20-12

0305 COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL BIDDERS)

PROJECT NO. _____ **CONTRACT I.D. NO.** _____

FHWA NO. _____ **DATE SUBMITTED** _____

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested as part of the bid submittal.

The bidder certifies this form accurately represents its solicitation and utilization or non-utilization, as indicated, of the firms listed below for performance of work on this contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project.

BIDDER _____ **SIGNATURE** _____

TITLE _____

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONTRACTOR/SUPPLIER	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

NOTE: Attach additional pages, if needed. Bidder must sign each sheet to certify content and completion of form.

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0306 COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

THIS INFORMATION MUST BE SUBMITTED WITH YOUR BID PROPOSAL IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR WHEN REQUESTED BY VDOT

CONTRACT I.D. NUMBER_____

PROJECT NUMBER_____

FHWA NUMBER_____

DISTRICT_____

DATE BID SUBMITTED_____

BIDDER'S NAME_____

SIGNATURE_____

TITLE_____

VENDOR NUMBER_____

DBE GOAL FROM BID PROPOSAL_____

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

Form C-104
Rev. 7-13-05

0307 COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: _____

FHWA: _____

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT <u>EITHER</u> BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED <u>OR</u> BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

<u>STATEMENT,</u> In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ (County (City), State), this _____ day of _____, 20 _____

_____ (Name of Firm) By: _____ (Signature) _____ (Title (print))

STATE of _____ COUNTY (CITY) of _____

To-wit:

I _____, a Notary Public in and for the State and County (City) aforesaid, hereby certify that this day _____ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 _____

_____ (Notary Public) My Commission expires _____

OR

UNSWORN DECLARATION

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ (County (City), State), this _____ day of _____, 20_____

_____ (Name of Firm) By: _____ (Signature) _____ (Title (print))

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Form C-105
Rev. 7-13-05

0308 COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: _____

FHWA: _____

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

   During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
_____	_____
_____	_____
_____	_____

2. I (we) have _____, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

   Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of $10,000 or under are exempt.)

   Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ORDER NO.: _____

CONTRACT ID. NO.:_____

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and

(d) Where the bidder~~s~~ is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this _____ day of _____ , 20 _____
County (City), State

_____ By: _____ _____
Name of Firm Signature Title (print)

STATE of _____ COUNTY (CITY) of _____

To-wit:

I _____ , a Notary Public in and for the State and

County (City) aforesaid, hereby certify that this day _____

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____ , 20 _____

_____ My Commission expires _____
Notary Public

FormC-111
Rev.2-15-11

0309 COMMONWEALTHOFVIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECTNO. _____

FHWANO. _____

*** * * INSTRUCTIONS * * ***

THISFORMCANBEUSEDBYTHECONTRACTORTOSUBMITTHENAMESOFDBEFIRMSTOBEUTILIZEDONTHEPROJECT. THE CONTRACTORSHALLINDICATETHEDESCRIPTIONOFTHECATEGORY(S,M,SPorH) ANDTHETYPEOFWORKTHAT EACH DBEWILL PERFORMANDTHEALLOWABLECREDITPERITEM(S). ADDITIONAL SHEETSTOSHOWTHEALLOWABLECREDITPERITEMMAYBE ATTACHEDIFNECESSARY.**PLEASE NOTE:** THEAMOUNTOFALLOWABLECREDIT FORADBESUPPLIERIS60%OFTHETOTALCOST OFTHEMATERIALSORSUPPLIESOBTAINEDAND100%FORADBEMANUFACTUREROFTHEMATERIALSANDSUPPLIESOBTAINED. ACONTRACTORMAYCOUNT100%OFTHEFEESPAIDTOADBEHAULER FORTHEDELIVERYOFMATERIALSANDSUPPLIESTOTHE PROJECTSITE,BUTNOTFORTHECOSTOFTHEMATERIALSANDSUPPLIESTHEMSELVES.

DBE REQUIREMENT **6 %**

PERCENT ATTAINED BYBIDDER _____ %

NAME(S) AND CERTIFICATION NO. OF DBE(S)TO BE USED	USED AS SUBCONTR. (S) MFG.(M) SUPPLIER (SP) HAULER (H)	TYPEOF WORK AND ITEM NO(S)	$ AMOUNTOF ALLOWABLE CREDITPER ITEM

TOTAL **$**_____

TOTAL CONTRACT VALUE $_____ x REQUIREDDBE _____ % = $ _____

I/WECERTIFYTHATTHEPROPOSEDDBE(S)SUBMITTEDWILLBEUSEDONTHISCONTRACTASSTATEDHEREONANDASSURETHAT DURINGTHELIFEOFTHECONTRACT.I/WEWILLMEETOREXCEEDTHEPARTICIPATIONESTABLISHEDHEREONBYTHE DEPARTMENT.

_____ BY _____
BIDDER SIGNATURE

_____ BY _____
TITLE DATE

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Form C-112
Rev. 3-1-11

0310 COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT WITH **DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

PROJECT NO.: _____

FEDERAL PROJECT NO.: _____

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor _____

By: _____ _____
Signature Title

Date: _____

First Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor _____

By: _____ _____
Signature Title

Date: _____

GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over $10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

    The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids (ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals (RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City

of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

    a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

    b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

    c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

    d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

    e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

    f. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the

determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2.4363.

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to

transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is http://www.scc.virginia.gov.

CITY OF HARRISONBURG, VA

NOTICE OF AWARD

Date _____

Name _____

Address _____

Your Bid/Offer Dated _____

In Response To Bid/RFP #_____

To Furnish _____

During the Period _____

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond and other stipulations, if any.

_____

Kurt Hodgen, City Manager

OR

Anne Lewis, Assistant City Manager

For City of Harrisonburg, VA

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0501 AGREEMENT

This AGREEMENT is dated as of the ___ day of _____in the year 20__between the City of Harrisonburg, Virginia (hereinafter called OWNER) and_____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the project titled City of Harrisonburg, Virginia, Main Street Streetscape – Phase 2. The Work is generally described as follows:

Construction of brick sidewalk with concrete underlayment, CG-6 curb & gutter, CG2 curb, CG-12 detectible warning surface, traffic rated brick entrances, traffic and pedestrian signal work, 4" PVC with junction boxes, some drainage structure modifications, together with all appurtenances, utility relocations and incidental items required to complete the work.

ARTICLE 2. CONTRACT ADMINSTRATOR

This Project has been designed by the City of Harrisonburg and administered by the Department of Public Works. The Director of Public Works of Harrisonburg, Virginia, or their designee, is hereinafter called CONTRACT ADMINSTRATOR, will assume all duties and responsibilities and will have the rights and authority assigned to CONTRACT ADMINSTRATOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

3.1 Contract Time shall be a Fixed Completion Date as follows:

All work shall be completed by December 15, 2014. Completion of work shall be considered to include OWNER'S work to install pavement markings and miscellaneous signage in the street. Contractor shall schedule and coordinate his work to allow the City to complete this work prior to the completion date.

3.2 Consideration for time extensions attributable to weather will not be given except as provided for in Section 108.04 of the VDOT Standard Specifications.

3.3 Liquidated Damages shall be in accordance with Section 108 of the VDOT Road and Bridge Specifications.

ARTICLE 4. CONTRACT PRICE

4.1OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents such amounts as required by the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions. Applications for Payment will be processed by CONTRACT ADMINSTRATOR as provided in the Standard General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CONTRACTADMINSTRATOR, on or about the 1st day of each month during construction as provided below. All Progress Payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.9 of the Standard General Conditions.

5.1.1 Prior to completion Progress Payments will be made in an amount equal to:

95% of the Work completed, and

95% of the materials and equipment not incorporated in the Work but delivered and Suitably stored less in each case the aggregate of payment previously made.

5.1.2Upon substantial completion, OWNER shall pay amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amount as CONTRACT ADMINSTRATOR shall determine in accordance with Paragraph 14.7 of the Standard General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by CONTRACT ADMINSTRATOR as provided in said Standard General Conditions.

ARTICLE 6. INTEREST

All monies not paid when due hereunder shall bear interest at maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the

Work which were relied upon by the Contract Administration in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Timeand in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given CONTRACT ADMINSTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINSTRATOR is acceptable to CONTRACTOR.

ARTICLE 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached by reference to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (pages 1 to 5, inclusive)

8.2 Performance and Payment bonds

8.3 Certificate of Insurance

8.4 Notice of Award

8.5 Notice to Proceed

8.6 Contractor’s Affidavit of Release of Liens

8.7 Contractor’s Affidavit of Payment of Debts and Claims.

8.8 Federal and State Requirements

8.9 Project Manual entitled “Main Street Streetscape – Phase 2”

8.10 Drawings entitled “Main Street Streetscape – Phase 2” and dated 12/19/2013

8.11 Addenda

8.12 Contractor’s Bid

8.13 Documentation submitted by Contractor prior to Notice of Award.

8.14 Any modifications or change orders, duly delivered after execution of Agreement.

All contract documents must be listed in this article. Contract documents may be altered, amended or repealed only as allowed by the Standard General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are now due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and CONTRACT ADMINSTRATOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by CONTRACT ADMINSTRATOR on their behalf.

This Agreement is effective: _____
Date

OWNER: City of Harrisonburg

Signature_____

Name &Title: Kurt Hodgen, City Manager

Attest _____

Address for giving notices:

_____

_____

CONTRACTOR:_____

Signature_____

Name &Title:_____

Attest_____

Address for giving notices:

_____

_____

License No._____

END OF AGREEMENT

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0502 NOTICE TO PROCEED

DATE:_____

TO: _____

_____

_____

Re: **City of Harrisonburg**

PROJECT TITLE: _____

PROJECT NO: _____

In accordance with the Contract between the City of Harrisonburg and Contractor you are notified that the Time for Completion under the above Agreement will commence to run on _____ , 20 _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract between Owner and Contractor, the Work shall be substantially completed within _____ calendar days from and after the said date, which is _____, 20_____.

Before you may start any Work at the site, the City of Harrisonburg requires that you deliver to the City the Certificates of Insurance which the Contractor is required to purchase and maintain in accordance with the Contract Documents.

By _____
Owner Authorized Signature

_____
Name & Title (Print)

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0800 CONTRACTOR'S APPLICATION FOR PAYMENT

TO (OWNER):_____PROJECT:_____APPLICATION NO: _____

PERIOD TO:_____FROM (CONTRACTOR):_____CONTRACT DATE: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved Previously	_____	_____
Change Orders Approved This Month	_____	_____
Number_____ Date Approved_____	_____	_____
Number_____ Date Approved_____	_____	_____
Number_____ Date Approved_____	_____	_____
TOTALS	_____	_____
Net change by Change Orders	_____	

1. ORIGINAL CONTRACT SUM……..……. $_____
2. Net change by Change Orders……..$_____
3. CONTRACT SUM TO DATE (line 1 + line 2)……..……..$_____
4. TOTAL COMPLETED AND STORED TO DATE (column G)……....$_____
5. RETAINAGE:
   a. ____% of Completed Work (column D + column E) $_____
   b. ____% of Stored Materials (column F) $_____
   c. TOTAL RETAINAGE (line 5a + line 5b) $_____
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5c) …….….…$_____
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT (line 6 from prior application)…….…..……..$_____
8. CURRENT PAYMENT DUE……...$_____
9. BALANCE TO FINISH, PLUS RETAINAGE (line 3 less line 6)..…….$_____

A	B	C	D	E	F	G		H
ITEM NO.	WORK DESCRIPTION	SCHEDULED VALUE	COMPLETED WORK PREVIOUS PERIODS	COMPLETED WORK THIS PERIOD	STORED MATERIALS (not in D or E)	TOTAL COMPLETED AND STORED (D+E+F)	% (G/C)	BALANCE TO COMPLETION (C-G)

The undersigned contractor hereby swears and under penalty of perjury that (1) all previous progress payments received from the owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being Applications for Payment 1 through _____ inclusive; and (2) all materials and equipment incorporated in said project or otherwise listed in or covered by this application for payment are free and clear of all liens, claims, security and encumbrances.

Signature_____ Date_____

Printed name_____

Title_____

County of_____ State of_____

Before me this _____day of_____, 20___ personally appeared _____ known to me, who being duly sworn, did depose and say that he is the _____ of the contractor above mentioned, that he executed the above application for payment on behalf of said contractor and that all of the statements contained herein are true, correct and complete.

Notary Public_____ Registration Number_____

My commission expires_____

END OF SECTION

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SECTION 00900

FEDERAL AND STATE REQUIREMENTS

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(**c100II2**-0112) **VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to "the Specifications" shall refer to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008 for both imperial and metric unit projects. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual* for imperial and metric unit projects. References to the "MUTCD" shall refer to the 2009 edition of the *MUTCD* and the current *Virginia Supplement to the MUTCD* for imperial and metric unit projects.

Where the terms "Department", "Engineer" and "Contract Engineer" appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each references, the authority identified shall be in accordance with the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information enclosed in parenthesis "( )" at the left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only. The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only.

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as "dual unit measurement" documents. Such a "dual unit measurement" is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "( )" or brackets "[ ]" where parenthesis is used in the sentence to convey other information. Where a "dual unit measurement" appears in VDOT documents, the unit that applies shall be in accordance with the system of measurement as stated elsewhere in this contract. The unit shown that is <u>not</u> of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the

declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

12-1-11 (SPCN)

(**c103i00**-1213) **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

Section 103.09—Execution of Contract is amended to include the following:

According to Section 2.2-4308.2 of the *Code of Virginia*, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with the Department to provide work or provide services pursuant to such contract shall register and participate in the U.S. Department of Homeland Security's "E-Verify" system to verify information and work authorization of its newly hired employees performing work pursuant to such contract.

Contractors are not required to be enrolled with "E-Verify" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be enrolled with "E-Verify". Contractors may use the following website to enroll in "E-Verify", http://www.uscis.gov/e-verify.

Contractors shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's "E-Verify" system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Bidders or Contractors who fail to comply with the provisions of this section shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon registration and participation in the "E-Verify" program.

11-20-13 (SPCN)

PERSONNEL REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL - Section 105 and 512 of the Specifications are amended as follows:

Section 105.14—Maintenance During Construction is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and\or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

Section 512.03 Procedures is amended to add (r) **Work Zone Traffic Control** as the following:

(r) **Work Zone Traffic Control**: The Contractor shall provide individuals trained in Work Zone Traffic Control in accordance with the requirements of Section 105.14 of the Specifications.

Section 512.04 Measurement and Payment is amended to add the following:

Basic Work Zone Traffic Control – Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

Intermediate Work Zone Traffic Control - Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

6-11-09a (SPCN)

(**c105hf1**-0309) **SECTION 105.06 SUBCONTRACTING** of the Specifications is amended to include the following:

Any distribution of work shall be evidenced by a written binding agreement on file at the project site. Where no field office exists, such agreement shall be readily available upon request to Department inspector(s) assigned to the project.

The provisions contained in Form FHWA-1273 specifically, and other federal provisions included with the prime Contract are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into all contracts, as well as, appropriate subcontracts for work so as to be binding in those agreements.

12-19-08 (SPCN)

General Decision Number: VA130139 11/01/2013 VA139

State: Virginia

Construction Type: Highway

Counties: Alleghany, Appomattox, Augusta, Bath, Bland, Buchanan, Buckingham, Buena Vista*, Carroll, Charlotte, Clifton Forge*, Covington*, Craig, Cumberland, Dickenson, Floyd, Franklin, Frederick, Galax*, Giles, Grayson, Halifax, Harrisonburg*, Henry, Highland, Lee, Lexington*, Martinsville*, Montgomery, Nelson, Norton*, Page, Patrick, Prince Edward, Pulaski, Radford*, Rockbridge, Rockingham, Russell, Salem*, Shenandoah, Smyth, South Boston*, Staunton*, Tazewell, Waynesboro*, Winchester*, Wise and Wythe Counties in Virginia.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	09/20/2013
1	11/01/2013

* SUVA2013-001 09/20/2013

	Rates	Fringes
ASBESTOS WORKER	$ 12.66	
CARPENTER (STRUCTURE)	$ 18.21	
CEMENT MASON/CONCRETE FINISHER	$ 19.35	
ELECTRICIAN	$ 17.05	
FORM SETTER	$ 16.00	
IRONWORKER, REINFORCING	$ 22.71	
IRONWORKER, STRUCTURAL	$ 24.00	
LABORER		
Asphalt Raker	$ 14.51	
Blaster	$ 21.80	
Construction Worker I (Skilled Laborer	$ 15.30	
Construction Worker II (Laborer)	$ 12.37	
Deckhand	$ 13.70	
Fence Erector	$ 12.83	
Flagger	$ 11.45	
Grade Checker	$ 15.25	

Guardrail Erector.....$ 13.18
Landscape Worker.....$ 12.27
Pipe Layer.....$ 16.75
Power Tool Operator.....$ 14.00
Sign Erector.....$ 15.27

PAINTER.....$ 25.00

POWER EQUIPMENT OPERATOR:
Air Compressor.....$ 11.75
Asphalt Distributor.....$ 15.26
Asphalt Paver.....$ 16.02
Backhoe.....$ 17.79
Boom/Auger.....$ 29.00
Bulldozer (Utility).....$ 15.38
Bulldozer.....$ 19.36
Concrete Finish Machine
Screed, Bridge.....$ 34.60
Concrete Finish Machine.....$ 34.60
Concrete Paving Machine.....$ 13.94
Concrete Pump.....$ 16.45
Concrete Saw.....$ 22.50
Crane, Derrick, Dragline....$ 26.68
Crusher Tender.....$ 17.00
Drill Operator.....$ 20.00
Excavator (Gradall).....$ 20.53
Front End Loader.....$ 19.36
Hydro Seeder.....$ 16.64
Log Skidder.....$ 16.00
Mechanic.....$ 15.89
Mobile Mixer.....$ 10.45
Motor Grader (Fine Grade)...$ 26.13
Motor Grader (Rough Grade)..$ 20.64
Oiler, Greaser.....$ 19.23
Pavement Marking Operator...$ 15.44
Pavement Marking Truck
Operator.....$ 18.00
Pavement Planing Groundman..$ 14.04
Pavement Planing Operator...$ 17.28
Pile Driver, Leadsman.....$ 21.70
Pile Driver.....$ 15.00
Pipe Boring/Jacking
Machine Operator.....$ 11.00
Plant Operator.....$ 13.45
Roller (Finish).....$ 13.61
Roller (Rough).....$ 15.85
Scraper Pan.....$ 12.78
Shot Blast Machine.....$ 14.94
Shovel Operator (2 yds and
under).....$ 10.41
Shovel Operator (over 2
yds).....$ 11.50
Slip-Form Paver.....$ 9.50
Slurry Seal Paver Machine
Operator.....$ 14.23
Slurry Seal Paver Truck
Operator.....$ 10.43

Stabilizer Operator.....$ 9.55
Stone-Spreader.....$ 13.54
Subgrade Machine Operator...$ 11.50
Tractor Operator (Crawlers).$ 14.08
Tractor Operator (Utility)..$ 12.25
Trenching Machine.....$ 12.00
Vacuum Machine.....$ 19.25

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 21.91

TRUCK DRIVER
Fuel and Lubricant Service
Truck Driver.....$ 16.25
Transit Mix Truck Driver....$ 12.25
Truck Driver (Single,
Tandem & Multi Rear Axle)...$ 15.19
Truck Driver, Heavy Duty
(7 c.y. & under).....$ 15.50
Truck Driver, Heavy Duty
(over 7 c.y.).....$ 16.69

WATERPROOFER.....$ 13.16

WELDER.....$ 15.76

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the

four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

END OF GENERAL DECISION.

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor

E. Irving Manger, Associate Administrator
Division of Wage Determinations
Wage and Labor Standards Administration

SF010DF-0712

May 1, 2012
FHWA-1273 (Electronic Version)

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

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FHWA-1273 – Revised May 1, 2012

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.

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.

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.

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

(II) 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.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

   Females- 6.9%
   Minorities - See Attachment "A"

   The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs <u>within 10 workings days</u> the award of any construction subcontract in excess of $10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As, used in this provision:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

   d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by

recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used m the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even thought the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246. as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from Its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

Economic Area	Goal (Percent)
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll; VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland; VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski; VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista: VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg; VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.	
6760 Richmond, VA	24.9

VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.

Non-SMSA Counties 27.9

VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston

023 Norfolk - Virginia Beach - Newport News VA:

SMSA Counties:

5680 Newport News- Hampton, VA 27.1

VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.

5720 Norfolk - Virginia Beach - Portsmouth, VA - NC 26.6

NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.

Non-SMSA Counties 29.7

NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA lsle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.

Washington, DC:

020 Washington, DC.

SMSA Counties:

8840 Washington, DC - MD - VA 28.0

DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.

Non- SMSA Counties 25.2

MD Calvert; MD Frederick; MD St. Marys: MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren: VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.

Tennessee:

052 Johnson City - Kingsport - Bristol, TN - VA

SMSA Counties:

3630 Johnson City - Kingsport -Bristol, TN-VA 2.6

TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.

Non-SMSA Counties 3.2

TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.

Maryland:

019 Baltimore MD

Non-SMSA Counties 23.6

MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.

S107HF1-0211

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15

December 10, 2010

Section 107.15 of the Specifications is replaced by the following:

Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; and the Virginia Department of Transportation's (VDOT or the Department) Road and Bridge Specifications and DBE Program rules and regulations.

For the purposes of this provision, Contractor is defined as the Prime Contractor of the contract; and sub-contractor is defined as any DBE supplier, manufacturer, or subcontractor performing work or furnishing material, supplies or services to the contract. The Contractor shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subcontractor having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements, the Contractor, for itself and for its subcontractors and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations and to bind the Contractor's subcontractors contractually to the same at the Contractor's expense.

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, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated herein and current at the time of the proceedings. Where applicable, the Department will notify the Contractor of any changes to the appeal requirements, processes, and procedures after receiving notification of the Contractor's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Minority Business Enterprise (DMBE) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Minority Business Enterprise and the Metropolitan Washington Airports Authority Internet websites: *http://www.dmbe.virginia.gov/* ; *http://mwaa.com/362.htm*

C. Bank Services

The Contractor and each subcontractor are encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services and the fees charged for services typically will not be eligible for DBE Program contract goal credit. Such information is available from the VDOT's Internet Civil Rights Division website:
http://insidevdot/C7/Civil%20Rights/default.aspx

D. DBE Program-Related Certifications Made by Bidders\Contractors

By submitting a bid and by entering into any contract on the basis of that bid, the bidder/Contractor certifies to each of the following DBE Program-related conditions and assurances:

1. That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.

2. Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.

4. As a bidder, good faith efforts were made to obtain DBE participation in the proposed contract at or above the goal for DBE participation established by VDOT. It has submitted as a part of its bid true, accurate, complete, and detailed documentation of the good faith efforts it performed to meet the contract goal for DBE participation. The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item(s) that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE. The specific line item must reference the VDOT line number and item number contained in the proposal.

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.

6. Once awarded the contract, the Contractor shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the Contractor without the prior written consent of VDOT as set out within the requirements of this provision.

7. Once awarded the contract, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.

8. Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract regulations and\or requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original prime Contractor in accordance with the requirements of this specification.

E. Disqualification of Bidder

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

F. Bidding Procedures

The following bidding procedures shall apply to the contract for DBE Program compliance purposes:

1. **Contract Goal, Good Faith Efforts Specified:** All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.

   Form C-111 may be submitted electronically or may be faxed to the Department, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

   If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

   The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

   If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

   Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

   Instructions for submitting Form C-111 can be obtained from the VDOT website at: *http://www.virginiadot.org/business/resources/const/Exp_DBE_Commitments.pdf*

2. **Bid Rejection:** The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid.

   If the lowest bidder is rejected for failure to submit the required documentation in the specified time frames, the Department may award the work to the next lowest bidder, or re-advertise the proposed work at a later date or proceed otherwise as determined by the Commonwealth.

3. **Good Faith Efforts Described:** In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

Good faith efforts may be determined through use of the following list of the types of actions the bidder may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

(a) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;

(d) Negotiating for participation in good faith with interested DBEs;

1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted; a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;

2. A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient reason for a bidder's failure to meet the contract goal for DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes

for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for DBE participation;

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;

(h) Effectively using the services of appropriate personnel from VDOT and from DMBE; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

G. Documentation and Administrative Reconsideration of Good Faith Efforts

During Bidding: As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, the bidder must provide Form C-49, DBE Good Faith Efforts Documentation, of its efforts made to meet the DBE contract goal as proposed by VDOT within the time frame specified in this provision. The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firms participation in the proposed contract work.

However, regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed forms C-111, C-112, C-48, and C-49, as aforementioned, or face potential bid rejection.

If a bidder does not submit its completed and executed forms C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected.

Where the Department upon initial review of the bid results determines the apparent low bidder has failed or appears to have failed to meet the requirements of the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision and has failed to adequately document that it made a good faith effort to achieve sufficient DBE participation as specified in the bid proposal, that firm upon notification of the Department's initial determination will be offered the opportunity for administrative reconsideration before VDOT rejects that bid as non-responsive. The bidder shall address such request for reconsideration in writing to the Contract Engineer within five (5) business days of receipt of notification by the Department and shall be given the opportunity to discuss the issue and present its evidence in person to the Administrative Reconsideration Panel. The Administrative Reconsideration Panel will be made up of VDOT Division Administrators or their designees, none of who took part in the initial determination that the bidder failed to make the goal or make adequate good faith efforts to do so. After reconsideration, VDOT shall notify the bidder in writing of its decision and explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.

If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is still encouraged to seek additional DBE participation during the life of the contract.

However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

During the Contract: If a DBE, through no fault of the Contractor, is unable or unwilling to fulfill his agreement with the Contractor, the Contractor shall immediately notify the Department and provide all relevant facts. If a Contractor relieves a DBE subcontractor of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a DBE to perform an equal dollar value of the remaining subcontracted work. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the performance of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, and the Contractor has not taken the preceding actions, the Contractor and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as conformance with the schedule of DBE participation is achieved.

Project Completion: If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s), elimination of items subcontracted to DBEs, or to circumstances beyond their control, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to enjoin the Contractor from bidding on other VDOT work as described herein, the enjoinment period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

H. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.

2. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for DBE participation in accordance with the **DBE Program-Related Certifications Made by Bidders\Contractors** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.

3. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the DBE's credit toward the DBE contract goal.

4. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a certified DBE. Work that a DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for DBE participation.

5. The Contractor may count expenditures to a DBE subcontractor toward the DBE contract goal only if the DBE performs a Commercially Useful Function (CUF) on that contract.

6. A Contractor may not count the participation of a DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

   (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products or equipment in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

   (b) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work.

Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis to be eligible for credit to meet the DBE contract goal.

(c) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the DBE regular dealer, who shall be responsible for their distribution.

(d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.

(g) A Contractor may count toward the DBE contract goal the following expenditures to DBE firms that are not regular dealers or manufacturers for DBE program purposes:

1. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.

2. The entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE, except supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or its affiliates.

(h) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. A Contractor shall not count costs for the removal or relocation of excess material from or on the job site when the DBE trucking company is not the manufacturer of or a regular dealer in those materials and supplies. The DBE trucking firm shall also perform a Commercially Useful Function (CUF) on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project. See section on **Miscellaneous DBE Program Requirements; Factors used to Determine if a DBE Trucking Firm is Performing a CUF**.

(i) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special

Provision, a broker is defined as a person or firm that regularly engages in arranging for delivery of material, supplies, and equipment, or regularly arranges for the providing of project services as a course of routine business but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site.

I. Performing a Commercially Useful Function (CUF)

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work and the DBE actually performs, manages, and supervises the work involved with the firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE alone shall be responsible and bear the risk for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment, and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

Monitoring CUF Performance: It shall be the Contractor's responsibility to ensure that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the contract goal, perform a CUF. Further, the Contractor is responsible for and shall ensure that each DBE firm fully performs the DBE's designated tasks with the DBE's own forces and equipment under the DBE's own direct supervision and management or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this provision the DBE's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the prime Contractor or an affiliate of the Contractor under this contract.

VDOT will monitor the Contractor's DBE involvement during the performance of the contract. However, VDOT is under no obligation to warn the Contractor that a DBE's participation will not count toward the goal.

DBEs Must Perform a Useful and Necessary Role in Contract Completion: A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

DBEs Must Perform The Contract Work With Their Own Workforces: If a DBE does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, VDOT will presume that the DBE is not performing a CUF and such participation will not be counted toward the contract goal.

VDOT Makes Final Determination On Whether a CUF Is Performed: VDOT has the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, VDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Contractor or by employees or equipment of the Contractor shall be subject to disallowance

under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

J. Verification of DBE Participation and Imposed Damages

Within fourteen days after contract execution, the Contractor shall submit to the Responsible Engineer, with a copy to the District Civil Rights Office (DCRO), a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subcontractor. Because of the commercial damage that the Contractor and its DBE subcontractor could suffer if their subcontract pricing, terms, and conditions were known to competitors, the Department staff will treat subcontract agreements as proprietary Contractor trade secrets with regard to Freedom of Information Act requests. In lieu of subcontract agreements, purchase orders may be submitted for haulers, suppliers, and manufacturers. These too, will be treated confidentially and protected. Such purchase orders must contain, as a minimum, the following information: authorized signatures of both parties; description of the scope of work to include contract item numbers, quantities, and prices; and required federal contract provisions.

The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the District Civil Rights Office (DCRO) within five (5) business days after the reporting period may result in delay of approval of the Contractor's monthly progress estimate for payment. The names and certification numbers of DBE firms provided by the Contractor on the various forms indicated in this Special Provision shall be exactly as shown on the DMBE's or MWAA's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Contractor as shown on the Prequalification Application, Form C-32 or the Prequalification/Certification Renewal Application, Form C-32A, or authorized by letter from the Contractor. If DBE firms are used which have not been previously documented with the Contractor's bid and for which the Contractor now desires to claim credit toward the project goal, the Contractor shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE beginning work.

Form C-63 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

The Contractor shall submit to the Responsible Engineer its progress schedule with a copy to the DCRO, as required by Section 108.03 of the Specifications or other such specific contract scheduling specification that may include contractual milestones, i.e., monthly or VDOT requested updates. The Contractor shall include a narrative of applicable DBE activities relative to work activities of the Contractor's progress schedule, including the approximate start times and durations of all DBE participation to be claimed for credit that shall result in full achievement of the DBE goal required in the contract.

On contracts awarded on the basis of good faith efforts, narratives or other agreeable format of schedule information requirements and subsequent progress determination shall be based on the commitment information shown on the latest Form C-111 as compared with the appropriate Form C-63.

Prior to beginning any major component or quarter of the work, as applicable, in which DBE work is to be performed, the Contractor shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any current DBEs not previously submitted who will

perform the work during that major component or quarter for which the Contractor seeks to claim credit toward the contract DBE goal. The Contractor shall obtain the prior approval of the Department for any assistance it may provide to the DBE beyond its existing resources in executing its commitment to the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If the Contractor is aware of any assistance beyond a DBE's existing resources that the Contractor, or another subcontractor, may be contemplating or may deem necessary and that have not been previously approved, the Contractor shall submit a new or revised narrative statement for VDOT's approval prior to assistance being rendered.

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

K. Documentation Required for Semi-final Payment

On those projects nearing completion, the Contractor must submit Form C-63 marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the DCRO. The form must include each DBE used on the contract work and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the accepted creditable work on the contract. The form shall be certified under penalty of perjury, or other applicable law, to be accurate and complete. VDOT will use this certification and other information available to determine applicable DBE credit allowed to date by VDOT and the extent to which the DBEs were fully paid for that work. The Contractor shall acknowledge by the act of filing the form that the information is supplied to obtain payment regarding a federal participation contract. A letter of certification, signed by both the prime Contractor and appropriate DBEs, will accompany the form, indicating the amount, including any retainage, if present, that remains to be paid to the DBE(s).

L. Documentation Required for Final Payment

On those projects that are complete, the Contractor shall submit a final Form C-63 marked "Final" to the DCRO, within thirty (30) days of the final estimate. The form must include each DBE used on the contract and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the creditable work on the contract. VDOT will use this form and other information available to determine if the Contractor and DBEs have satisfied the DBE contract goal percentage specified in the contract and the extent to which credit was allowed. The Contractor shall acknowledge by the act of signing and filing the form that the information is supplied to obtain payment regarding a federal participation contract.

M. Prompt Payment Requirements

The Contractor shall make prompt and full payment to the subcontractor(s) of any retainage held by the prime Contractor after the subcontractor's work is satisfactorily completed.

For purposes of this Special Provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by VDOT. When VDOT has made partial acceptance of a portion of the prime contract, the Department will consider the work of any subcontractor covered by that partial acceptance to be satisfactorily completed. Payment will

be made in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

Upon VDOT's payment of the subcontractor's portion of the work as shown on the monthly progress estimate and the receipt of payment by the Contractor for such work, the Contractor shall make compensation in full to the subcontractor for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subcontractor's portion of the work shall mean the Contractor has issued payment in full, less agreed upon retainage, if any, to the subcontractor for that portion of the subcontractor's work that VDOT paid to the Contractor on the monthly progress estimate.

The Contractor shall make payment of the subcontractor's portion of the work within seven (7) days of the receipt of payment from VDOT in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

If the Contractor fails to make payment for the subcontractor's portion of the work within the time frame specified herein, the subcontractor shall contact the Responsible Engineer and the Contractor's bonding company in writing. The bonding company and VDOT will investigate the cause for non-payment and, barring mitigating circumstances that would make the subcontractor ineligible for payment, ensure payment in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations, and to bind the Contractor's subcontractors contractually to those prompt payment requirements.

Nothing contained herein shall preclude the Contractor from withholding payment to the subcontractor in accordance with the terms of the subcontract in order to protect the Contractor from loss or cost of damage due to a breach of agreement by the subcontractor.

N. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Bidder/Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Contract Engineer that it has made good faith efforts to do so.

2. When a Bidder/Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.

3. When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

Termination of DBE: If a certified DBE subcontractor is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, the Contractor must promptly

request approval to substitute or replace that firm in accordance with this section of this Special Provision.

The Contractor, as aforementioned in **DBE Program-Related Certifications Made by Bidders/Contractors**, shall notify VDOT in writing before terminating and/or replacing the DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent from the Department for terminating the performance of any DBE shall be granted only when the Contractor can demonstrate that the DBE is unable, unwilling, or ineligible to perform its obligations for which the Contractor sought credit toward the contract DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE shall not be based on the Contractor's ability to negotiate a more advantageous contract with another subcontractor whether that subcontractor is, or is not, a certified DBE.

1. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:

   (a) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.

   (b) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.

   (c) A brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable, or ineligible to perform;

   (d) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;

   (e) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the DBE to perform;

   (f) The current percentage of work completed on each bid item by the DBE;

   (g) The total dollar amount currently paid per bid item for work performed by the DBE;

   (h) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and with which the Contractor has no dispute;

   (i) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and over which the Contractor and/or the DBE have a dispute.

2. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

   The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the DCRO. The affected DBE firm may submit a response letter to the Department within two (2) business days of receiving the notice to terminate from the Contractor. The affected DBE firm shall explain its position concerning performance on the committed work. The

Department will consider both the Contractor's request and the DBE's response and explanation before approving the Contractor's termination and substitution request, or determining if any action should be taken against the Contractor.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Contractor is unsuccessful in notifying the affected DBE firm, the Department will verify that the affected, committed DBE firm is unable or unwilling to continue the contract. The Department will immediately approve the Contractor's request for a substitution.

3. Proposed Substitution of Another Certified DBE

   Upon termination of a DBE, the Contractor shall use reasonable good faith efforts to replace the terminated DBE. The termination of such DBE shall not relieve the Contractor of its obligations pursuant to this section, and the unpaid portion of the terminated DBE's contract will not be counted toward the contract goal.

   When a DBE substitution is necessary, the Contractor shall submit an amended Form C-111 with the name of another DBE firm, the proposed work to be performed by that firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the originally committed DBE firm. The Contractor shall furnish all pertinent information including the contract I.D. number, project number, bid item, item description, bid unit and bid quantity, unit price, and total price. In addition, the Contractor shall submit documentation for the requested substitute DBE as described in this section of this Special Provision.

   Should the Contractor be unable to commit the remaining required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by VDOT as merely superficial or pro-forma will not be considered good faith efforts to meet the contract goal for DBE participation. The Contractor must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

Factors Used to determine if a DBE Trucking Firm is performing a CUF:

The following factors will be used to determine whether a DBE trucking company is performing a CUF:

1. To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including, but not limited to, any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;

2. The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;

3. The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;

4. The DBE may lease trucks from another certified DBE firm, including from an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for transportation services the lessee DBE firm provides on the contract;

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees, *not to exceed the value of transportation services provided by DBE-owned trucks on the contract.* For additional participation by non-DBE lessees, the DBE will only receive credit for the fee or commission it receives as a result of the lease arrangement.

EXAMPLE

DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z.

		Value of Trans. Serv. (For Illustrative Purposes Only**)**
Firm X		
Truck 1	Owned by DBE	$100 per day
Truck 2	Owned by DBE	$100 per day
Firm Y		
Truck 1	Leased from DBE	$110 per day
Truck 2	Leased from DBE	$110 per day
Firm Z		
Truck 1	Leased from Non DBE	$125 per day
Truck 2	Leased from Non DBE	$125 per day
Truck 3	Leased from Non DBE	$125 per day
Truck 4	Leased from Non DBE	$125 per day
Truck 5	Leased from Non DBE*	$125 per day
Truck 6	Leased from Non DBE*	$125 per day

DBE credit would be awarded for the total transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services by four (4) of the six (6) trucks provided by non-DBE Firm Z (not to exceed the value of transportation services provided by DBE-owned trucks).

Credit = 8 Trucks
Total Value of Transportation Services = $820

In all, full DBE credit would be allowed for the participation of eight (8) trucks (twice the number of DBE trucks owned and leased) and the dollar value attributable to the Value of Transportation Services provided by the 8 trucks.

* With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

6. For purposes of this section, the lease must indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm that has leased the truck at all times during the life of the lease.

Data Collection: In accordance with 49CFR Section 26.11, all firms bidding on prime contracts and bidding or quoting subcontracts on federal-aid projects shall provide the following information to the Contract Engineer annually.

- Firm name
- Firm address
- Firm's status as a DBE or non-DBE
- The age of the firm and
- The annual gross receipts of the firm

The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. However, the above information can be submitted by means of the Annual Gross Receipts Survey as required in the Prequalification/Certification application.

All bidders, including DBE prime Contractor bidders, shall complete and submit to the Contract Engineer the Subcontractor/Supplier Solicitation and Utilization Form C-48 for each bid submitted; to be received within ten (10) business days after the bid opening. Failure of bidders to submit this form in the time frame specified may be cause for disqualification of the bidder and rejection of their bid in accordance with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge specifications.

O. Suspect Evidence of Criminal Behavior

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted, prosecution.

Suspected DBE Fraud

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

P. Summary of Remedies for Non-Compliance with DBE Program Requirements

Failure of any bidder\Contractor to comply with the requirements of this Special Provision for Section 107.15 of the Virginia Road and Bridge Specifications, which is deemed to be a condition of bidding, or where a contract exists, is deemed to constitute a breach of contract shall be remedied in accordance with the following:

1. **Disadvantaged Business Enterprise (DBE) Program Requirements**

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein.

2. **DBE Program-Related Certifications Made by Bidders\Contractors**

Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each certified DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

3. **Disqualification of Bidder**

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

4. **Bidding Procedures**

The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid. If the lowest bidder is rejected for failure to submit required documentation in the specified time frames, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth.

In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were to the extent a bidder actively and aggressively seeking to meet the requirements would make. Regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111, C-112, C-48, and Form C-49, as aforementioned, or face potential bid rejection. If a bidder does not submit it's completed and executed C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected. If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected. If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the

actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is encouraged to seek additional participation during the life of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, the Contractor and any aforementioned affiliates may be enjoined from bidding for 60 days or until such time as conformance with the schedule of DBE participation is achieved. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the prosecution of the contract.

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The enjoinment period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

5. Verification of DBE Participation and Imposed Damages

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received by VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

In addition to the remedies described heretofore in this provision VDOT also exercises its rights with respect to the following remedies:

Suspect Evidence of Criminal Behavior

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

S102CF2-0813

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

July 26, 2013

SECTION 102.05 PREPARATION OF BID of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material) such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.

For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and\or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as "foreign" material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.

Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with "Buy America" requirements.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or $2500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site

and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or $2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Bidder certifies that such cost does not exceed the limits established herein.

Waivers:

With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be demonstrated:

1 that the use of domestic steel or iron materials would be inconsistent with the public interest; or

2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

The waiver request shall be submitted with supportive information to include:

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and

2. Analysis of redesign of the project using alternative or approved equal domestic products

In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website: http://www.fhwa.dot.gov/construction/contracts/waivers.cfm. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.

Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

Alternative Bidding Procedures:

An alternative bidding procedure may be employed to justify the use of foreign iron and\or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and\or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and\or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and\or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and\or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and\or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and\or steel items will be permanently

installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total “Foreign” bid.

In the event the contract is awarded to the bidder furnishing foreign iron and\or steel materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment For Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and\or steel items and during the life of that contract the Contractor discovers he can not furnish foreign iron and\or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and\or steel materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked “Foreign” including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The “Foreign” bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor’s “Domestic” bid. The Contractor shall write the word “Foreign” by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate “Foreign” paper bid..

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of "foreign" iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, "domestic" iron and\or steel and prices given there for shall be used and the "100 percent Domestic Items Total" shall be the Contractor's bid.

Certification of Compliance:

Where domestic material is supplied, prior to incorporation into the Work, the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and\or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or $2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.

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Section 1000
Special Provisions

Specifications & Guidelines for
Traffic Signal Projects

Revised

February 10, 2014

City of Harrisonburg, VA
Public Works Department
Traffic Engineering Division

1. Introduction

These guidelines and specifications set forth the minimum requirements for traffic signal projects in the City of Harrisonburg, VA. All items included in this specification must be included as part of the project unless otherwise noted. Separate specification documents are attached below for the control cabinet assembly and traffic signal controller. Please also refer to the attached manufacturer product specification sheets for additional information.

Three printed copies and one (1) digital copy of as-built plans shall be supplied to the Public Works Department and include specifications for mast arm poles and pole foundations. Cut sheets shall be supplied for all proposed items that differ from what is specified in this document.

Contractor shall provide the Traffic Superintendent a weekly work schedule at the beginning of each week with progress report. A weekly installed quantities sheet will be required at the end of each work week. Any questions concerning these specifications should be directed to Shawn Adams, Traffic General Supervisor, or Brad Reed, Transportation Planner, at (540) 434-5928.

2. Control Cabinet & Components

2.1. Control Cabinet

2.1.1. The control cabinet shall be an Econolite model Plug & Go M49 TS2 Type 1 enclosure as per City of Harrisonburg specifications.

2.2. Components

2.2.1. Traffic controller shall be an Econolite model ASC/3-2100, with Ethernet and Data Key capability.

2.2.2. Malfunction Management Unit (MMU) shall be a Reno A&E model MMU-1600GE, with Ethernet capability.

2.2.3. UPS battery backup shall be a Tesco Controls model 22000, 1000-watt system.

2.2.4. 100-Amp A/C power service shall be permitted and inspected by the contractor through the Community Development Department (540) 432-7700. Contractor is responsible for installing power service, which shall be brought through a 100-Amp service disconnect, Midwest Electric Products, Inc. Model M101CP6 or equivalent.

2.2.5. Global Traffic Technologies (GTT) Opticom Infrared Emergency Preemption System shall be used. This system shall include model 754 Phase Selector, model 760 Card Rack, model 758 Auxiliary Interface Panel, and model 721 Detectors with confirmation lights (one for each approach).

3. Mast Arms & Poles

3.1. Pole Foundations

3.1.1. Pole foundations shall be designed for a maximum arm length of 70 feet.

3.1.2. The maximum load capacity shall be figured to include the weight of internally-illuminated LED street signs.

3.1.3. All pole foundations shall be inscribed with the dimensions of the foundation and number of conduits and direction they come out of foundation.

3.2. Mast Arms & Poles

3.2.1. Mast arm poles and arms shall meet Virginia Department of Transportation Special Provisions, and be as per VDOT regional contract galvanized six (6) bolt design. Order No. A86 Contract ID NO. C00088275C01 February 08, 2008.

3.2.2. Mast arms poles and arms shall be black powder coated.

3.2.3. A black decorative clamshell base cover shall be custom sized for and installed on each traffic signal pole. The base cover shall be Valmont Structures (Valmont Industries, Inc.) Enduro Line Washington Style or equivalent. Specifications for these items shall be approved by the Harrisonburg Public Works Department prior to ordering.

3.2.4. Mast arm (or strain poles, if applicable) shall be designed in accordance with the 1994 AASHTO Standard Specifications for Structure Supports for Highway Signs, Luminaries, and Traffic Signals.

3.2.5. Mast arm (or strain poles, if applicable) shall be designed to a minimum 90 mph wind load capacity.

4. Pole & Arm-Mounted Devices

4.1. Signal Heads

4.1.1. Signal heads shall be of 12-inch polycarbonate construction.

4.1.2. Signal heads shall be black and have black cut away visors.

4.1.3. Signal heads shall have aluminum louvered back plates of flat black color.

4.1.4. All signal heads shall have 12 inch Red, Amber and Green VDOT approved LED inserts.

4.1.5. Signal heads shall be mounted using ASTRO-brackets - Cable Mount Kit AB-3009.

4.1.6. Each signal head shall be wired using fourteen (14) AWG Stranded seven (7) conductor IMSA approved traffic signal cable pulled from control cabinet. Wiring for signal heads shall not be 'jumpered' except for neutral wire within a 5-section head.

4.1.7. Signal heads shall be wired according to the following schema:

Red Wire – Red output
Orange Wire – Yellow output
Green Wire – Green output
White Wire – Neutral
Black/White Wire – Yellow Arrow (5-section head only)
Blue Wire – Green Arrow (5-section head only)

4.2. Street Signs

4.2.1. LED lighted street signs shall be used for all streets at the intersection.

4.2.2. LED lighted street signs shall be manufactured by Transportation Control Systems, Inc., model 'Brite Lite'. Please contact the Public Works Department for approval of sign design.

4.2.3. LED lighted street sign power cable shall be fourteen (14) AWG stranded (3) conductor IMSA approved traffic signal cable pulled from control cabinet.

4.2.4. All signs shall meet requirements of the latest version of the Manual on Uniform Traffic Control Devices.

4.3. Pedestrian Signals

4.3.1. Pedestrian signal housing shall be 16” aluminum polycarbonate, black color.

4.3.2. Pedestrian signals shall meet VDOT standard SP-8 and be Leotek Model No. TSL-PED-16-CIL-9.

4.3.3. Pedestrian push buttons shall be of Accessible Pedestrian Signal (APS) design and be black. Please contact Shawn Adams at the Public Works Department for additional details as needed.

4.3.4. Pedestrian signals shall be mounted on separate aluminum, black powder coated pedestals and poles unless otherwise specified.

4.3.5. A black decorative clamshell base cover shall be custom sized for and installed on each pedestrian pole. The base cover shall be Valmont Structures (Valmont Industries, Inc.) Enduro Line Washington Style or equivalent. Specifications for these items shall be approved by the Harrisonburg Public Works Department prior to ordering

4.3.6. Pedestrian signal shall be wired using fourteen (14) AWG stranded seven (7) conductor IMSA approved traffic signal wire pulled from control cabinet.

4.3.7. Pedestrian push buttons shall be wired using fourteen (14) AWG stranded three (3) conductor IMSA approved traffic signal wire pulled from control cabinet.

5. Conduits & Pull Boxes

5.1. Conduits

5.1.1. All conduits shall be schedule 80 PVC pipe.

5.2. Pull Boxes

5.2.1. All pull Boxes shall be constructed of Armorcast Products Company 20K rated polymer concrete cover with polymer concrete ring.

5.2.2. Covers shall have the text ‘TRAFFIC’ stamped on top.

5.2.3. All conduits shall run under and turned up into the pull box. Conduits shall not be drilled into the side of the pull box.

Specifications for

NEMA TS2 Type 1 M49 Cabinet Assembly

Revised February 10, 2014

Prepared by

City of Harrisonburg, VA
Public Works Department
Traffic Engineering Division

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1. Introduction

1.1. This specification sets forth the minimum requirements for a M49 TS2 Type 1 traffic control cabinet assembly. The cabinet assembly shall meet, as a minimum, all applicable sections of the NEMA Standard Publication No. TS2-2003 v. 2.06. Where differences occur, this specification shall govern.

2. Cabinet Design and Construction

2.1. The cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 Inches.

2.2. At a minimum the cabinet dimensions shall be 49” H x 30” W x 16” D.

2.3. The cabinet shall be designed and manufactured with materials that will allow rigid mounting, whether intended for pole, base or pedestal mounting. The cabinet must not flex on its base.

2.4. A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. The cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet. A stiffener plate shall be welded across the inside of the main door to prevent flexing.

2.5. The top of the cabinet shall incorporate a 1-inch slope toward the rear to prevent rain accumulation.

2.6. The outside of the cabinet shall have a natural aluminum finish. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blowholes and other irregularities. All sharp edges shall be ground smooth.

2.7. The inside of the cabinet shall be powder coated with a glossy white paint.

2.8. All cabinets shall be supplied with two removable shelves manufactured from 5052-H32 aluminum spaced 12 inches apart. The upper shelf shall hold the detector card rack and the power supply. Shelves shall be a minimum of 10 inches deep. The front edge of the shelves shall have holes punched every 6 inches to accommodate tie wrapping of cables/harnesses.

2.9. A rigid slide-out document drawer/tray shall be mounted below the bottom shelf. The tray shall be of sufficient size and strength to hold a complete set of cabinet wiring drawings, intersection diagrams, equipment and programming manuals for all equipment and modules applicable to each cabinet. The tray shall operate by sliding out, then opening a hinged cover to remove documents. After removing the documents and closing the cover, the d shall serve as a suitable resting place for documents or a laptop computer.

2.10. A minimum of one set of vertical “C” channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinet. Sidewall rail spacing shall be 7.88 inches center-to-center. Rear wall rail spacing shall be 18.50 inches center-to-center.

2.11. The main door and police door-in-door shall close against a weatherproof and dust-proof, closed cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inches thick

by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500 inches wide. The gaskets shall be permanently bonded to the cabinet.

2.12. The lower section of the cabinet shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures. A non-corrosive, vermin and insect proof, removable air filter shall be secured to the air entrance. The filter shall fit snugly against the cabinet door wall.

2.13. The main door shall be equipped with a three-point latching mechanism. The handle on the main door shall utilize a shank of 5/8 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle shall rotate counter-clockwise to open. The handle shall not extend beyond the perimeter of the main door at any time. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door.

2.14. The main door hinge shall be a one-piece, continuous piano hinge with a stainless steel pin running the entire length of the door. The hinge shall be attached in such a manner that no rivets or bolts are exposed.

2.15. The main door of the cabinet shall include a mechanism capable of holding the door open at approximately 90, 125, and 150 degrees under windy conditions. Manual placement of the mechanism shall not be required by field personnel.

2.16. The main door shall be equipped with a Corbin tumbler lock number 1548-1 or exact equivalent. A minimum of two keys shall be supplied.

2.17. The police door-in-door shall be provided with a treasury type lock Corbin number R357SGS or exact equivalent. A minimum of two keys shall be supplied.

2.18. The complete cabinet circuitry diagram shall also be supplied on a digital compact computer disk in the latest version of both AutoCAD DXF and PDF format.

2.19. A 2" X 4" (minimum size) identification plate with a ‘City of Harrisonburg, VA’ identifier, and cabinet circuitry diagram number shall be permanently affixed to the inside of the main cabinet door in the upper right hand corner. An engraved plastic plate is preferred.

3. Main Panel Design and Construction

3.1. The main panel shall be constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and installed so as to minimize flexing when plug-in components are installed.

3.2. The main panel shall be provided with a mounting mechanism which allows easy access to all wiring on the rear of the panel without the removal of any cabinet shelves. Lowering or complete removal of the main panel shall be accomplished by removing two wing nuts and disconnecting a single connector on the bottom right on the back panel.

3.3. The bottom of the main panel shall be at minimum 9 inches from the bottom of the cabinet and the top shall not extend beyond the height of the first shelf such that it obstructs the panel from being dropped forward for rear access.

4. Terminals and Facilities

4.1. Sixteen load switch sockets, six flash transfer relay sockets, one flasher socket, 2 BIU sockets with one BIU for each socket, and one 16-channel detector rack with one BIU shall be provided.

4.2. All load switches shall be supported by a bracket, extending at least half the length of the load switch.

4.3. The load switch position main panels shall have all field wires contained on two rows of horizontally mounted terminal blocks. The upper row shall be wired for the pedestrian and overlap field terminations. The lower row shall be reserved for phase one through phase eight vehicle field terminations.

4.4. All field output circuits shall be terminated on a non-fused barrier type terminal block with a minimum rating of 10 amps.

4.5. All field input/output (I/O) terminals shall be identified by permanent alphanumerical labels. All labels shall use standard nomenclature per the NEMA TS2 specification.

4.6. All cabinets shall be wired to flash yellow on phases 2 & 6 and red on all other phases. It shall still be possible to change from one color indication to the other by use of a screwdriver. Field termination blocks shall be wired to use four positions per vehicle or overlap phase (green, yellow, and red, flash). It shall not be necessary to de-buss field terminal blocks for flash programming.

4.7. The main panel shall contain at least one flasher socket (silk screen labeled) capable of operating a 15-amp, 2-pole, NEMA solid-state flasher. The flasher shall be supported by a bracket, extending at least half its length.

4.8. One RC network shall be wired in parallel with each group of three flash-transfer relays and any other relay coils.

4.9. All logic-level, NEMA-controller and Malfunction Management Unit input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position.

4.10. At a minimum, three 20-position terminal blocks shall be provided at the top of the main panel to provide access to the controller unit's programmable and non-programmable I/O. Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum.

4.11. All main panel wiring shall conform to the following wire color:

4.11.1. Green/Walk load switch output – brown wire
4.11.2. Yellow load switch output – yellow wire
4.11.3. Red/Don't Walk load switch output – red wire
4.11.4. MMU (other than AC power) – violet wire
4.11.5. Controller I/O – blue wire
4.11.6. AC Line (power panel to main panel) – black wire
4.11.7. AC Line (main panel) – black wire
4.11.8. AC Neutral (power panel to main panel) – white wire
4.11.9. AC Neutral (main panel) – white wire
4.11.10. Earth ground (power panel) – green wire

4.11.11. Logic ground – gray wire
4.11.12. Flash programming – orange wire
4.11.13. Flash terminal – black wire red or yellow field terminal

4.12. All wiring, 14 AWG and smaller, shall conform to MIL-W-16878/1, type B/N, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation with clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall have UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation and clear nylon jacket.

4.13. Connecting cables shall be sleeved in a braided nylon mesh or poly-jacketed. The use of exposed tie-wraps or interwoven cables is unacceptable. All terminals and facilities configurations shall be provided with A, B, and C connectors to allow for the intended operation of the cabinet. Mode pins shall allow the user to reconfigure the main panel I/O.

4.14. Connecting cables shall be sleeved in a braided nylon mesh or poly-jacketed. The use of exposed tie-wraps or interwoven cables is unacceptable.

4.15. All Terminals and Facilities configurations shall be provided with BIU wiring assignments consistent with NEMA TS2-1998 specifications.

4.16. All Terminals and Facilities configurations shall be provided with sufficient RS-485 Port 1 communication cables to allow for the intended operation of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications.

4.17. All main panels shall be pre-wired for a Type-16 Malfunction Management Unit.

4.18. All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

4.19. All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.

4.20. The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). These ground circuits shall be connected together at a single point as outlined in the NEMA TS2 Standard.

4.21. The main panel shall incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into mechanical flash. The relay shall have a momentary pushbutton to apply power to the load switch inputs for ease of troubleshooting.

4.22. All pedestrian push button inputs from the field to the controller shall be opto-isolated through the BIU and operate at 12 VAC.

4.23. All wire (size 16 AWG or smaller) at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

5. Power Panel Design and Construction

5.1. The power panel shall be integrated into the main panel and be located on the lower right portion.

5.2. The power panel shall be wired to provide the necessary filtered power to the load switches, flasher(s), and power bus assembly. The power components shall be equipped with a removable plastic front cover for technician protection. The design will allow a technician to access the main and auxiliary breakers without removing the protective front cover.

5.3. The power panel portion of the main panel shall include the following components:

5.3.1. A minimum of a 30-amp main breaker. This breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels. Breakers shall be at minimum, a thermal magnetic type, U.L. listed for HACR service, with a minimum of 10,000 amp interrupting capacity.

5.3.2. A minimum of a 15-amp auxiliary breaker. This breaker shall supply power to the fan, light and GFI utility outlet.

5.3.3. An EDCO model SHA – 1250 Lightning Surge Protection with SHA – 1250 – Base – or an exact equivalent.

5.3.4. A 50 amp, 125 VAC radio interference line filter.

5.3.5. A Crydom Inc. model HA4875 normally-open, panel-mount, 75-amp, solid-state relay or an exact equivalent.

5.3.6. A minimum of two 8-position neutral bus bar capable of connecting three #12 wires per position. One bar shall be positioned on the lower right side of the cabinet and one bar shall be positioned on the lower left side of the cabinet. The bar on the left side shall be installed horizontally at a height of 6 inches or less from the bottom of the cabinet.

5.3.7. A minimum of two 8-position ground bus bar capable of connecting three #12 wires per position. One bar shall be positioned on the lower right side of the cabinet and one bar shall be positioned on the lower left side of the cabinet. The bar on the left side shall be installed horizontally at a height of 6 inches or less from the bottom of the cabinet.

5.3.8. A NEMA type 5-15R GFI utility outlet.

5.3.9. One filtered AC power receptacle with 4 outlets. This unit shall be installed on the back side of the left cabinet wall just above the lower shelf.

6. Power Bus Assembly

6.1. The power bus assembly shall be manufactured from 0.090”, 5052-H32 aluminum. It shall provide filtered power for the controller, malfunction management unit, cabinet power supply, and auxiliary equipment. It shall include the SDLC Bus connecting cables wired into a surface-mounted compression terminal block.

6.2. The power bus assembly shall house the following components:

6.2.1. A minimum of three and a maximum of six power connectors.

6.2.2. Two terminal strips to hardwire the power connectors.

6.2.3. SDLC terminal block with pre-wired cables.

6.3. All cabinet equipment requiring filtered power to operate shall be hardwired directly to the supplied terminal blocks of the power bus assembly.

7. Auxiliary Cabinet Equipment

7.1. The cabinet shall be provided with a thermostatically controlled (adjustable between 80-150 degrees Fahrenheit) ventilation fan in the top of the cabinet plenum. The fan plate shall be removable with the use of simple hand tools for serviceability. A minimum of one exhaust fan shall be provided. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute. The fan/thermostat assembly shall be connected to the power panel by a means of a 4 position plug-in cable.

7.2. A minimum 25-watt incandescent lamp mounted on a 14-inch flexible arm shall be included. The flexible arm shall be permanently mounted to the middle of the cabinet door. The lamp shall be wired to a door-activated switch mounted near the top right corner of the door such that the light will automatically shut off when the door is closed. The lamp shall have a switch to control power to the light when the cabinet door is open.

7.3. A fluorescent lighting fixture shall be mounted on the inside top of the cabinet near the front edge. The fixture shall be rated to accommodate at minimum a F15T8 lamp operated from a normal power factor UL or ETL listed ballast. The lamp shall be wired to a door-activated switch mounted near the top right corner of the door.

7.4. All cabinets shall have a door open alarm switch mounted near the top right corner of the door.

7.5. An Intermatic K4021 photocell or an exact equivalent approved photocell shall be wired to a terminal strip for future use. The photocell shall be mounted to the right rear corner on the top of the cabinet.

7.6. A re-sealable print pouch shall be mounted to the door of the cabinet. The pouch shall be of sufficient size to accommodate one complete set of cabinet prints.

7.7. A minimum of two sets of complete and accurate ANSI size D cabinet drawings shall be supplied with each cabinet. These drawings shall be placed in the re-sealable pouch.

8. Cabinet Test Switches and Police Panel

8.1. A test switch panel shall be mounted on the inside of the main door. The test switch panel shall provide as a minimum the following:

8.1.1. AUTO/FLASH SWITCH: When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. Wired according to NEMA TS2 – 2003 the MMU forces the controller to initiate the start-up sequence when exiting flash.

8.1.2. STOP TIME SWITCH: A three position stop time switch shall be provided, with the middle position being the OFF position. When the upper FLASH STOP TIME ON position is applied, time shall be stopped on the controller only when the intersection enters conflict flash. When the lower STOP TIME ON position is applied, time shall instantly be stopped on the controller.

8.1.3. CONTROL EQUIPMENT POWER ON/OFF: This switch shall control the controller, MMU, and cabinet power supply AC power.

8.1.4. COORD/FREE SWITCH: Cabinet wiring shall include a COORD/FREE switch.

8.2. The police door switch panel shall contain the following:

8.2.1. AUTO/FLASH SWITCH: When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. Wired according to NEMA TS2 – 2003 the MMU forces the controller to initiate the start-up sequence when exiting flash.

8.2.2. AUTO/MANUAL SWITCH: Cabinet wiring shall include an AUTO/MANUAL switch and provisions for a pluggable hand cord. A coiled hand cord shall be provided. The jack for the pluggable hand cord shall be equivalent to the Neutrik USA Inc. model NJ3FP6C locking jack and provide a locking mechanism to prevent the hand cord from being unintentionally pulled out while in use.

8.2.3. All toggle type switches shall be heavy duty and rated 15 amps minimum. Single- or double-pole switches may be provided, as required.

8.3. Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

8.4. All switch functions must be permanently and clearly labeled.

8.5. All wire routed to the police door-in-door and test switch push button panel shall be adequately protected against damage from repetitive opening and closing of the main door.

8.6. All test switch panel wiring shall be connected to the main panel via a single modular connector.

9. Preempt Interface panel

9.1. All cabinets shall have a preempt panel mounted on the lower left side of the cabinet wall.

9.2. Cabinet wiring shall be provided for emergency vehicle preemption.

9.3. Cabinet wiring shall be provided for railroad preemption.

10. Controller Telemetry Interface Panel

10.1. An Econolite telemetry interface harness and interface panel with all I/O channels shall be a separately priced option with each cabinet assembly. The harness shall be a minimum of 6 feet long and shall consist of two twisted shielded pairs, 22 AWG wire with drain wire in an overall jacket, terminated to a 9-pin "D" type connector at one end.

10.2. All termination points shall be identified by a unique number and silk screened on the panel.

11. Auxiliary Devices

11.1. Flashers shall meet the following minimum specifications:

11.1.1. The flasher shall be solid state and shall conform to the requirements of section 6.3 of the NEMA TS2 Standard.

11.1.2. Flashing of field circuits for the purpose of intersection flash shall be accomplished by a separate flasher.

11.1.3. The flasher shall be rated at 15 amperes, double pole with a nominal flash rate of 60 FPM.

11.2. Flash Transfer Relays shall meet the following minimum specifications:

11.2.1. All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

11.2.2. The coil of the flash transfer relay must be de-energized for flash operation.

11.2.3. The full complement of relays shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

11.3. A minimum of 12 red load switch jumpers shall be provided with each cabinet.

11.4. No load switches need to be supplied with the cabinet assembly.

12. Malfunction Management Unit

12.1. Each cabinet assembly shall be compatible with a Malfunction Management Unit (MMU) as defined by the requirements of Section 4 of the NEMA TS2 Standard.

13. Bus Interface Units

13.1. All Bus Interface Units (BIUs) shall meet the requirements of Section 8 of the NEMA TS2 Standard.

13.2. The full complement of Bus Interface Units shall be supplied with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed.

13.3. Each Bus Interface Unit shall include power on, transmit and valid data indicators. All indicators shall be LEDs.

14. Cabinet Power Supply

14.1. The cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2 Standard.

14.2. The cabinet power supply shall provide LED indicators for the line frequency, 12 VDC, 12 VAC, and 24 VDC outputs.

14.3. The cabinet power supply shall provide (on the front panel) jack plugs for access to the +24 VDC for test purposes.

14.4. One cabinet power supply shall be supplied with each cabinet assembly, and shall be wired directly to the Power Bus Assembly via a single modular connector. The power supply shall be integrated on the far right of the top shelf.

15. Vehicle Detection

15.1. One vehicle detector rack shall be provided in each cabinet. The detector rack shall be integrated on the top shelf to the immediate left of the power supply.

15.2. Wiring from the main panel to the test panel shall be connected to the switch panel via a single modular connector.

15.3. The detector rack shall support up to 16 channels of video detection (either eight 2 channel detectors or four 4 channel detectors), two 2-channel preemption devices, and one BIU.

15.4. The detector rack shall be wired to support two Global Traffic Technologies (GTT) Opticom Model 752 phase selectors (2 channels each) in the two far right slots of the rack. The farthest right slot shall be capable of supporting one Global Traffic Technologies (GTT) Opticom Model 754 phase selector with 4 channels.

15.5. Detector rack BIU mounting shall be an integral part of the detector rack.

15.6. All BIU rack connectors shall have jumper address pins corresponding to the requirements of the TS2 specification. The jumpers may be moved to change the address of any individual rack.

15.7. These address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming. Each detector rack shall be powered by the cabinet power supply and be connected to the power bus assembly by means of a single modular connector.

16. Testing and Warranty

16.1. Testing

16.1.1. Each cabinet assembly shall be tested under signal load for a minimum of 48 hours.

16.1.2. Each assembly shall be delivered with a signed document detailing the final tests performed on the cabinet.

16.1.3. The cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation.

16.2. Warranty

16.2.1. The cabinet assembly and all other components shall be warranted for a period of one year from date of shipment.

16.2.2. Any defects shall be corrected by the manufacturer or supplier at no cost to the owner.

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