



Request for Proposal

ARRA Signal System Integration Project, UPC 94431 VDOT Project No: U000-121-197, P101 Federal Project ARRA-FS09(093)

RFP #2010-6304-2011

May 5, 2010

City of Newport News,
Dept. of Purchasing, Office of the Purchasing Director
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607
Phone: (757) 926-8031/ Fax: (757) 926-8038
www.nngov.com/purchasing

Sealed responses, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, until the time and date shown below (local prevailing time), for providing the information requested for consideration to be identified as the City of Newport News' Advanced Transportation Management System Software/Local Signalized Intersection Controller Hardware Standard described in the Request for Information.

Scope of Work: To obtain information to identify an Advanced Transportation Management System (ATMS) Software/Local Signalized Intersection Controller Hardware Standard for use in future City of Newport News ATMS and signalized intersection installations and deployments.

Responses Due: May 27, 2010, at Close of Business

Contract Officer: Shari D. Colvin
Shari D. Colvin CPPB, VCO Deputy Director, scolvin@nngov.com

AN ORIGINAL AND TEN (10) COPIES OF YOUR SUBMITTAL IS REQUESTED
In compliance with this Request for Proposal, and subject to all the conditions thereof, the undersigned offers to furnish the information requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this request for information.

Company Name: _____
Address: _____
City/State/Zip: _____
Telephone: _____ FAX No.: _____
Email address: _____
Print Name: _____ Title: _____
Signature: _____ Date: _____

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**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

10/22/09

**THIS IS A STIMULUS PROJECT
RAAP (Construction & Maintenance) PROJECTS**

CONSTRUCTION: X **MAINTENANCE:** _____ **STATE FUNDED:** _____ **FEDERAL FUNDED:** X

DISTRICT: Hampton Road **CITY/COUNTY:** Newport News **UPC NO.:** 94431

FUNCTIONAL CLASS Urban Principle Arterial **FWHA 534 DATA** 4E112 **TYPE CODE** Y031

ROUTE: Varies **PROJ.** U000-121-197, N501 **FEDERAL AID:** ARRA-FS09(094)

FROM: Varies **TO:** Varies

LENGTH (FEET): n/a **MILES** n/a

TOPO: Level **DESIGN SPEED (MPH):** Varies **VPD (YEAR)** Varies

PROJECT MGR: Jacqueline Kassel, PE **R/W DONATION:** n/a

Utilities n/a and/or Railroads n/a are involved in the construction of this project.

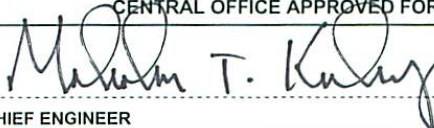
This project is to be constructed in accordance with the Department's 2007 Road and Bridge Specifications, 2008 Road and Bridge Standards, 2005 Work Area Protection Manual and as amended by contract provisions and the complete plan assembly.

Design features relating to construction or to regulation and control of traffic may be subject to change as deemed necessary by the department.

The PE phase of this project has been developed utilizing local funds. A UPC and Project Number has been assigned for the PE phase for VDOT oversight only under UPC 94431, State Project Number U000-121-197, P101, Federal Project Number ARRA-FS09(093) as part of the federal stimulus (American Recovery and Reinvestment Act). The CN Phase was developed under UPC 94431, State Project Number U000-121-197, N501, Federal Project Number ARRA-FS09(094) as part of the federal stimulus (American Recovery and Reinvestment Act).

CITY RECOMMENDED APPROVAL FOR CONSTRUCTION	
12/22/09	
DATE	Director of Engineering, City of Newport News

CENTRAL OFFICE RECOMMENDED FOR APPROVAL FOR CONSTRUCTION	
2/8/10	
DATE	PROGRAMMING DIVISION DIRECTOR (Federal and State Funded Construction Projects / Federal Funded Maintenance Projects)
2/10/10	
DATE	CHIEF FINANCIAL OFFICER

CENTRAL OFFICE APPROVED FOR CONSTRUCTION	
2/11/10	
DATE	CHIEF ENGINEER

CONDITIONS AND INSTRUCTIONS

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto, which will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed by a responsible officer or employee of the named firm. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
- a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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 non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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 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.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. Direct contact with City Department other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.

13. Questions: Submit questions regarding the RFP in writing to Shari D. Colvin, CPPB, VCO Deputy Director, no later than May 21, 2010. Questions shall be submitted by email to: scolvin@nngov.com not less than five (5) business days prior to the proposal due date. All questions and responses shall be posted as an addendum to the RFP. The addendum will be posted on the City of Newport News Procurement Website.
14. The Offeror acknowledges that their response does not commit the City of Newport News to pay any costs incurred in the preparation and submission of the response.
15. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
16. Applicable Law and Courts: Because this project is on the National Highway System and is funded with federal dollars, federal law statutes and regulations will take precedence over any conflicting provisions in the purchase order/contract resulting from this solicitation. Any purchase order/contract resulting from this solicitation 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 Offeror shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended. Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.
17. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
18. If you have obtained this bid document from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package.
19. The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.
20. All work on this project must comply with the 2007 VDOT Road and Bridge Specifications, 2008 VDOT Road and Bridge Standards, 2005 Virginia Work Area Protection Manual, and the Manual on Uniform Traffic Control Devices (MUTCD) 2003 Edition.
21. The Virginia Department of Transportation, Hampton Roads District Office of Civil Rights, has established a goal of **zero (0) %** DBE participation for this project.

1. CONTENTS OF RFP RESPONSES (STATEMENTS OF INFORMATION)

1.1 GENERAL

The City of Newport News is seeking proposals from qualified suppliers of technical solutions for a Central Signal System Software and Local Controller/Cabinet Hardware standard for use by the City in future installations. The City intends to issue task orders for a variety of assignments to the selected supplier to support deployment of the City standard on a City-wide basis. The first assignment will include the upgrade to the initial central system software and field hardware along a single corridor using American Recovery and Revitalization Act (ARRA) funds. ARRA funding, contracting, and reporting requirements will be mandatory for the duration of this initial contract. Minor facility modifications (electrical and communications cabling) and furniture are required to support the initial deployment of the central system upgrade. In addition to technical solutions, Offerors shall demonstrate their team's ability and experience to complete the task under the associated ARRA requirements. This initial RFP will be the first step in a two step process for procuring a qualified supplier to meet the needs of the City. A subsequent submittal of qualifying information will be required of suppliers selected for further evaluation in this procurement process, as detailed below.

This is a Federally Funded ARRA project. All work activities must be completed by February 2012

1.2 PROJECT OVERVIEW

The City of Newport News is in the process of upgrading their Traffic Signal System, which is approximately 20 years old. The upgrade is planned to include new traffic signal controller cabinets; new traffic signal controllers; central traffic control hardware and software; Advanced Transportation Management System (ATMS) equipment including Closed Circuit Television (CCTV) Cameras, Dynamic Message Signs (DMS), and vehicle detectors; and new communications infrastructure. The purpose of the Request for Proposal (RFP) is to initiate a process of to identify a central Signal System Software and Local Controller/Cabinet Hardware standard for use by the City. This standard will be based on the ability of a technical solution to best support the operations and maintenance requirements; a suppliers' history, track record, and experience of supplying quality, successful solutions and equipment; and their long term support of such solutions and equipment. This standard, once established, will be used by the City to purchase local controller hardware and central software.

Future purchases that are anticipated include the field cabinets, controllers, and integration services that will be part of the full system replacement. These purchases may be made directly by the City, other agencies furnishing equipment and/or software for use in the City signal system, or third party contractors supplying equipment and/or software for use in the City signal system. This contract will include the first task assignment to complete the system upgrades. The first task assignment will include the deployment of approximately 5 cabinets and 17 controllers, along with the central software/hardware, TOC furniture and modification at the City's Operation Center, IT equipment cabinets, and TOC electrical/communications cabling to establish a working system for the first phase/project as illustrated in Attachment A. The improvements that will be undertaken are based on the City's Signal System Feasibility Study and ITS Master Plan that were completed in 2006. Subsequent assignments are anticipated to include integration support of the remaining 240 +/- intersections throughout the City by the end of 2011. The entire system upgrades are illustrated in Attachment B.

Materials and/or software will be purchased within this RFP. Note that suppliers must participate in this two-step RFP process to identify the City's traffic cabinet/controller hardware and central software standard and to deploy the initial TOC system and appurtenances along with configuring and integrating the first system loop as defined below.

1.3 PROPOSED ATMS STANDARD SELECTION PROCESS:

Suppliers are invited to submit technical solutions and qualifications in response to this RFP. Responses to this RFP will be reviewed by the Newport News Cabinet/Controller Equipment and Signal System Software Standards Committee and evaluated based on meeting the criteria identified in the following section.

The Committee will identify and rank the proposed solutions that best meet the needs and requirements of the City. The City will begin the second step of the process and enter into negotiations with the top two (2) suppliers to determine the cost implications and feasibility of each solution. During negotiations, the top two (2) suppliers will be required to provide additional information to aid in the selection of a vendor. Information to be provided may include, at a minimum, documentation of the vendor's ability to supply a cost effective system solution of all necessary hardware and software equipment, integration services, and integration of field equipment with an outside contractor. While cost will be considered, it will not be the sole determining factor in the ultimate selection of a signal system software solution. In addition to supplying this information, proof of satisfaction of DBE, Davis-Bacon, and Build America requirements will be required for all members of the proposed team. The final successfully negotiated solution will be identified as the City of Newport News standard for traffic cabinet/controller hardware and central ATMS software. The Task 1 assignment is anticipated to include minor TOC modifications in support of the primary system deployment objective.

1.4 RFP EVALUATION CRITERIA:

The response to the RFP will be evaluated on the following criteria in the order of importance.

Staff Qualifications (See 1.4.1 & 1.4.4)

Suitability of Technical Solutions (See 1.4.3)

Experience/Implementations of Solutions (See 1.4.4)

Costs Submittals (1.4.5)

1.4.1 STAFF QUALIFICATIONS SUBMITTALS

The statement of information must include an organization chart showing the supplier's project manager and all key personnel and their role in the project, along with 1-page resumes for up to 5 key personnel. If associate suppliers are proposed, their proposed role and up to two staff resumes of no more than 1-page may be submitted. For the Prime supplier and all associate suppliers, please state the full name and role of each firm participating on the supplier's team, location of identified/proposed staff, and clearly indicate which supplier is the prime. Include a letter from each associate vendor committing to their role on the team, where appropriate.

The supplier/contractor shall be capable of providing integration services for the initial task assignment and for all subsequent assignment anticipated to extend through 2011. The supplier shall demonstrate staffing experience to accomplish three levels of integration:

- local controller
- communication system loop
- communication ring

Each level of integration is expected to include the following base requirements:

Local Controller Integration: The supplier shall be able to extract existing controller settings and operations parameters in order to configure a new Supplier-provided local controller, to add the controller to the central system database, configure the intersection mapping on the GUI, and load the designated IP addressing for each upgraded/proposed intersection. The supplier will support either the City or its designated contract representatives with troubleshooting parameter changes or other settings that impact successful deployment of the controller in the field by others.

System loop integration: The communication network architecture is comprised of several local controllers and Layer 2 Ethernet Switches that are chained together as a system loop in between two master Layer 3 Ethernet Switches. The system supplier shall provide support to City staff during the initial task assignment under the ARRA project, and to the third-party signal contractor during subsequent task, to integrate and enable system communications with signal controllers as a communication loop is brought on line. The supplier will support either the City or its designated contract representatives with troubleshooting communication mismatch or other network settings that impact successful integration of the system loop into central system monitoring. Integration testing is to be carried out in conjunction with the City and/or its designated communication field contractor to verify system redundancy and operation parameters along a coordinated system.

Communication ring integration: The master Layer 3 Ethernet Switches are connected in a ring until they reach back to a Core switch at one of two City TOCs. The general communication layout is illustrated in Attachment C. The system supplier shall provide support to City staff or designated contract representatives to integrate all of the system loops per each communication ring, and thereby demonstrate that performance for the connected system loops sharing a common communications ring. Integration testing is to be carried out in conjunction with the City and/or its designated communication field contractor to verify system redundancy and operation parameters have been properly implemented, including failover from one master field Layer 3 Ethernet Switch to another, and from one TOC Core to another.

1.4.2 LOCATION QUALIFICATIONS SUBMITTALS

The supplier must have a North American Office, the supplier's project manager must be based in North America, and the supplier must demonstrate the availability of permanent, North American based maintenance and technical support staff able to answer technical support phone calls during normal business hours for the City of Newport News (8AM – 5PM, Eastern Time) and be able to provide on-site support within 24-hours. If associate vendors will be utilized, they also must meet the location requirements and the technical support requirements for the components they will be providing. Furthermore, the supplier must comply with a Build America requirement since federal dollars are used for a specified contract along with the ability for the team to support the noted DBE requirements.

1.4.3 FEATURES OF TECHNICAL SOLUTIONS SUBMITTALS

The solution proposed by the supplier in response to the RFP shall have the following technical features:

- Centrally distributed system (not closed loop system) for the project study area shown in the Attachment A map
- Meets NEMA TS-2 standards

- Meets Functional Requirements in Attachment D (mandatory) and Attachment E (non-mandatory)
- Central Systems control via system map and/or database
- Central System alerts for data entry errors, multiple user controls, and database modifications
- Consistent operations between central system and local controllers
- Supports operation at multiple central operation facilities on the planned Ethernet backbone
- Accommodates nightly database backups to a remote facility on the network with a warm standby backup central system

1.4.4 EXPERIENCE QUALIFICATIONS SUBMITTALS

The solution proposed by the supplier in response to the RFP shall be in current operation of an existing North American deployment. The following system features shall be a characteristic of the sample deployments.

- Integration of NEMA TS-2 Type 1 controllers.
- Integration of IP/Ethernet communications.
- Operations from a traffic operations center (TOC) or similar facility and shall be a central, distributed processing system (not a closed loop system).

The following team qualifications are considered additional qualification to support the Task 1 assignment:

- Licensed electrician for interior circuit additions/modifications at the TOC
- Wall-mount video monitor installer
- Communication cabling specialist (BiCSI RCDD, or approved equal) for network cabling and video communication/signaling cables inside the TOC
- Certified fiber optic splice technician
- Authorized supplier/installer for collapsible wall partition dividers, operation consoles, tables, chairs, and furnishings

Specific assignments for these additional qualifications areas may be negotiated during the second step of the process. However, qualifications of these individuals must be included in the initial response.

1.4.5 COSTS SUBMITTALS

The attached cost spreadsheet shall be filled out and submitted for evaluation. Costs must reflect the final cost to the City for products and services as outlined under the scope of work and shall remain firm for five years. Any applicable taxes surcharges, shipping or handling fees must be included in the prices quoted so that the prices, as accepted, are firm fixed and final.

1.5 LETTER OF SUBMITTAL

Submit *one* original (conspicuously marked “ORIGINAL”) and ten (Total of eleven documents) complete copies (including any/all special attachments, certifications, etc.) of the statement of information package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposal (RFP) requirements. Also provide a copy of the materials in portable document format (PDF) on CD ROM or DVD. Each proposal shall be organized and bound separately, and shall include as a minimum, the following to be considered **responsive** to the RFP: Limit response to 10 pages exclusive of resumes, reference forms.

ARRA Signal System Integration Project

- a. Cover letter.
- b. Provide a description of the supplier and statement of information and understanding of the project as it relates to the criteria in section 2.4.
- c. Provide a description of the proposed technical solution as it relates to the criteria in section 2.4. Include a system diagram and list of required hardware (number and type of servers, workstations, switches, etc.) and any other third-party software (database applications, mapping applications, etc.) to provide a fully functioning signal system.
- d. Provide a copy of Attachment D that has been completed to show compliance with the mandatory functional requirements. Note and provide an explanation for any functional requirements in Attachment D that will not be met by the proposed solution. Please note that pricing is not being requested for this initial response. However, once the City enters into step two of this process, cost will be requested from the top two suppliers to begin negotiations. While cost will be considered, it will not be the sole determining factor in the ultimate selection of a signal system hardware and software solution
- e. Provide a copy of Attachment E that has been completed to show compliance with the non-mandatory functional requirements. Note and provide an explanation for any non-mandatory functional requirements in Attachment E that will not be met by the proposed solution. Please note that cost is not being requested for this initial response. However, once the City enters into step two of this process, cost will be requested from the top two suppliers to begin negotiations. While cost will be considered, it will not be the sole determining factor in the ultimate selection of a signal system software solution
- f. Provide team organization and staff member qualifications addressing Additional Qualification Areas.
- g. Reference list of at least three (3) localities and/or firms that have requested similar work which your firm has provided services for and at least one reference must address your proposed solution; include names, addresses, and telephone numbers, size of system and type of equipment (central and local) deployed.

1. Response Preparation:

- a. Responses shall be signed by an authorized representative of the supplier. All information requested should be submitted. Failure to submit all information requested may result in the requesting agency requiring prompt submission of missing information. Responses which are substantially incomplete or lack key information may be rejected.
- b. Responses should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the response should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- d. Ownership of all data, materials and documentation originated and prepared for the RFP response shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a supplier shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the supplier must invoke the protections of Section 2.2-4342 (F) of the Code of Virginia, in writing, either before or at the

ARRA Signal System Integration Project

time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total solution prices as proprietary or trade secrets is not acceptable and will result in rejection of the response

ARRA Signal System Integration Project

Cost Details					
#	Items	Unit	Unit Cost	QTY	Item Cost
1	Mobilization	LS		1	\$ -
2	Workstation Furniture	EA		4	\$ -
3	Power Supply	EA		4	\$ -
4	Central System Software	LS		1	\$ -
5	Configure GUI and System Map	LS		1	\$ -
6	UPS (servers)	EA		2	\$ -
7	UPS (workstations)	EA		8	\$ -
8	Operator Workstations	EA		8	\$ -
9	Technician Laptops	EA		7	\$ -
10	Application servers	EA		4	\$ -
11	KVM Switch	EA		1	\$ -
12	Equipment Cabinet	EA		1	\$ -
13	Basic Network Switch	EA		1	\$ -
14	Network Attached Storage Device	EA		1	\$ -
15	Color laser printers	EA		2	\$ -
16	Plotter	EA		1	\$ -
17	Central System Training	LS		1	\$ -
18	Annual Maintenance Support	YRS		3	\$ -
19	Video Flatpanels	EA		3	\$ -
20	Videowall workstations	EA		3	\$ -
21	Cabinets (Supply to include MMUs, BIUs, Power Supply)	EA		3	\$ -
22	Controllers	EA		17	\$ -
23	CCTV/Video Equipment Central S/W Integration	LS		1	\$ -
24	Local Controller Integration (local controller data, add to central database, mapping, IP addressing)	EA		275	\$ -
25	Loop Integration (bring an entire coordinate system back on line)	EA		23	\$ -
26	Ring Integration (bring an entire ring system back on line)	EA		3	\$ -
			Total		\$ -

REFERENCE FORMS

Reference 1

Name of Business, City, County, or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed (to include type of equipment, quantity of controllers, length and type of communications installed):			

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Reference 2

Name of Business, City, County, or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed (to include type of equipment, quantity of controllers, length and type of communications installed):			

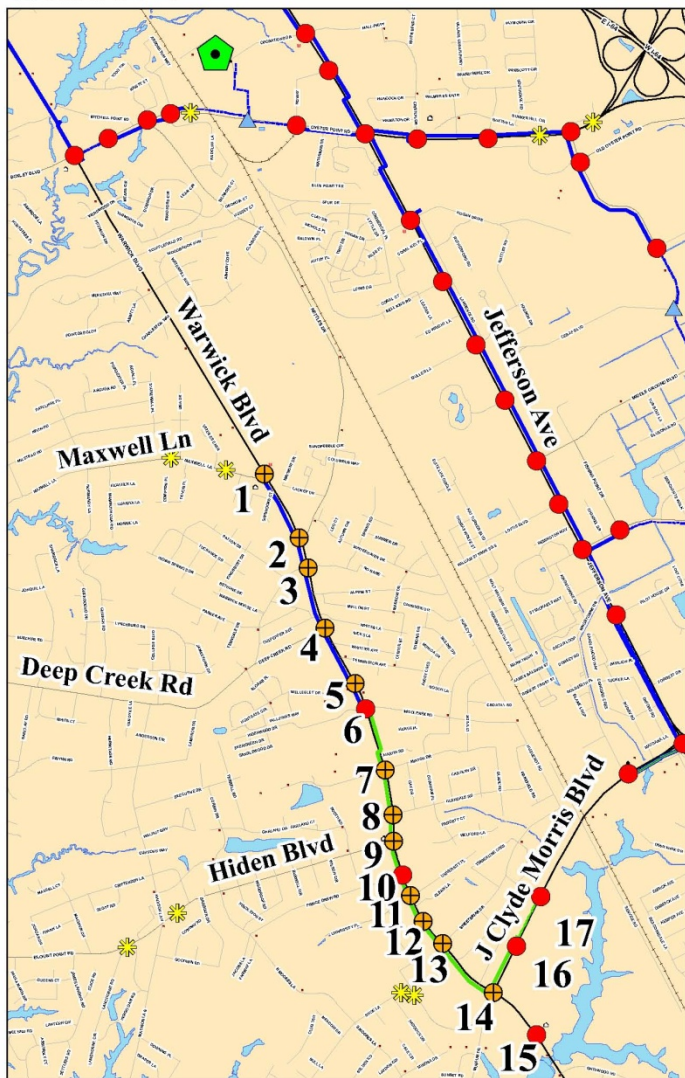
ARRA Signal System Integration Project

Reference 3

Name of Business, City, County, or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed (to include type of equipment, quantity of controllers, length and type of communications installed):			

Attachment A Task 1 - ARRA Project Area Map

Inset A



Prepared for:

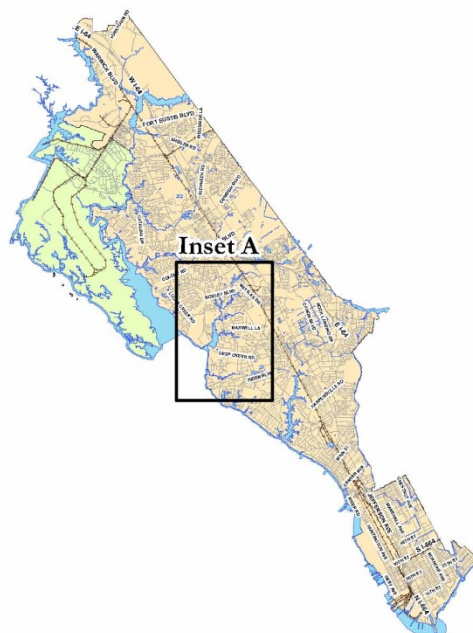
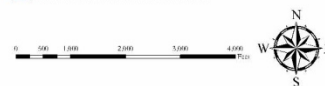


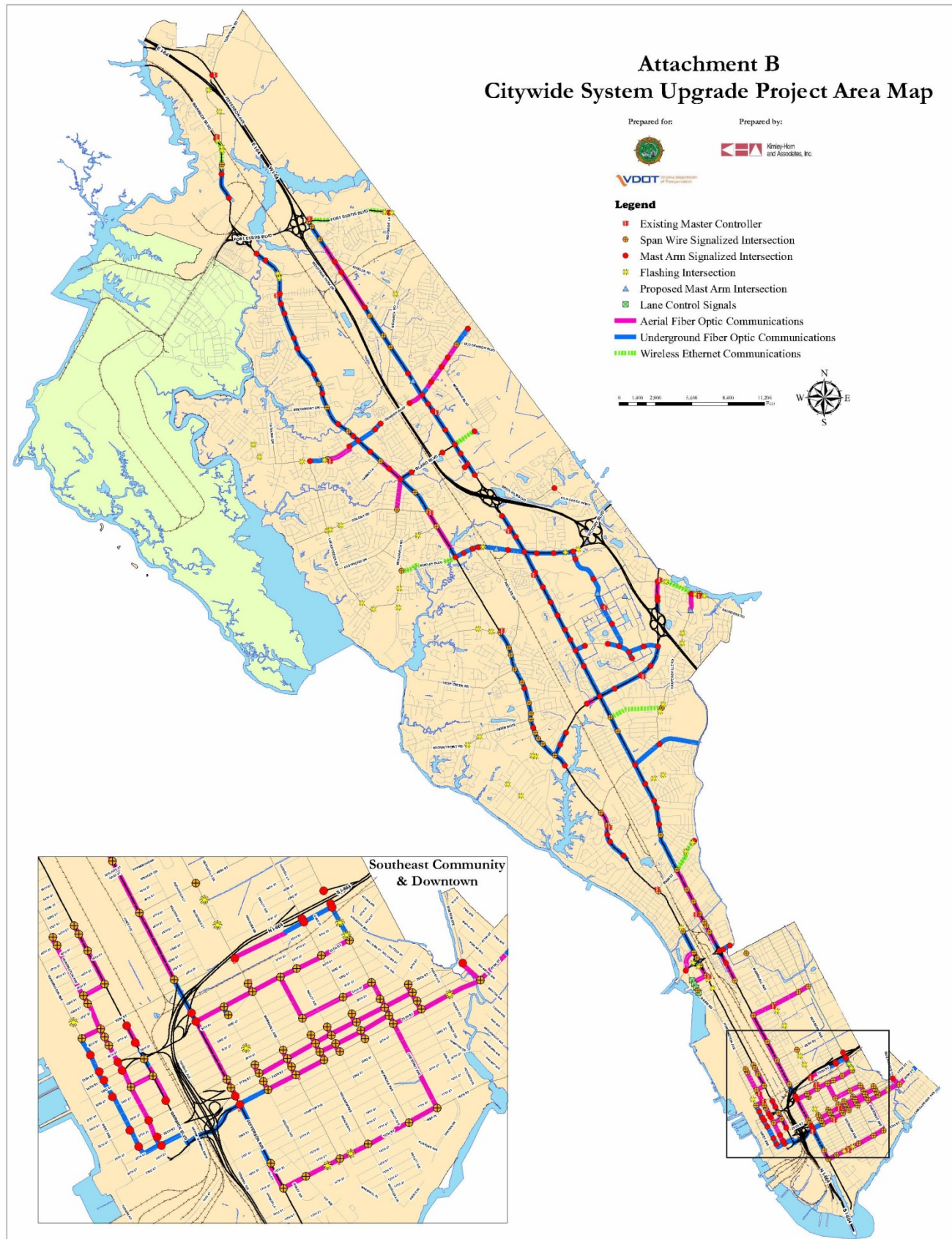
Prepared by:



Legend

- Traffic Operations Center
- Span Wire Intersection
- Mast Arm Intersection
- Flasher
- Future Intersection





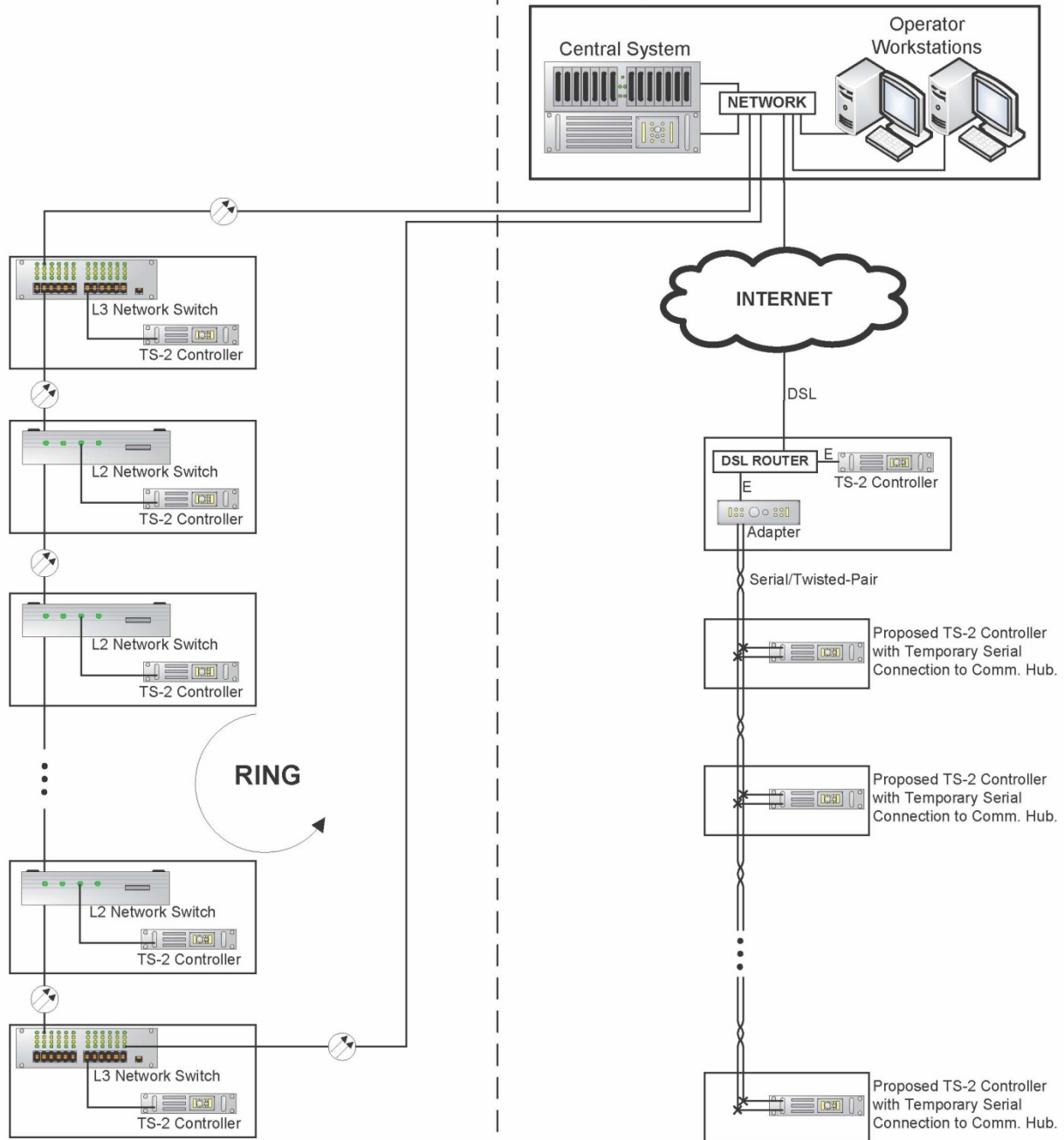
ATTACHMENT C: GENERAL COMMUNICATIONS LAYOUT

Newport News Signal System Upgrade Task 1 & Task 2 Project Activities

TASK 2 **Separate Field Contract**

TASK 1

Traffic Operations Center



ATTACHMENT D

TABLE OF **MANDATORY** FUNCTIONAL REQUIREMENTS

ARRA Signal System Integration Project

Req #	Mandatory Functional Requirement	Met by Proposed Solution (Yes/No)	Included in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)	Note
1	System Architecture					
1.1	The system shall support intersections with NEMA TS-1 cabinets (re-use existing) and NEMA TS-2 Type 2 controllers (new).					
1.2	The system shall support intersections with NEMA TS-2 cabinets (new) and NEMA TS-2 Type 1 controllers (new).					
1.3	The central system shall have a client-server architecture that accommodates multiple concurrent users.					
1.4	The network shall be based on a Gigabit Ethernet platform over single-mode fiber optic cabling or twisted pair copper wire configured in a ring topology with a switch at all field devices.					
1.5	The central system shall allow multiple users from one or more locations (i.e. both traffic management centers, field network locations, etc.) to access the system concurrently over an Ethernet-attached network interface, virtual private network (VPN) over the Internet, or via dial-up remote access telephone lines.					
1.6	Users shall be able to access the central system remotely via dial-up or VPN over the Internet. Web browser-based remote access shall also be supported.					

ARRA Signal System Integration Project

1.7	The system shall comply with the following National Communications for ITS Protocol (NTCIP) standards (including all applicable base standards referenced therein): NTCIP 1202: Object Definitions for Actuated Signal Control (ASC), and NTCIP 1203: Object Definitions for Dynamic Message Signs (DMS)					
1.8	The system shall accommodate at least 500 controllers (approx. 260 are currently planned).					
1.9	The system shall accommodate at least 100 ITS field devices.					
1.10	The system shall accommodate at least 100 control groups (i.e. coordinated systems).					
1.11	The system shall accommodate at least 500 system detectors.					
1.12	The system shall accommodate at least 20 concurrent users, including remote users.					
2	Local Intersection Controller Hardware					
2.1	Shall meet NEMA TS-2 standards for traffic controllers.					
2.2	Shall have a front panel multi-line alphanumeric backlit display to show all operational parameters and states.					
2.3	Shall have an alphanumeric keypad to allow the controller to be programmed without requiring a laptop.					
2.4	Shall store all timing and control parameters in flash memory. Settings shall not be lost during power outages.					
2.5	Shall have built-in 10-Base T Ethernet and Infrared ports.					

ARRA Signal System Integration Project

3	Local Intersection Controller Software					
3.1	The software shall be updatable from a computer or laptop via serial or Ethernet connections.					
3.2	Shall be able to receive time broadcasts from the central system software or a Network Time Protocol (NTP) server to update internal clocks.					
3.3	Shall support traffic control features such as 16 Vehicle Phases; 16 Pedestrian Phases; 4 Timing Rings; 16 Overlaps; 64 Detectors; 16 System Detectors, each with up to 10 different traffic response thresholds; 120 coordination plans, each with its own cycle length, offset and split					
3.4	Shall support Time-Base Control including 200 Events, 99 Day Programs, 10 Week Programs, 36 Exception Day Programs that can override normal day programs.					
3.5	Shall support Preemption/Priority Control including 6 Preemption Routines, 6 Priority Routines.					
3.6	Shall support logs including Local Alarm Log, Communications Fault Log, Detector Fault Log, System Detector Log, Measures of Effectiveness (MOE) Log, Detector Volume Count Log, Cycle MOE Log, Malfunction Management Unit (MMU) Fault Log (for NEMA TS-2 cabinets).					
3.7	Shall support Diagnostics & Status Displays including Monitor Compatibility Diagnostics, Monitor Field Status Diagnostics, Cycling Diagnostics, Detector Diagnostics, Port Message and Communication Status Displays, Hardware I/O Status Display, MMU Status Display.					

ARRA Signal System Integration Project

3.8	Should communication between the central system and a controller fail, the controller shall revert to its local TBC settings.					
3.9	Shall provide a smooth (greater than 2 cycles) transition from one timing plan to other and for reverting to a timing plan after a preemption or pedestrian call.					
3.10	The local controller software shall have the ability to map inputs and outputs in software and support internal logic control functions.					
4	Central System Hardware					
4.1	The servers shall be Microsoft Windows 2008 Server Standard Edition (or the equivalent of a later version if available) with standard database formats (i.e. SQL, Oracle, etc.).					
4.2	The client workstations and laptops shall be Microsoft Windows XP Professional (or the most recent version <u>after Vista</u> if available) and fully support installation of the City's Microsoft Office 2007 software.					
4.3	For system redundancy, primary servers shall be installed at City Hall with a warm standby backup set of servers installed at the Operations Center. The servers shall support file synchronization/mirroring at least once a day to minimize data loss in the event of primary server outage.					

ARRA Signal System Integration Project

4.4	A Network Time Protocol (NTP) clock using Global Positioning Systems (GPS) to maintain accurate time shall be provided. It shall be the NTP server on the LAN from which all devices obtain their time. A secondary/backup time server shall be established for the system using either publicly available NTP servers over the Internet, or via the City's intranet.					
4.5	Uninterruptible Power Supplies (UPS) shall be included that can support all central system components and shall initiate an orderly shutdown of all operating systems prior to loss of UPS power.					
5	Central System Database					
5.1	All system data shall be stored in a database management system (DBMS) back-end. The DBMS shall support common data exchanges with other databases using Open Database Connectivity (ODBC) or similar open exchange formats. All DBMS entries shall be checked for data type and allowable range to ensure data integrity.					
5.2	Users with appropriate access permissions shall be able to upload or download each controller's database to the DBMS. Uploads and downloads shall not interrupt normal operation of the controller, unless a download involves changes that require the controller to reinitialize. The system shall ensure an upload or download is done in full or not at all.					

ARRA Signal System Integration Project

5.3	The system shall allow the local controller database to be compared with the DBMS with discrepancies logged. The user shall be able to select which database to apply to resolve the discrepancy. A system-wide discrepancy report will be generated on a daily basis and automatically stored on the primary system servers.					
5.4	The system shall allow a user to make a copy of a controller database while removing site specific information (e.g., cross streets, identification number).					
5.5	The system shall allow the user to import and export timing plans to Synchro 7.0 or the most current version at the time the equipment is purchased.					
5.6	The system shall be able to download and store system detector data for off-line analysis. It shall store all data up to a user-specified time, overwriting older data.					
5.7	All databases shall be sortable by all fields, including the intersection primary and secondary street names.					
6	Central System Security and Reliability					
6.1	At initial startup, the system shall begin normal operation with no prior state information.					
6.2	The system shall save all data and end all processes in an orderly manner at user-initiated system shutdown.					
6.3	The system shall save all data and end all processes in an orderly manner upon shutdown of the operating system.					
6.4	Startup and shutdown operations shall be logged and/or initiate a user-defined alarm, where possible.					

ARRA Signal System Integration Project

6.5	The system shall recognize different levels of user permissions that allow user-configurable read and/or write access to various system functions as well as system menus and submenus. Three permissions levels to which users can be assigned shall be pre-configured: Administrator (full access), User (full access with the exception of low-level OS and system administration functions not needed on a daily basis such as setting user permissions, adding or removing system devices, etc.), and Limited user (read-only access)					
6.6	All login and logout activity shall be logged and retrievable on a per-user basis.					
6.7	The system shall have the ability to send alphanumeric messages in the form of pages and emails. The system shall be configurable to send messages at user-defined alarm conditions. The system shall allow the user to configure which number(s) and email address(es) are used for different alarm conditions. The system shall be configurable to send messages to different recipients at different times of day and day of the week. The system shall seek an affirmative response from message recipient. In the event such a response is not received within a pre-determined time frame. The system shall submit the messages to additional recipients.					
6.8	The system shall be able to broadcast time to servers, workstations, field controllers, and field devices at user defined intervals. Servers shall keep their system time synchronized with the NTP server at all times. Workstations shall synchronize their clocks to the NTP server at login or a system specified time.					
7	Central System Graphical User Interface					

ARRA Signal System Integration Project

7.1	The graphical user interface (GUI) shall be the primary means to access system features and displays. It shall conform to Microsoft Windows standards and be consistent, intuitive and easy-to-navigate. It shall make use of menus, dialog boxes and icons, to minimize reliance on a manual for most tasks.					
7.2	Keyboard shortcuts shall be provided for common system functions.					
7.3	The system shall use traffic engineering terminology throughout.					
7.4	Displays shall not affect system performance.					
7.5	The system shall support the display of a system map of the City of Newport News with icons denoting system devices and various status levels for different devices. The map will be dynamic in nature such that the background can be updated without reconfiguring the system device icons.					
7.6	System maps shall support a variety of vector and raster graphics formats as the background. Supported vector formats shall include: ESRI shape files, CAD drawings (.dwg, .dxf, .dgn), Spatial database engine (SDE) layers					
7.7	Supported raster file formats shall include: Bitmap (.bmp), JPEG (.jpg), Tagged Image File Format (TIFF) (.tif)					
7.8	The system map shall support panning and zooming.					

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7.9	The system map shall support multiple layers so that different types of background information can be turned on and off as desired. Panning and zooming shall not cause layers to misalign. For ESRI shape file layers, the user shall have the ability to change colors, fonts and line weights. The user shall be able to re-order layers without removing and re-adding.					
7.10	The user shall be able to set a minimum zoom level for each layer and system device on the map. This shall be the zoom level beyond which the layer or device is not viewable. This controls the level of detail/information shown when viewing a wide geographic area.					
7.11	Map icons shall be user-selectable and change in size commensurate with the zoom level.					
7.12	The system shall allow the user to define saved map views that can be selected later. For instance, users should be able to select a saved map view to quickly zoom to a particular control group or geographic area of the city.					
7.13	The GUI devices shall be selectable from the map so the user can view status and properties, or edit parameters or settings. The GUI icons shall update in real-time at a refresh rate of once per second to show high-level status such as the mode of operation at an intersection.					
7.14	The user shall be able to assign system detectors to directional links to show congestion levels based on the measurements of those system detectors and user-defined thresholds. Link congestion status shall be updated a minimum of once per second.					

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7.15	The map GUI shall provide a straightforward means to add devices to the map, remove devices from the map, or move devices on the map.					
7.16	The map shall support display of a user-editable legend defining icons.					
7.17	The user shall be able to assign hyperlinks to icons on the map so that clicking on the hyperlink automatically opens a web browser window to the specified URL (e.g. Intranet/Internet address).					
8	Central System Intersection Monitoring					
8.1	The system shall communicate with all on-street equipment at a minimum of twice-per-minute to monitor status.					
8.2	The system shall provide the user the ability to monitor individual intersections to view their operation and status in real-time. The user shall be able to view real-time operations for multiple intersections at the same time.					
8.3	The system shall provide the ability to view static intersection information in real-time. At a minimum, static information shall include intersection geometry (number of lanes, turn lane lengths, cabinet locations, pole locations, detector locations/zones, and ITS devices). The developing this static information shall make use of copy/paste functions from other intersections.					

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8.4	The system shall provide the ability to view dynamic intersection information in real-time. At a minimum, dynamic information shall include current plan, phase status, coordination status, alarm status (if any), pedestrian activity, and preemption/priority status. The refresh rate shall be once per second.					
8.5	The system shall include a time-space diagram viewer for a selected series of intersections that shows “green bands” for coordinated phase green times and offsets. The time-space diagrams shall also show the actual green usage for the previous cycle.					
9	Central System Traffic Control					
9.1	The system shall be distributed. The central software shall make the most use of the memory, processing and programming capabilities of the local controllers, storing timing plans and parameters in the local controller to the extent possible. However, the system shall have centralized traffic control functions, effectively acting as a master controller over multiple groups of intersections, where those group assignments can be changed by time-of-day or other traffic responsive thresholds.					
9.2	The system shall allow the user to manually override the current program in effect for any intersection or group. The manual override should be programmable to allow for override for a specified time period.					
9.3	The system shall allow the user to place an intersection or control group in flash mode by time-of-day and day-of-week.					

ARRA Signal System Integration Project

9.4	The system shall include a scheduler that allows the user to program time-of-day, day-of-week, and day-of-year schedules for each control group. Keeping with the principle of distributed control, the timing plans should be stored locally to the extent possible.					
9.5	The system shall provide a traffic-responsive plan selection (TRPS) algorithm that can initiate transition to a new timing plan based on user-defined thresholds of system detector measurements over a user-defined interval. The thresholds should allow for various inputs by time-of-day and evaluate data in increments of 10 for 15 minute intervals.					
9.6	The TRPS algorithm shall limit the amount of switching between plans that is allowed.					
9.7	The system shall be able to dynamically move intersections from one group to another by time of day, TRPS, or operator intervention.					
9.8	To accommodate future needs, the system shall be able to interface with local bus priority and emergency vehicle preemption functions. All priority and preemption activity shall be logged and easily reportable.					
10	Central System Status Monitoring					
10.1	The system shall monitor all field devices and log activity such as: Communication errors, Controller failure, Flash condition, Local and system detector status, Conflict monitor status, Pedestrian actuation, Conflicting local controller and system data, Local preemption, and Local manual control					

ARRA Signal System Integration Project

10.2	The system shall provide real-time status displays, refreshed once per second, with detailed information on the following: Controller status (e.g., mode, green phase(s), ring status), Coordination status, Preemption status, Time base status, Detector status, Malfunction Management Unit (MMU) status (for TS-2 Type 1 cabinets), and Group status					
10.3	The system shall be configurable to page numbers at user-defined alarm conditions. The system shall allow the user to configure which number(s) are paged for different alarm conditions. The system shall be configurable to page different numbers at different times of day and day of the week. The system shall support distribution to at least 50 different paging numbers, or provide an email-to-paging interface.					
11	Central System Reporting					
11.1	The system shall produce a variety of predefined reports to help users manage system performance. Reports shall include a high level of detail and be professional in appearance in order to not require substantial formatting before being distributed to stakeholders.					
11.2	Predefined reports shall include, at a minimum, for either intersections or control groups: Measures of effectiveness, Intersection detector volumes, System detector volume and occupancy, Communication faults, Detector faults, Local alarms, MMU faults, Group reports, Group traffic-responsive plan changes, Traffic-responsive system detector parameters and threshold comparisons					

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11.3	The system shall allow users to define custom reports from any database entry either from scratch or based on a predefined report.					
11.4	An event log shall record system activity by date and time. It shall be viewable, sortable, filterable and printable.					
12	Vendor Software Maintenance					
12.1	The vendor shall provide a renewable annual maintenance agreement to the City.					
12.2	The maintenance agreement shall include a minimum 80 hours of online, live technical support available between the hours of 9AM and 6PM eastern time.					
12.3	The vendor shall provide the ability to remotely log in to the system and provide remote diagnostics and trouble shooting.					
12.4	The maintenance agreement shall include the provision and on-site installation of software patches to correct bugs and defects. This may be done remotely if feasible					
12.5	The maintenance agreement shall include the provision and installation of upgrades and version releases of the software.					
12.6	The maintenance agreement shall include training to instruct system users on the enhancements and features of the software upgrades and releases.					

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12.7	The maintenance agreement shall include a minimum of one annual site visit by a certified technician or engineer to inspect the central system hardware and software. The inspection shall identify any deficiencies or issues and shall provide remedies for those issues covered under this agreement or other warranty vehicles. The inspection shall also provide an assessment of remedies and associated costs for issues not covered within the agreement.					
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ATTACHMENT E

TABLE OF **NON-MANDATORY** FUNCTIONAL REQUIREMENTS

Req #	Non-Mandatory Functional Requirement	Met by Proposed Solution (Yes/No)	Included in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)	Note
13	CCTV Subsystem					
13.1	The CCTV subsystem shall share the same user interface as, and be integrated with, the central system software.					
13.2	The CCTV subsystem shall be able to support 50 cameras (36 planned with room for future expansion).					
13.3	The CCTV video distribution system shall be digital, with field encoders and central office decoders. It shall support MPEG-2 and MPEG-4 video compression standards.					
13.4	The CCTV subsystem shall allow the user to view 10 full-motion video feeds simultaneously.					

13.5	The CCTV subsystem shall include logic for a control hierarchy. Higher priority users (based on login identification) shall be able to assume pan/tilt/zoom control over a lower priority user. Once assuming control of a camera, a user should be able to lock out lower priority users. After a user-configurable length of time of inactivity, the lock should end allowing any user to assume control. The interface shall indicate which login has control. After a predetermined period of inactivity, the CCTV subsystem shall support automatically returning to a default preset position.					
14	DMS Subsystem					
14.1	The DMS subsystem shall share the same user interface as, and be integrated with, the central system software.					
14.2	The system shall be able to support the use of 20 portable DMS simultaneously that will communicate with the central system via a cellular modem.					

14.3	The central software shall communicate with the signs via NTCIP standard.					
14.4	The user interface shall show the current message as shown on the sign and allow the user to select a message from a library for a given sign.					
14.5	The system shall poll for status and diagnostic information per the NTCIP standard and log errors and raise system alarms.					
14.6	The user interface shall support character-matrix, line-matrix, and full-matrix sign types.					
15	Traveler Information Subsystem					
15.1	The ATMS platform shall provide the ability to store and catalog video image snapshots for each City camera location on a periodic basis (i.e. once per minute) for the purpose of sharing with regional traveler information systems.					

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15.2	The ATMS platform shall provide the ability to track and update local construction, lane closures, and planned special event schedules to supplement 511 and other traveler information services.					
15.3	The ATMS platform shall provide the ability to track and update local detours (traffic or weather/flood related).					
15.4	The ATMS platform shall provide exchangeable data formats (i.e. XML, GIS shape files, etc.)					

TRAFFIC MANAGEMENT PLAN

UPC: 94431

VDOT Project No.: U000-121-197, P101

FHWA Project No.: ARRA-FS09 (093)

January 20, 2010

Introduction

The project scope consists of the upgrade of the City's central signal system hardware and software at 17 locations primarily along Warwick Blvd and J. Clyde Morris Blvd, as well as the integration with the entire Citywide signal system. In addition, this project will include deploying the city standard cabinet and controller in the field. City forces will install the field equipment including new controllers, cabinets, and temporary communications during the initial test bed. The City will use the selected vendor to supply equipment and integrate their entire signal system as the field upgrades and communications are performed by others. Integration services will include uploading data into the local controllers as well as testing that the local controller data once implemented in the field is communicating with the central system on an intersection, subsystem, and communication ring basis. This is a Type "A" no plans project.

TEMPORARY TRAFFIC CONTROL PLAN

General Notes

- The work will be carried out per notification by the Department of Engineering.
- Traffic shall be maintained along Warwick Boulevard and J Clyde Morris Boulevard in each direction at all times.
- The Department of Engineering will be responsible for traffic control. During signal downtime, temporary stop signs shall be installed at minor cross streets with the exception of the following intersections along Warwick Boulevard: J Clyde Morris Boulevard, Hiden Boulevard and Nettles Drive. At these intersections, police assistance will be used to direct vehicles and maintain safe traffic movement.

Special Details

There are no special details for this project that are not addressed in the contract by the "Limitations of Operation and Maintenance of Traffic" document, the Special Provisions, and the Virginia Work Area Protection Manual.

PUBLIC COMMUNICATIONS PLAN

- Emergency contact information: Call 911 for Newport News Police, HAZ-MAT etc.
- Appropriate signage will be installed in the project area as advance warning as necessary.
- Department of Engineering contact information: Call 757-926-8611 8am-5pm

TRANSPORTATION OPERATIONS PLAN

- 1) The following is a list of local emergency contact agencies:

City of Newport News Police dispatch	911
Emergency 911 Center	911
Haz-Mat Center (if spill involved)	911

- 2) Procedures to respond to traffic incidents that may occur in the work Zone:

- a) Contractor to notify Emergency 911 Center and construction inspectors.
 - b) Depending upon severity of incident, contractor may have to cease work.
 - c) Upon arrival on scene, Police to determine response necessary to allow traveling public around incident.
- 3) The Police will take control of the incident and direct its clearing and restoration to normal traffic conditions. If the incident has injuries or is a hazmat, Fire Department will control the incident.
- 4) The Police report of the incident will be reviewed by the Department of Engineering to determine if any modifications of the Temporary Traffic Control Plan are necessary. If it is determined that it is necessary to alter the plan, then a meeting will be called with the Contractor, Engineering project personnel, traffic safety representatives and the Police (if necessary) to discuss modification and implementation of an improved traffic control plan.

(c100II0-0609) 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 imperial unit projects and the *1996 Road and Bridge Standards* for metric unit projects. References to the “Virginia Work Area Protection Manual” shall refer to the *Virginia Work Area Protection Manual*, dated May 1, 2005 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 not 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.

5-20-09 (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)

PREDETERMINED MINIMUM WAGE RATES

Davis-Bacon Wage Rates

General Decision Number: VA100006 03/12/2010 VA6

Superseded General Decision Number: VA20080006

State: Virginia

Construction Type: Highway

Counties: Gloucester, Hampton*, James*, Mathews, Newport
News*, Poquoson*, Williamsburg* and York Counties in Virginia.

*INDEPENDENT CITIES

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

ARRA Signal System Integration Project

Modification Number Publication Date

0 03/12/2010

ELEC1340-004 04/01/2009

Rates Fringes

Electricians (Including

Traffic Signal

Installer/Maintainer).....\$ 22.72 7.83

* ENGI0147-018 05/01/2009

Rates Fringes

Power equipment operators:

Oilers/Greasers.....\$ 17.45 8.69%+5.64

SUVA1999-013 02/10/1999

Rates Fringes

Asbestos Worker/Heat and

ARRA Signal System Integration Project

Frost Insulator.....\$ 10.10

Carpenters (Structure).....\$ 12.07

Concrete Finisher.....\$ 10.74

Deckhand.....\$ 9.50

FENCE ERECTOR.....\$ 13.07

Flagger.....\$ 9.43

Form Setter.....\$ 9.88

Laborers:

Asphalt Rakers.....\$ 9.04

Construction Workers I

(Skilled Laborers).....\$ 8.93

Construction Workers II

(Laborers).....\$ 7.91

Landscape Workers.....\$ 7.36

Pipelayers.....\$ 9.13

Power Tool Operators.....\$ 13.75

Painter, Bridge.....\$ 11.99

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Power equipment operators:

Asphalt Distributor

Operators.....\$ 8.86

Asphalt Paver Operators.....\$ 10.11

Backhoe Operators.....\$ 11.02

Bulldozer Operators

(Utility).....\$ 9.94

Bulldozer Operators.....\$ 10.45

Concrete Finish Machine

Operators, Utility.....\$ 11.15

Concrete Finish

Machine/Screed Operators

(Bridge).....\$ 11.00

Concrete Paving Machine

Operators.....\$ 8.25

Crane, Derrick, Dragline

Operators

1 yd. & under.....\$ 13.79

Over 1 yd.....\$ 16.00

Crusher Tender Operators.....\$ 10.35

Drill Operators.....\$ 10.00

Excavator Operators.....\$ 12.00

Front-End Loader Operators

2 yds. & under.....\$ 9.82

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Over 2 yds.....	\$ 10.03
Fuel and Lubricant Service	
Truck Drivers.....	\$ 8.50
Gradall Operators.....	\$ 14.00
Grade Checkers.....	\$ 7.76
Hydro-Seeder Operators.....	\$ 8.00
Log Skidder Operators.....	\$ 15.00
Mechanics.....	\$ 13.04
Mobile Mixer Operators.....	\$ 10.71
Motor Grader Operators	
Fine Grade.....	\$ 12.43
Rough Grade.....	\$ 9.98
Pavement Marker Operators...	\$ 9.28
Pavement Marking Truck	
Operators.....	\$ 9.55
Pavement Planing Operators..	\$ 9.25
Pile Driver	
Leadsman.....	\$ 14.00
Operators.....	\$ 16.00
Pipe Boring/Jacking	
Machine Operators.....	\$ 8.38
Plant Operators.....	\$ 10.00
Roller Operators	
Finish.....	\$ 8.50
Rough.....	\$ 9.37

ARRA Signal System Integration Project

Scraper Pan Operators.....\$ 8.50

Shot Blast Machine

Operators.....\$ 9.00

Shovel Operator

2 yds. & under.....\$ 12.00

Over 2 yds.....\$ 12.13

Slip-Form Paver Operators...\$ 8.50

Slurry Seal Paver

Machine Operators.....\$ 9.00

Truck Drivers.....\$ 9.00

Stabilizer Operators.....\$ 7.94

Stone Spreader Operators....\$ 9.83

Subgrade Machine Operators..\$ 9.12

Tractor Operators

Crawlers.....\$ 9.26

Utility.....\$ 9.43

Transit Mix Truck Drivers...\$ 9.75

Trenching Machine Operators.\$ 10.88

Reinforcing metal workers.....\$ 16.80

Truck drivers:

Heavy Duty.....\$ 8.40

Multi, Tandem and Single

Rear Axle.....\$ 8.43

WATERPROOFER.....\$ 8.00

Welder.....\$ 13.70

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)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

ARRA Signal System Integration Project

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

ARRA Signal System Integration Project

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

A handwritten signature in black ink, appearing to read "E. Irving Manger". The signature is fluid and cursive, with the first name "E." being small and the last name "Manger" being larger and more prominent.

E. Irving Manger, Associate Administrator

Division of Wage Determinations

Wage and Labor Standards Administration

SF010CF-0309

FHWA 1273, MEMORANDUM AND CFR CHANGE

January 19, 2009

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) shall apply to this contract as well as the following:

☐ **FHWA memorandum with the subject titled “THE DISCONTINUANCE OF THE FHWA-45, FHWA-47 & FHWA-810”.** In accordance with this memorandum the Contractor shall be governed by the following:

The submission of Form C-50 (FHWA 47) which is used to fulfill the reporting requirements of Section VI, Record of Materials, Supplies, and Labor of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is no longer required on Federal Aid Construction Contracts. Only that part of Section VI of **FHWA 1273** is thus eliminated. All the other parts remain in effect.

☐ **CFR (Code of Federal Regulations) change regarding Employee Social Security Numbers and Addresses on Payrolls.** In accordance with the US Department of Labor regulations change in 29 CFR Parts 3 and 5 the Contractor shall be governed by the following:

Section V, Paragraph 2b of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

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FHWA-1273 Electronic version -- March 10, 1994

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

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

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are 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 will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion,

transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training

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

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

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

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

III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of

its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage

determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

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

3. Payment of Fringe Benefits:

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

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

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant

to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a

helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

6. Withholding:

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

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or

permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and

watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
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 SHA 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 SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each

subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII.SAFETY: ACCIDENT PREVENTION

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and

similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project: **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

* * * * *

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FHWA MEMORANDUM



U.S. Department of
Transportation

MEMORANDUM

**Federal Highway
Administration**

Subject: ACTION: The Discontinuance of the FHWA-45,
FHWA-47 & FHWA-810

Date: May 22, 2007

From: /s/ Original signed by

In Reply HIPA-10

Dwight Horne,

Refer to:

Director Office of Program Administration

To: Directors of Field Services

Division Administrators

Federal Lands Administrator

Effective immediately, Divisions and/or our State Transportation Agency (STA) partners will no longer be required to submit data to HIPA-10 that is collected as it relates to:

The FHWA-45, Bid Price Data¹,

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction

Involving Federal Funds², and

The FHWA-810, Bid Tabulation Data³

For several years, STAs have commented that the reports generated from the data collection efforts were of little utility and that there were statistical limitations, statistical significance, and accuracy issues with the data which were felt could result in misleading information. There was also a noted reporting burden on States and contractors. The suggestions have often been to eliminate the reporting requirements all together.

In 2003, the GAO conducted a review of the States' highway construction costs. As part of its review, the GAO reviewed FHWA's cost data collection requirements. In its discussions, the GAO also identified similar issues and concerns with the data series as discussed above. In a December 2003 report GAO made recommendations to FHWA to review the usefulness and accuracy and/or under reporting of the data collected.

As a result, FHWA has determined that it is appropriate to discontinue the reporting requirements for the FHWA 45, 47 and 810 as collection of this data for needed reports such as the "Highway Statistics" publication can be collected through other means. The main reasons for this decision are the strong disinterest in the data collection activities and comments provided to us by our STA partners suggesting that we are not collecting the data extensively enough to be of utility. We will also be going through an abridged regulatory update as appropriate to reflect this action.

Please contact Bob Wright, at 202-366-4630, to answer any questions and/or for additional information on this matter.

The FHWA 45, Bid Price Data, was collected on NHS projects over \$500,000. The FHWA 45 served as a means to compute the highway construction bid price index, which is published in the document "Price Trends for Federal-aid Highway Construction. The data was used in our "Highway Statistics" publication and by other outside sources, including its use by congressional committees in their deliberations on pending new highway legislation.

The FHWA 47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, was collected on all NHS projects over \$1,000,000. The FHWA 47 served as a means to

collect data related to the quantities of materials, supplies and labor used for various types of highway construction. The data reported on this form was used primarily to compute usage factors for these various materials, supplies, and labor. These factors were used to determine the economic impacts of cuts or increases in the cost of Federal-aid highway construction.

FHWA 810, Bid Tabulation Data was collected on all NHS projects. The needs for the FHWA 810 have been to compute national summaries on the largest contract awards and contract size statistics. The data was also used to produce state-by-state summaries on contracts awards, number of bids and average number of bids.

SF030AF-0708

Reissued July 2008

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 within 10 working days 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 in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of 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 though 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)

ARRA Signal System Integration Project

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

ARRA Signal System Integration Project

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 Isle 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.

ARRA Signal System Integration Project

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.	

S107HF0-0708

VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR

SECTION 107.15

January 17, 2008cc

Section 107.15 of the Specifications is replaced by the following:

Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)

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 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 VDOT's Road and Bridge Specifications and DBE Program rules and regulations.

All time frames referenced in this provision are expressed in workdays 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 workday.

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.

Miscellaneous DBE Program Requirements.

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.

Required Contract Provisions.

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.

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

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: www.Virginiadot.org/business/bu-civil-rights-support-specs.

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 Department of Minority Business Enterprises or VDOT in accordance with federal and VDOT guidelines. A directory listing of certified DBE firms can be obtained from Department of Minority Business Enterprises Internet website: www.dmb.state.va.us

DBE Program-related Certifications Made by Bidders\Contractors.

Bids will be considered non-responsive and will be rejected for failure to comply with the requirements of this Special Provision and the contract specifications. 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 certified 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 certified DBE participation in the proposed contract at or above the goal for certified DBE participation established by VDOT. It has submitted as a part of its bid a true, accurate, complete, and detailed written explanation of the good faith efforts it performed to meet the contract goal for certified DBE participation.
- (5) Once awarded the contract, the Contractor shall make good faith efforts to utilize certified DBE firms to perform work designated to be performed by certified 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.

Once a contract is awarded, 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 certified 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.

- (6) 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. If it is awarded the contract and if VDOT determines that as the Contractor, a DBE 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 goals 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.
- (7) In the event a bond surety takes over the completion of work after VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract goals as were required of the original prime Contractor in accordance with the requirements of this specification.

Designation of DBE Firms to Perform on Contract.

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 certified DBE firms that will participate in the contract, the specific line item(s) that each listed certified DBE firm will perform, and the creditable dollar amounts of the participation of each listed certified DBE. The specific line item must reference the VDOT line number and item number contained in the proposal. The bidder further certifies, by signing its bid, it has committed to use each certified DBE firm listed for the specific work item shown to meet the contract goal for certified 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 it proposes to sublet, it has made good faith efforts to seek out and consider certified 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.

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

- (1) When a 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 Engineer that it has made good faith efforts to do so.

When a 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.

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.

- (2) 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 (1) above, shall notify VDOT in writing before terminating and/or replacing the certified DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill certified 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 certified 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

- (a) Contractor's Written Request to Terminate DBE

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

- (i) The date the Contractor determined the certified DBE to be unwilling, unable, or ineligible to perform;
- (ii) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request;
- (iii) A brief statement of facts describing and citing specific actions or inaction by the certified DBE giving rise to the Contractor's assertion that the certified DBE is unwilling, unable, or ineligible to perform;
- (iv) A brief statement of the affected certified DBE's capacity and ability to perform the work as determined by the Contractor;
- (v) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the certified DBE to perform;
- (vi) The current percentage of work completed on each bid item by the certified DBE;
- (vii) The total dollar amount currently paid per bid item for work performed by the DBE;
- (viii) The total dollar amount per bid item remaining to be paid to the certified DBE for work completed, but for which the certified DBE has not received payment, and with which the Contractor has no dispute;

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

(b) 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 Engineer. The affected DBE firm may submit a response letter to the Department within two (2) working 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 the affected, committed DBE firm is unable or unwilling to continue the contract, and the Department will immediately approve the Contractor's request for a substitution.

(c) Proposed Substitution of Another Certified DBE

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

When a DBE substitution is necessary the Contractor shall submit in writing the name of another certified 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 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 merely superficial or pro-forma will not be considered good faith efforts to meet the contract goal for certified DBE participation. The Contractor must document the steps taken that demonstrate good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

Bidding Procedures.

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

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 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 2 hours after the time stated in the bid proposal for the receipt of bids.

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 attained as a part of its bid documents. The bidder shall then submit its good faith efforts within two (2) working days after the bid opening.

The lowest responsive and responsible bidder must submit its properly executed Form C-112 within two (2) working days after the bids have been opened and the determination of apparent lowest bidder. If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit good faith documentation, which must be received by the Contract Engineer within two (2) working days after official notification of such failure to meet the aforementioned DBE requirements.

Good Faith Efforts Described.

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:

- (1) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to certified DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily newspaper of general circulation; 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 on Department standard good faith documentation forms;
- (2) Selecting portions of the work to be performed by certified 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 perform these work items completely or with its own forces;
- (3) Providing interested certified 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;
- (4) Negotiating for participation in good faith with interested DBEs;
 - (a) 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;

- (b) A bidder using good business judgment should consider a number of factors in negotiating subcontractors, including certified 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 certified DBEs is not sufficient reason for a bidder's failure to meet the contract goal for certified 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;
- (5) A bidder cannot reject a certified DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The certified 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 certified DBE participation;
- (6) Making efforts to assist interested certified DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;
- (7) Making efforts to assist interested certified DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;
- (8) Effectively using the services of appropriate personnel from VDOT and from the Virginia Department of Minority Business Enterprises, (VDMBE); 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.

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.

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. 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.

If the lowest bidder is rejected for failure to submit required documentation, 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 Transportation Board (CTB).

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 certified written documentation of its good faith efforts made to meet the DBE contract goal as proposed by VDOT within the timeframe specified in this section of the provision. No extension of time for submittal of good faith effort documentation will be allowed. 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 certified DBE firm 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 and C-112 and good faith efforts as aforementioned, or face potential bid rejection. If a bidder does not submit its completed and executed C-111 or C-112 when required by this Special Provision the bidder's bid will be considered non-responsive and will 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) 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 for the Civil Rights, Scheduling and Contract and Procurement divisions, 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.

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 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 enjoinder 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 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 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 enjoinder 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.

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 certified DBE participation in accordance with the **Designation of DBE Firms to Perform on Contract** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the certified DBE firm itself or subcontracted by the certified DBE to other certified DBE firms.
- (3) When a certified DBE performs work as a participant in a joint venture, 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 certified 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 certified DBE's credit toward the DBE contract goal.

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 VDOT certified DBE. Work that a certified 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 certified participation.

- (4) The Contractor may count expenditures to a certified DBE subcontractor toward the DBE contract goal only if the certified DBE performs a Commercially Useful Function (CUF) on that contract.
- (5) A Contractor may not count the participation of a certified 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 certified DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies

obtained from a DBE certified by VDOT as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a VDOT 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 material, 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 certified 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 in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
- (b) A certified 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 certified 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 certified 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 certified DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the certified 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 material, 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.

- (6) A Contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not regular dealers or manufacturers for DBE program purposes:
- (a) The entire amount of fees or commissions charged by a certified 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.
 - (b) The entire amount of that portion of the construction contract that is performed by the certified 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 certified DBE for contract work, including supplies purchased or equipment leased by the certified DBE, except supplies and equipment a certified DBE subcontractor purchases or leases from the prime Contractor or its affiliates.
- (7) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a certified 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. Nor could a Contractor count costs for the removal or relocation of excess material from or on the job site when the certified DBE trucking company is not also the manufacturer of or a regular dealer in those materials and supplies. The certified DBE trucking firm shall also perform a 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.
- (8) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a certified 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 arranges for delivery of material, supplies, and equipment, or arranges project services but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site. A broker typically shall not purchase or pay for the material, supplies, or equipment, and if the broker does purchase or pay for those items those costs will be reimbursed in full. To receive DBE contract goal credit VDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

Performing a Commercially Useful Function (CUF)

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a certified 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 certified 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 certified DBE's own forces and equipment, and paying for those materials and supplies. The amount the certified DBE firm is to be paid under the contract shall be commensurate with the work the certified DBE actually performs and the DBE credit claimed for the certified DBE's performance.

Monitoring CUF Performance

It shall be the Contractor's responsibility to ensure that all certified 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 certified DBE firm fully performs the certified DBE's designated tasks with the certified DBE's own forces and equipment under the certified 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 involved, VDOT will presume that the DBE is not performing a commercially useful function and such participation will not be counted toward the contract goal.

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 certified DBE will receive credit for the total fair market value actually paid for transportation services the lessee certified 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. 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. In all, full DBE credit would be allowed for the participation of eight (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.

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 may be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

Verification of DBE Participation and Imposed Damages.

Within fourteen days after contract execution, the Contractor shall submit to the Engineer 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 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 shall 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. 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 month during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63 and certified on Form C-63A, or by copies of cancelled checks with appropriate identifying notations. Failure to provide the forms to the Engineer by the Contractor's monthly progress estimate date 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 Department's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the bidder as shown on Form C-32 or Form C-32A, or authorized by letter from the bidder. If certified 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.

The Contractor shall submit to the Engineer its progress schedule as required by Section 103.06 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 currently certified 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 timeframes, 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.

Documentation Required for Semi-final Payment.

On those projects nearing completion, the Contractor must submit Form C-63 and appropriate Form C-63A(s) marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the Engineer. The forms must include each certified DBE used on the contract work and the work performed by each certified DBE. The forms shall include the actual dollar amount paid to each certified DBE for the accepted creditable work on the contract and monies owed the certified DBE subcontractor. The forms 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 forms 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 certified DBEs, will accompany the forms, indicating the amount, including any retainage that remains to be paid to the certified DBE(s).

Documentation Required for Final Payment.

On those projects that are complete, the Contractor shall submit a final Form C-63 and Form C-63A(s) marked "Final" to the Engineer within thirty (30) days of final acceptance. The forms must include each certified DBE used on the contract and the work performed by each DBE. The forms shall include the actual dollar amount paid to each DBE for the creditable work on the contract and monies owed the DBE subcontractor. VDOT will use these forms 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 the DBEs were paid for that work. The Contractor shall acknowledge by the act of signing and filing the forms that the information is supplied to obtain payment regarding a federal participation contract.

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(a), and Section 109.10 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 109.08(b) of the Specifications.

If the Contractor fails to make payment of the subcontractor's portion of the work within the timeframe specified herein, the subcontractor shall contact the 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 109.08(b) of the Specifications.

The Department will withhold payment of the Contractor's monthly progress estimates until the Contractor ensures that the subcontractors have been promptly paid for the work that they have performed successfully and for which the Department has accepted and paid the Contractor.

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.

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 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 within ten (10) days after the bid opening. Failure of bidders to submit this form in the timeframe specified will be cause for rejection of the bid.

Summary of Remedies Available to VDOT

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:

Disadvantaged Business Enterprise (DBE) Program Requirements.

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

DBE Program-related Certifications Made by Bidders\Contractors

Bids will be considered non-responsive and will be rejected for failure to comply with the requirements of this Special Provision and the contract specifications. Where a contract exists and where the Contractor, a DBE 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 goals 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.

Bid Rejection

The failure of bidders 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 the bid.

If the lowest bidder is rejected for failure to submit required documentation, 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 Transportation Board (CTB).

Documentation and Administrative Reconsideration of Good Faith Efforts

During Bidding

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 and C-112 and good faith efforts as aforementioned or face potential bid rejection. If a bidder does not submit its completed and executed C-111 or C-112 when required by this Special Provision the bidder's bid will be considered non-responsive and will 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. 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 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.

Verification of DBE Participation and Imposed Damages for Non-compliance

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified timeframes, 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.

Prompt Payment Requirements

The Department will withhold payment of the Contractor's monthly progress estimates until the Contractor ensures that the subcontractors have been promptly paid for the work that they have performed successfully, and for which the Department has accepted and paid the Contractor.

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.

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.

(c100jr3-0110)

ARRA PROJECT REQUIREMENTS – The Contractor is advised this project has been identified by the Department for advertisement, award and construction subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (ARRA). Standard Special Provisions and Special Provision Copied Notes used for federal-aid projects will remain the same under this Act with additional requirements as stated herein after.

The following additional requirements will apply to all projects receiving federal funding under the American Recovery and Reinvestment Act of 2009 (ARRA):

The prime Contractor will be required to submit via electronic media (supplied by the Department), the total number of company\firm employees used on the job site, in the project office, in the home office, or teleworked from an alternate location, the number of hours they worked, and the payroll of all persons who performed work on this project for each month of project duration. Payroll includes only wages, and does not include overhead or indirect costs. The prime Contractor also will be required to report the same information stated above with regard to the work performed by all subcontractors used on the job site, in the project office, in the home office, or teleworked from an alternate location, regardless of tier, during the month. This requirement does not apply to material suppliers. The Contractor will be required to file this report, as directed by the Department, no later than the 10th of each month.

The prime Contractor will be required to submit to the Department the total dollar amount paid to DBE firms on this contract for each calendar month of project duration. The Contractor will be required to file this report on Form C-68 with the appropriate District Civil Rights Manager, as directed by the Department, no later than the 5th day of the month for the preceding month's activity.

The reporting criteria will be mandatory upon the Contractor and any subcontractors and must be accomplished within the timeframe(s) and to the full extent requested. Incomplete reporting of requested information will not be tolerated and will be interpreted as failure to meet the requirements of this provision and, therefore, subject to the sanctions contained herein. Failure to meet these requirements will result in the Contractor being disqualified from bidding on any future contracts for a period of 6 months in accordance with the provisions of Section 102.08 of the Specifications and any other remedy applicable and available under law.

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides the U.S. Comptroller General and his representatives with the authority to:

- (1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the ARRA provides authority for any representatives of the U.S. Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority

to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

State Requirement for ARRA projects

Executive Order 85 (2009) requires that all Contractors (prime) and subcontractors use the Virginia Workforce Connection (VWC) for the recruitment of all jobs created by the American Recovery and Reinvestment Act of 2009 (ARRA). The VWC is the state's official workforce development web site for employer vacancy listings. Attached are VEC instructions for posting jobs to this web site (Attachment A). For assistance from the Virginia Employment Commission (VEC), please call (804) 225-3116 or email at: StimulusJobs@vec.virginia.gov

Accountability for Proper Use of ARRA Funding

ARRA contains built-in measures to detect and prevent waste, fraud, or mismanagement of recovery/stimulus spending. ARRA provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice **on site (Whistleblowers Rights Protection Poster)** of the rights and remedies provided under this section of the Act.

Those protected include employees of non-federal employers receiving recovery funds, including State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or

law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- ☐ gross mismanagement of an agency contract or grant relating to recovery funds;
- ☐ a gross waste of recovery funds;
- ☐ a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- ☐ an abuse of authority related to the implementation or use of recovery funds; or
- ☐ a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Additional information and poster details are available at:
<http://www.oig.dot.gov/whistleblower-protection>.

2-01-10 (SPCN)

ATTACHMENT A

Executive Order 85 – Job Posting Processes

Commonwealth of Virginia and Stimulus Funded Jobs

In accordance with Executive Order 85, the Virginia Employment Commission provides the following instructions for posting vacancies to the Virginia Workforce Connection (VWC) for Commonwealth of Virginia jobs and for contractor and sub-recipient job vacancies funded by the American Recovery and Reinvestment Act (ARRA).

Commonwealth of Virginia Job Postings in the Recruitment Management System (RMS)

1. Job vacancies will be automatically imported from RMS into VWC.
2. Executive agencies, colleges and universities who post job vacancies via RMS require no other action to comply with the Executive Order.

Contractors and Sub-recipients receiving ARRA Funds Job Postings Instructions AND Commonwealth of Virginia Job Postings NOT in (RMS)

These employers will access the VWC and enter their ARRA job postings. If the employer does not have a VWC account, one must be created. The account and posting may be created on-line.

☐ Access the VWC at <https://www.vawc.vec.virginia.gov>

If you have a VWC account:

- Enter your user ID and password.
- Click the **Sign In** button.

Post a Job Order	• Click Manage Jobs from the Quick Menu. • Click Create a New Job Order. • Select the occupation for the job order and click Continue. • Select job order Location and Contact. • Select and confirm the required skills. • Record job order details. • Click Save. • On existing job orders, click the job order title to view and modify it. • Click Copy to create a copy of the current job order.
-------------------------	---

If you do not have a VWC account:

- Click the Not Registered? Link.
- Click Register, Click Employer.
- Create a unique user ID and password.
- Fill in required (*) fields.
- Click the **Post a Job** button; answer the Stimulus question as noted in the box above.

For assistance from the VEC, please call (804) 225-3116 or email at StimulusJobs@vec.virginia.gov

S102CF1-0309

VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR

USE OF DOMESTIC MATERIAL

February 26, 2009

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 final payment 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.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

BASIC HOURLY RATES PAID BY CONTRACTOR

Contractor: _____	Vendor No.: _____
Project No.: _____	CONTID. No.: _____
FHWA No.: _____	County/City of _____
Decision No.: _____	_____
Report Period Ending Date: _____	_____

List number of employees in each classification and basic hourly wage rates paid. **DO NOT INCLUDE FRINGE BENEFITS.** Do not show overtime rates. Include employees of all sub contractors.

23-26	(Computer Code)	27-28	30-33	34-36	37-40	41-43	44-47	48-50	51-54	55-57	58-61
0110	Asbestos Worker	@			@		@		@		@
0100	Asphalt Raker	@			@		@		@		@
2400	Blaster	@			@		@		@		@
0200	Carpenter, Structure	@			@		@		@		@
0300	Carpenter, Structure Helper	@			@		@		@		@
0400	Concrete Finisher	@			@		@		@		@
0500	Concrete, Finisher Helper	@			@		@		@		@
1510	Construction Worker I (Skilled Laborer)	@			@		@		@		@
1500	Construction Worker II (Laborer)	@			@		@		@		@
0550	Deckhand	@			@		@		@		@

0600	Electrician		@			@			@			@	
0625	Electrician Helper		@			@			@			@	
0800	Flaggers		@			@			@			@	
1000	Fence Erector		@			@			@			@	
0900	Form Setter		@			@			@			@	
7200	Grade Checker		@			@			@			@	
1010	Guardrail Erector		@			@			@			@	
1600	Landscape Worker		@			@			@			@	
1700	Mason, Structure		@			@			@			@	
1800	Mechanic		@			@			@			@	
4500	Oiler, Greaser		@			@			@			@	

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
BASIC HOURLY RATES PAID BY CONTRACTOR

Project No.:

Contractor:

23-26	(Computer Code)	27-28	30-33	34-36	37-40	41-43	44-47	48-50	51-54	55-57	58-61
2000	Painter	@			@		@		@		@
2100	Painter, Helper	@			@		@		@		@
2200	Pile Driver, Leadsman	@			@		@		@		@
2300	Pipe Layer	@			@		@		@		@
2310	Plumber	@			@		@		@		@
2320	Plumber, Helper	@			@		@		@		@
1100	Reinforcing Metal Worker	@			@		@		@		@
1200	Reinforcing Metal Worker Helper	@			@		@		@		@
2550	Sheet Metal Worker	@			@		@		@		@
2500	Sign Erector	@			@		@		@		@
1300	Structural Worker	@			@		@		@		@
1400	Structural Worker Helper	@			@		@		@		@
8000	Traffic Signal Installer/ Maintenance	@			@		@		@		@
8010	Traffic Signal Installer/	@			@		@		@		@

	Maintenance Helper										
0425	Waterproofer	@		@		@		@		@	
6600	Welder	@		@		@		@		@	
6610	Welder, Certified	@		@		@		@		@	
2700	Air Compressor Operator	@		@		@		@		@	
2800	Asphalt Distributor Operator	@		@		@		@		@	
2900	Asphalt Paver Operator	@		@		@		@		@	
3000	Backhoe Operator	@		@		@		@		@	
3100	Bulldozer Operator	@		@		@		@		@	
3200	Bulldozer Operator (Utility)	@		@		@		@		@	
3300	Concrete Finish Machine Screed Operator (Bridge)	@		@		@		@		@	
3500	Concrete Paving Machine Operator	@		@		@		@		@	

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
BASIC HOURLY RATES PAID BY CONTRACTOR

Project No.:

Contractor:

23-26	(Computer Code)	27-28	30-33	34-36	37-40	41-43	44-47	48-50	51-54	55-57	58-61
3400	Concrete Finish Machine Operator	@			@		@		@		@
3550	Concrete Pump Operator	@			@		@		@		@
6700	Concrete Saw Operator	@			@		@		@		@
3600	Crane, Derrick, Dragline Operator (1-cm & under)	@			@		@		@		@
3700	Crane, Derrick, Dragline Operator (over 1-cm)	@			@		@		@		@
3800	Crusher tender Operator	@			@		@		@		@
3900	Drill Operator	@			@		@		@		@
6800	Excavator Operator (Gradall Operator)	@			@		@		@		@
4100	Front End Loader Operator (2-cm & under)	@			@		@		@		@
4200	Front End Loader Operator (over 2-cm)	@			@		@		@		@
4210	Fuel & Lubricant Service Truck Driver	@			@		@		@		@
6900	Hydro-Seeder Operator	@			@		@		@		@
6910	Log Skidder Operator	@			@		@		@		@

6920	Mobile Mixer Operator		@		@		@		@		@
4300	Motor Grader Operator (Fine Grade)		@		@		@		@		@
4400	Motor Grader Operator (Rough Grade)		@		@		@		@		@
4050	Pavement Marking Truck Operator		@		@		@		@		@
4060	Pavement Marking Operator		@		@		@		@		@
2910	Pavement Planing Groundman		@		@		@		@		@
2905	Pavement Planing Operator		@		@		@		@		@
4600	Pile Driver Operator		@		@		@		@		@
4610	Pipe Boring /Jacking Machine Operator		@		@		@		@		@
4620	Boom /Auger Operator		@		@		@		@		@

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
BASIC HOURLY RATES PAID BY CONTRACTOR

Project No.:

Contractor:

23-26	(Computer Code)	27-28	30-33	34-36	37-40	41-43	44-47	48-50	51-54	55-57	58-61
4700	Plant Operator	@			@		@		@		@
4800	Power Tool Operator	@			@		@		@		@
4900	Roller Operator (Rough)	@			@		@		@		@
5000	Roller Operator (Finish)	@			@		@		@		@
5100	Scraper Pan Operator	@			@		@		@		@
5110	Shot Blast Machine Operator	@			@		@		@		@
5200	Shovel Operator (2-yd & under)	@			@		@		@		@
5300	Shovel Operator (over 2-yd)	@			@		@		@		@
5325	Slip-Form Paver Operator	@			@		@		@		@
5350	Slurry Seal Paver Machine Operator	@			@		@		@		@
5375	Slurry Seal Paver Truck Operator	@			@		@		@		@
5400	Stablizer Operator	@			@		@		@		@
5500	Stone-Spreader Operator	@			@		@		@		@
5600	Subgrade Machine Operator	@			@		@		@		@
5700	Tractor Operator	@			@		@		@		@

(Crawlers)

5900	Transit Mix Truck Driver	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6000	Trenching Machine Operator	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6100	Truck Driver Heavy Duty (over 7 c.y.)	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6200	Truck Driver Heavy duty (7 c.y. & under)	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6300	Truck Driver (Multi-Rear Axle)	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6310	Truck Driver (Tandem Rear Axle)	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6400	Truck driver (Single rear Axle)	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____
6410	Vacuum Machine Operator	_____	@	_____	_____	@	_____	_____	@	_____	_____	@	_____	_____

I certify that the above information is correct and corresponds with payroll records for this project for the period

Signed: _____

Date _____
(Contractor Representative Signature)

This report is to be submitted every 90 days covering all employees working during that period.

For Departmental Use Only

Number and Rates Reviewed by: _____

(Name)

(Title)

12-8-04

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

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

FEDERAL PROJECT NO. _____ **DATE SUBMITTED** _____

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within ten (10) calendar days after the opening of bids.

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 NECESSARY.

BIDDER MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

COMMONWEALTH 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 _____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**DBE GOOD FAITH EFFORTS DOCUMENTATION**

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.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

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

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO.

DATE SUBMITTED

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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

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO.**DATE SUBMITTED**

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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.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO.

DATE SUBMITTED

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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 WHICH 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

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO.**DATE SUBMITTED**

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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 110.04) 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.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO.**DATE SUBMITTED**

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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.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO.**DATE SUBMITTED**

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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.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. DATE SUBMITTED

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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
--

U.S. DEPARTMENT OF
LABOR
Wage and Hour and Public
Contracts Division**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STATEMENT OF COMPLIANCE**Form Approved
Budget Bureau No. 44-R1093

Date _____

I, _____, do hereby state:
(Name of signatory party) (Title)(I) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)the _____; that during the payroll period commencing on the _____ day of _____
(Building or work)
20 _____ and ending the _____ day of _____, 20 _____, all persons employed on said project have been paid the full weekly
wages earned, that no rebates have been or will be made directly or indirectly to or on behalf of said _____
from the full weekly wages earned by any person and that no deductions have been made
(Contractor or Subcontractor)either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations,
Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948.63 Stat. 108, 72
Stat. 967; 76 Stat. 357; 40 USC. 276c), and described below:(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete: that the
wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the
work he performed.(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a
State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States
Department of Labor.

(4) That:

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

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

or

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits

Remark	

as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
-------------------	-------------

Name and Title

Signature

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States code.

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment to the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount pre-determined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straighttime rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicated that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds or programs as fringes.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
HIGHWAY CONSTRUCTION CONTRACTORS MONTHLY EEO REPORT**

PROJECT NO
CONTRACT ID. _____

REPORT for the MONTH & YEAR of

NO. _____

1. CHECK APPROPRIATE BLOCK CONTRACTOR SUBCONTRACTOR		2. NAME AND ADDRESS OF FIRM		3. FEDERAL AID PROJECT NUMBER		4. TYPE OF CONSTRUCTION	
5. COUNTY AND STATE		6. PERCENT COMPLETE		7. BEGINNING CONSTR. DATE		8. DOLLAR AMOUNT OF CONTRACT	
						9. ESTIMATED PEAK EMPLOYMENT	
						MONTH & YEAR (a)	
						NO. OF EMPLOYEES (b)	

10. EMPLOYMENT DATA

Table A														Table B				
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN or ALASKAN NATIVE		ASIAN or PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS, Managers																		
SUPERVISORS																		
FOREMAN/WOMEN																		
CLERICAL																		
EQUIP. OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
Table C																		
APPRENTICES																		
ON THE JOB TRAINEES																		

11. PREPARED BY: _____
(Signature and Title of Contractors Representative)

_____ Date

12. REVIEWED BY: _____
(Signature of Project Inspector)

_____ Date

Summarize new Hires for current Month indicating minorities, non-minorities and women by job categories (use additional forms if needed)(See page 2 for instructions)

INSTRUCTIONS

THIS REPORT IS TO BE SUBMITTED TO THE DEPARTMENT BY EACH CONTRACTOR AND COVERED SUBCONTRACTOR EACH MONTH FOR THE FIRST THREE MONTHS OF THEIR WORK. SUBCONTRACTORS ARE TO REPORT CONTRACT AND EMPLOYMENT DATA PERTAINING TO THEIR SUBCONTRACT WORK ONLY.

THE STAFFING FIGURES TO BE REPORTED UNDER EMPLOYMENT DATA MUST REPRESENT THE PROJECT WORKFORCE ON BOARD IN WHOLE OR IN PART FOR THE LAST PAYROLL PERIOD PRECEDING THE END OF THE MONTH.

THE STAFFING FIGURES TO BE REPORTED IN TABLE A MUST INCLUDE JOURNEY-LEVEL MEN AND WOMEN, APPRENTICES, AND ON THE JOB TRAINEES AS INDICATED.



U.S. Department
of Transportation
**Federal Highway
Administration**

NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

“Whoever, being an officer, agent, or employer 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 costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of 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 a material fact in any statement, certificate, or report submitted pursuant to the provisions of the Federal-Aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented,

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

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

(Federal-aid projects only)
State Highway Department

(Both Federal and Federal-aid projects)
**Federal Highway
Division Administrator**

(Both Federal and Federal-aid projects)
**Department of Transportation
Office of Inspector General
Toll free Hotline
1-800-424-9071**

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE AND SWAM PAYMENT COMPLIANCE REPORT**

Page(s) _____ Of _____
(1a) Report No. _____
(1b) Period Ending _____

(2a) Federally Funded

(2b) State Funded

(2c) Order No. **(2 d)** Date of Execution _____

(2e) Contractor/Subcontractor _____

(2f) Route No. _____

(2 g) Project No. _____ **(2h)** Contract Id. No. _____**(2i)** FHWA No _____**(2j)** District _____

(3) DBE and SWAM Firm Name, Certification No.	(4) Tax I.D. No.	(5) DBE and SWAM Category	(6) Allowable Credit of Contract or Agreement	(7) Allowable Credit		(8) Disallowed Credit (VDOT Use Only)		(9) Type of Work (Indicate Item Numbers & Work Description)
				(7a) This Quarter	(7b) To Date	(8a) This Quarter	(8b) To Date	
Total Dollar Amount Paid by Quarter and To Date by DBE and SWAM Category			DMBE					
			DWBE					
			SBE					
			WBE					
			MBE					

All "amounts paid" to certified DBE and SWAM firms are to be reported and submitted by VDOT's quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.

Signature and Title of Company Official _____

Date _____

Print Name and Phone Number of Individual
Completing Report _____

SWAM: SBE – Small Business

MBE – Minority-Owned Business
WBE – Woman-Owned Business**6. Allowable Credit of Contract or Agreement**

Dollar value of contract or agreement to be performed by the DBE and SWAM during the contract or agreement which is allowable for participation credit.

7a. Allowable Credit This Quarter Dollar amount that can be credited for work performed in reporting quarter.

7b. Allowable Credit To Date Dollar amount that can be credited for work performed since work commenced.

8a. Disallowed Credit This Quarter

Dollar amount of payment paid to DBE and SWAM that is NOT allowable for participation credit in reporting quarter.

8b. Disallowed Credit To Date Dollar amount of payment that is NOT allowable for participation credit since work commenced.

9. Type of Work (Indicate Item Numbers)

State work item(s) performed and give description.

Effective July 1, 2007, All Form C-63s for a particular reporting period shall be submitted in an electronic format to the respective person in responsible charge in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Quarter	Reporting Period	Date Due To Responsible VDOT Residency
1 st	July 1 – September 30	Five (5) working days after the reporting period
2nd	October 1 – December 31	Five (5) working days after the reporting period
3rd	January 1 – March 31	Five (5) working days after the reporting period
4th	April 1 – June 30	Five (5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT Responsible Charge District Office on the following business day.

Please be advised that the information that you have placed on the Form C-63 (PDF format) will not save to the file when you close the file. **To save your information while using the PDF format, you must use the correct procedures outlined below.**

Step #1 CLICK ON “File”

Step #2 CLICK ON “Save A Copy”

Step #3 **CLICK ON “Save A Blank Copy”**

Step #4 ENTER your “**Firm Name**” as the File Name

Step #5 ENTER the “**Order Number**” (see line 2c on Form C-63)

Step #6 ENTER **Underscore (_)**

Step #7 ENTER "Report Number" (see line 1a on Form C-63)

Step #8 ENTER "Quarter Ending" (see line 1b on Form C-63)

Step #9 ENTER the “Year” (last two digits only)

Step #10 ENTER “.pdf” as the appropriate file ending

Firm Name: Vdot Construction Co.
Order No.: A01
Report No.: 5
Quarter Ending: 1 st Quarter (Jul.1 – Sept. 30)
Year: 07

C Forms Page 24

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
**CONTRACTOR/SUBCONTRACTOR
EQUAL EMPLOYMENT OPPORTUNITY
INFORMATION REQUEST**

This report is developed to reflect the Total Employment of each Contracting firm performing Highway Construction Work in Virginia. It is to be used as a tool in evaluating the Contractor's posture to ensure equal employment opportunity. The requested information is to be submitted to the Responsible Charge Engineer prior to releasing the project for construction and is required of each subcontractor as part of the subletting request.

NAME OF COMPANY _____ CONTRACTOR _____
ADDRESS _____
SUBCONTRACTOR _____
FIRMS EEO OFFICER _____

Official Title

TOTAL COMPANY EMPLOYMENT AS OF _____ (updated report required each 6 months)

MONTH YEAR

EMPLOYMENT DATA

Report all permanent, temporary or part-time employees. Enter the appropriate figures on all lines and in all columns. Include apprentices and on-the-job trainees in appropriate job category totals.

Job Categories	All Employees			Minority Group Employees									
	--- (Col. 2+3)	m	(3)	Male					Female				
				1-2. Black American	3. Asian/Indian American	4. Asian/Pacific American	5. Native American	6. Hispanic American	7. Black American	8. Asian/Indian American	9. Asian/Pacific American	10. Native American	11. Hispanic American
Officials & Managers													
Professionals (Engr. Etc.)													
Supervisors													
Foremen													
Clerical													
Equipment Operators													
Mechanics													
Truck Drivers													
Ironworkers													
Carpenters													
Cement Masons													
Electricians													
Pipefitters, Plumbers													
Painters													
Laborers (Unskilled)													
Other													
Total													
(Include all company employees enrolled in formal on-the-job training programs)													
ON THE JOB TRAINEES	Operator												
	Craftsm												

I certify that the employment data shown above represents the ethnic composition of the firm's employment.

Prepared by _____
Signature

Title

Date

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
TRAINEE ENROLLMENT FORM
ON-THE-JOB TRAINING**

Date _____ Route _____ Federal Project Number _____

Project No: _____

Contract Id. No. _____

Contractor _____

Subcontractor _____

Name of
Social Security

I

*Trainee Program Selected
Apprenticeship-DOL

VTCA-VDOT

Address _____

Other _____

*Explain and attach training schedule

Asian & Pacific Islanders _____ identification _____ White _____ Black _____ American Indian or Alaskan Native _____
Hispanic _____

Vietnam Era Yes _____ No _____ Age _____ Sex _____

Trainee Job _____ Length of Training _____ Hours _____

Date Training _____

Trainee Minimum Wage \$ _____ for _____ Hrs. Trainee is: New _____

(Show actual wage rates \$ _____ for _____ Hrs. Upgrade _____

be paid by \$ _____ for _____ Hrs. Upgrade from: _____

Wage Rate \$ _____ after completion _____

Summary of previous Training: (Show approximate hours of previous training received in this or similar classification

as per interview with the Trainee) _____

Trainee Signature

Contractor Representative

Project Inspector

Title

Approval

District Civil Rights Manager

Copies Contractor
Residency Administrator
Project Inspector

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**WEEKLY TRAINEE REPORT**

REPORT NO. _____

WEEK ENDING _____ DATE _____

PRIME _____ SUB _____ CONTRACTOR _____

PROJECT NO. _____ CONTRACT ID. NO. _____

NAME OF TRAINEE	CODE	CLASSIFICATION	DAY OF WEEK							TOTAL HOURS WKLY	RATE OF PAY	TOTAL HOURS	REMARKS --- STATUS
			S	M	T	W	T	F	S				
			HOURS WORKED EACH DAY										

I certify that, to the best of my knowledge and belief, the above hours are correct. INSPECTOR _____ CONTRACTOR _____

SIGNATURE

SIGNATURE _____

Date _____

Orig.: Area Construction Engineer cc: _____

Project Inspector _____

District Civil Rights Manager _____

**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 EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR 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.

STATEMENT. 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 _____, this ____ day of _____, 20 ____
County (City), STATE

(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 ____

My Commission expires _____

Notary Public

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 _____, this ____ day of _____, 20 ____
County (City), STATE

(Name of Firm)

By: _____
(Signature)

Title (print)

**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.

(Continued)

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 judgement 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 bidders 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

**COMMONWEALTH OF TRANSPORTATION
VIRGINIA DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS**

PROJECT NO:

FHWA NO:

*****INSTRUCTIONS*****

SECTION II OF THIS FORM IS TO BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **NOTE:** IF 100% OF AN ITEM IS NOT TO BE PERFORMED OR FURNISHED BY THE DBE, DESCRIBE THE PORTION AND PERCENTAGE TO BE PERFORMED OR FURNISHED BY THE DBE.

SECTION I:

DBE REQUIREMENT

0%**SECTION II:**

PERCENT ATTAINED BY BIDDER

%

NAME(s) AND
CERTIFICATION NO. OF
DBE(s) TO BE USED

TYPE OF WORK & ITEM NO(s)

PERCENT
OF
WORK

AMT. OF
ALLOWABLE
CREDIT PER ITEM

TOTAL: \$

Total Contract Value

X Required DBE

% =\$

I/WE CERTIFY THAT THE PROPOSED DBE (S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT, I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

BIDDER

By

SIGNATURE
TITLE

By

DATE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENTProject No.: ____
Federal Project No.:

It is hereby certified by the below signed Contractors that there exists a written quote acceptable to both parties 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. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) working 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 two parties 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.

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).

DBE/WBE Contractor _____

By: _____
Signature Title
Date: _____

Prime Contractor: _____

By: _____
Signature Title
Date: _____

Note: 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.

