

JOB DESIGNATION: Shenandoah County, Ramseur's Hill Site – Phase II: Trail Extension
Fisher's Hill Battlefield & Valley Pike

VDOT Number: EN08-085-124, P101, R201, M501

VDOT UPC Number: UPC 91231

COMMONWEALTH OF VIRGINIA
SHENANDOAH VALLEY BATTLEFIELDS FOUNDATION
SHENANDOAH COUNTY



Project Manual

COMPANION TO CONSTRUCTION DRAWINGS, DATED: June 1, 2013

Prime Consultant:
HILL STUDIO, P.C.
David P. Hill, Landscape Architect
120 West Campbell Avenue
Roanoke, VA 24011
Tel # 540-342-5263
Fax # 540-345-5625

Civil Engineer:
WILEY & WILSON
Tim Wagner, Civil Engineer
127 Nationwide Drive
Lynchburg, VA 24502
Tel: 434-947-1901
Fax: 434-947-1659

Owner's Representative:
Shenandoah Valley Battlefield Foundation
John Hutchinson, V, AICP
298 W. Old Cross Road
New Market, VA 22844
Tel: 540-740-4545

Hill Studio Commission No. 0948.17

Address all questions to Prime Consultant.

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PROJECT MANUAL

For

Shenandoah County, Ramseur's Hill Site – Phase II: Trail Extension
Fisher's Hill Battlefield & Valley Pike

Sealed Bids Due:

Thursday, May 22, 2014 by 2pm
(Local Prevailing Time)

Location: Shenandoah Valley Battlefield Foundation office
9386 South Congress Street
New Market, Virginia 22844.

Pre-Bid Conference Will Be Held:

Thursday, May 1, 2014 at 2pm

Location: Ramseur's Hill Battlefield
Fishers Hill, Virginia 22626

SHENANDOAH COUNTY

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**PROJECT MANUAL FOR
SHENANDOAH COUNTY, RAMSEUR’S HILL SITE – PHASE II: TRAIL EXTENSION
FISHER’S HILL BATTLEFIELD & VALLEY PIKE**

EN08-085-124, P101, R201, M501 (UPC 91231)

This contract shall be constructed in accordance with the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007; and *Road and Bridge Standards*, dated 2008, revised 2011; the *Virginia Work Area Protection Manual*, dated January 2011; and Special Provisions and Special Provision Copied Notes as listed herein.

Special Provision Copied Notes are designated with (SPCN) after the date.

Note: The information enclosed in parenthesis at the left of each Special Provision Copied Note is for Department use and information only. The information in the upper left corner above the title of each Special Provision is for Department use and information only.

Invitation for Bid
Notice to Bidders

BIDDING DOCUMENTS

Bid Proposal and Contract Vendor Sheet
Supplemental Conditions, Instructions and Information
Bid Form Spreadsheet Proposal (Base Bid)
VDOT Form C-7
VDOT Form C-43
VDOT Form C-48
VDOT Form C-49
VDOT Form C-104
VDOT Form C-105
VDOT Form C-111
VDOT Form C-112

I. SPECIAL PROVISIONS FOR CONTRACT REQUIREMENTS:

- A. c100112 VDOT SSs SPs SPCNs (Local Admin) VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs) 12-1-11 (SPCN)
- B. cu105000a Work Zone Traff Control Pers Req. PERSONNEL REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL 6-11-09a (SPCN)
- C. c105hf1 Subcontracting (Fed funded) SECTION 105.06 SUBCONTRACTING 12-19-08 (SPCN)

- D. SF001AF Predetermined Min Wage Rates **PREDETERMINED MINIMUM WAGE RATES** (Davis Bacon Wage Determination) Reissued 01-04-2013
- E. SF010DF-0712 FHWA 1273 **FHWA 1273, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** May 1, 2012
- F. SF030AF Notice Reqd – Affirm Action EEO **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)** Reissued July 2008
- G. S107HF1-0211 **SECTION 107.15 USE OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)** December 10, 2010
- H. S102CF1 Domestic Material (Fed funds) **USE OF DOMESTIC MATERIAL** February 26, 2009
- I. **SECTION 103 AWARD AND EXECUTION OF CONTRACTS**
- J. **SECTION 109 MEASUREMENT AND PAYMENT**
- II. SPECIAL PROVISIONS FOR TECHNICAL REQUIREMENTS**
 - A. SPEC. PROV. FOR SECTION TREE PROTECTION AND TRIMMING
 - B. SPEC. PROV. FOR SECTION 301 – CLEARING AND GRUBBING
 - C. SPEC. PROV. FOR SECTION 603 - SEEDING
 - D. SPEC. PROV. FOR SECTION CAST-IN-PLACE CONCRETE
 - E. SPEC. PROV. FOR SECTION WOOD SITE STRUCTURES
 - F. SPEC. PROV. FOR SECTION TRAIL SURFACE CONSTRUCTION
 - G. SPEC. PROV. FOR EXTERIOR SIGNS

END OF TABLE OF CONTENTS

INVITATION FOR BID

The Shenandoah Valley Battlefields Foundation is requesting sealed bids for the construction of site improvements including new pedestrian trails, approximately 3000 lf in length. The improvements consist of construction of new grass trails, construction of stabilized stone trails, drainage improvements, and carpentry improvements including site furnishings and trail edgings. Also included are improvements to site signage which consist of constructing and installing site identification, directional, regulatory and interpretive signs.

This project is funded by the Federal Highway Administration (FHWA) Intermodal Surface and Transportation Efficiency Act (ISTEA) program through the Virginia Department of Transportation (VDOT), and has DBE requirements. The Shenandoah Valley Battlefields Foundation is administering ISTEA funds. The Foundation has obtained approval of the plans and specifications from VDOT. The drawings and specifications contained in the bid package can be submitted for your review and bid consideration.

One (1) original of the sealed bid will be received by **2pm** (local prevailing time) on **Thursday, May 22, 2014** in the Office of the Executive Director, 9386 South Congress Street, New Market, VA 22844. Any response received after that time and/or date will be returned to the offeror unopened. Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows:

*“Shenandoah Valley Battlefields Foundation Bid Proposal for
Ramseur’s Hill Trails – Phase II: Trail Extension”*

Potential bidders are invited to attend a **non-mandatory** pre-bid meeting on **Thursday, May 1, 2014 at 2pm** at the Ramseur’s Hill Battlefield site.

Plans and specifications are available at no cost in downloadable format through Hill Studio. IF hard copies are desired, there is a **\$55 non-refundable** deposit, and a **\$35 non-refundable** express shipping charge, in the form of **two separate** checks to obtain 1 set of plans and specifications. Bid documents may be picked up at the office of Hill Studio, 120 West Campbell Ave., Roanoke, VA 24011, 540-342-5263 or sent via Overnight Carrier. Copies of the bidding documents will be on file and open to inspection at:

Shenandoah Valley Battlefields Foundation
9386 South Congress Street
New Market, VA 22844
Tel: 540-740-4545

Valley Construction News
428 West Campbell, Ave, SW
Roanoke, VA 24016
540-344-8127

Shenandoah County Planning Department
600 North Main Street, Suite 107
Woodstock, VA 22664-1855
540-459-6190

Shenandoah Valley Battlefields Foundation shall provide the mechanism for the evaluation of all information received, the final determination of responsible offerors and reserves the right to waive informalities and irregularities and to accept or reject any or all bids.

Any award will be contingent on the approval of the Commissioner.

Any deviations or alternates must be submitted, in writing, with your bid. Deviations or alternates discovered after bid award or material receipt, not stated in your bid, shall be grounds for disqualification and nullification of order.

Individuals with disabilities who require assistance or special arrangement in order to participate in delivering the proposal, please contact the Shenandoah Valley Battlefields Foundation Executive Director's Office. We require that you provide at least 48 hour notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation of assistance which may be required for your participation.

**SHENANDOAH VALLEY BATTLEFIELDS FOUNDATION
NOTICE TO BIDDERS**

As matter of information, the bidder's attention is directed to the points noted herein. Every point enumerated below is fully covered by proposal documents that describe them in detail and title lists incorporated here are merely a partial enumeration of the provisions which have been frequently misinterpreted. Bidders should check their proposal against all requirements as strict compliance with all provisions is mandatory.

1. One original proposal must be filed with Shenandoah Valley Battlefields Foundation, 9386 South Congress Street, New Market, VA 22844 prior to the time designated in the Notice of Advertisement for Bids.
2. The name of the Firm submitting the bid must be shown on the proposal and envelope exactly as it appears on the Certificate of Qualification, and the proposal must be signed by an authorized representative of the Firm.
3. All prices must be typed or written in ink.
4. Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.
5. Proposals conditioned by proposed alternates, other than those specified or permitted, or by reserving the right to accept or reject an award or to enter into a contract pursuant to an award will not be considered.
6. Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.
7. A bid total must be shown in each space provided for same.
8. A five (5%) percent bid bond or certified check at base bid amount must be submitted with bid and must be signed by the Surety and an authorized representative of each Firm.
9. Joint venture proposals must show the Firm Name of each party and be signed by an authorized representative of each Firm.
10. All attachments included in the Proposal must be returned complete as issued.
11. A 4% DBE (Disadvantaged Business Enterprise) goal should be achieved for this project. If 4% is not achievable the contractor shall submit Form C-49 DBE Good Faith Efforts Documentation. Failure to submit this documentation and demonstrate an adequate good faith effort may result in the bid being considered non-responsive.
12. The following forms when incorporated in the proposal must be signed by an authorized representative of file Firm:

Form C-7	Bid Form
Form C-43	Sublet (If Applicable)
Form C-48	Subcontractor / Supplier Solicitation and Utilization Form

(cont.)

Form C-49	DBE Good Faith Effort Forms if applicable
Form C-104	Bidder Statement (Federal Funded Projects)

Form C-105
Form C-111
Form C-112

Bidder Qualification (Federal Funded Projects)
Minimum DBE Requirements
Certification of Binding Agreement

BIDDING DOCUMENTS

JOB DESIGNATION: Shenandoah County, Ramseur's Hill Site – Phase II: Trail Extension
Fisher's Hill Battlefield & Valley Pike

VDOT NUMBER: EN08-085-124, P101, R201, M501

VDOT UPC NUMBER: UPC 91231

BID PROPOSAL AND CONTRACT

SHENANDOAH VALLEY BATTLEFIELDS FOUNDATION

Sealed Bids Due: **Thursday, May 22, 2014 by 2pm** and opened immediately thereafter.

Submitted By: _____

Vendor Number or FIN#: _____

Shenandoah Valley Battlefields Foundation
Executive Director's Office
9386 South Congress Street
New Market, VA 22844

READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER.

GENERAL CONDITIONS ARE FOUND IN THE AIA101-2007 "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR – STIPULATED SUM". This document can be reviewed on-line at www.etnews.org/docs/AIA-A201.pdf. A hard copy will accompany the contract. **BELOW ARE SUPPLEMENTAL CONDITIONS AND CLARIFICATIONS.**

SUPPLEMENTAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "BID DOCUMENTS", bid number and the name of the item being bid and received at the Shenandoah Valley Battlefields Foundation no later than the specific time for the bid opening. Failure to timely submit such bid shall disqualify the bidder and such bid will be returned to the bidder unopened.
- b) Unless otherwise specified, bidders must use the invitation to bid form furnished by the Foundation. When responding to a bid, all bid documents, including the invitation and the specifications, must be returned. Failure to do so shall be grounds for rejection of the bid.
- c) Bids having any erasures or corrections must be initialed in ink by the bidder. Bids must be signed in ink, by an authorized officer of the company. (Such authorization shall be a part of the bid document). All quotations must either be typewritten or printed in ink.
- d) Unless otherwise specified, bids must be submitted both separately and as an aggregate and in each event shall contain the grand total of the bid.

2. PRICES TO BE FIRM:

The bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for 90 days from the bid opening.

INVOICES:

Invoices for items ordered, delivered and accepted by the Shenandoah Valley Battlefields Foundation must be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices must show the purchase order/contract number.

3. PERFORMANCE BOND:

At the time of or prior to the execution of the contract, the Foundation reserves the right to require the successful bidder to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the Shenandoah Valley Battlefields Foundation, in the amount of the contract price.

4. INSURANCE: The Contractor shall furnish the Owner certificates of insurance for liability as follows:

- I. Worker's Compensation:
 - A. State: Statutory.
 - B. Applicable Federal (e.g. Longshoremen's): Statutory.
 - C. Employer's Liability: \$1,000,000.
- II. Comprehensive General Liability (including Premises-Operations; Independent Contractor's; Protective; Products and Completed Operations; Broad Form Property Damage):
 - A. Bodily Injury:
 - \$1,000,000: Each Occurrence;
 - \$1,000,000: Annual Aggregate.
 - B. Property Damage:
 - \$1,000,000: Each Occurrence;
 - \$1,000,000: Annual Aggregate.
 - C. Products and Completed Operations to be maintained for 1 year after Substantial Completion.
 - D. Property Damage Liability Insurance shall provide for X (explosion), C (collapse), and U (underground) Coverage.
- III. Contractual Liability;
 - A. Bodily Injury:
 - \$1,000,000: Each Occurrence;
 - B. Property Damage:
 - \$1,000,000: Each Occurrence;
 - \$2,000,000: Combined Annual Aggregate.
- IV. Personal Injury, with Employee Exclusion deleted:
 - \$1,000,000: Each Occurrence;
- V. Comprehensive Automobile Liability:
 - A. Bodily Injury:
 - \$250,000: Each Occurrence;
 - \$500,000: Each Occurrence.
 - B. Property Damage:
 - \$100,000: Each Occurrence.
- VI. Other Coverage:
 - A. Umbrella Liability Policy in an amount of \$1,000,000.

5. BUSINESS LICENSE: The Contractor shall have or obtain a business license with Shenandoah County.

6. DELIVERY POINT:

Unless other-wise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the Foundation.

7. CASH DISCOUNTS:

In determining the award of a bid, cash discounts for prompt payment will be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

8. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall conform to or exceed the specific project specification for that material.

9. ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, the Foundation reserves the right to refuse and return material, at the Contractor's expense.

10. DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made within seven (7) calendar day of the time specified on the Invitation to Bid form and the contractor has not notified the Owner of such delay, the Foundation reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the Contractor in default, and to disqualify the Contractor from bidding on future Foundation contracts.

11. DEFAULT PROVISION:

In case of default by the bidder or contractor, the Foundation reserves the right to send direct notification to the bonding agent. Depending on the bonding agent's response, the Foundation shall have the sole discretion to procure the articles or services from other sources. The defaulting bidder or contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

12. PRICING:

In the event of discrepancy between the total pricing and unit prices, the Foundation in its sole discretion, shall determine the bid price.

13. COPYRIGHTS OR PATENT RIGHTS:

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The bidder agrees that Shenandoah Valley Battlefields Foundation shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

14. FEES INCLUDED IN BID PRICE:

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

15. TAX EXEMPTION:

Shenandoah Valley Battlefields Foundation is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Foundation will furnish a certificate of tax exemption. Such exemption may not be transferred to the Contractor for the execution of the Work.

16. CERTIFICATION AND ABILITY:

Shenandoah Valley Battlefields Foundation reserves the right to request from the bidder, a separate manufacturer's certification of all statements made in the proposal. The Foundation may request any or all bidders to furnish proof of experience, ability and financial standing.

17. SIGNED BID CONSIDERED AN OFFER:

THIS INVITATION TO BID MUST BE SIGNED AS HEREIN PROVIDED.

Submission of this signed invitation shall be considered an offer by the bidder or contractor to sell the items or services as required in the specifications. All bids are subject to approval by the Foundation. In the case of default by the bidder or contractor after acceptance of a bid, Shenandoah Valley Battlefields Foundation may take such action as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

18. **NOBID:**

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure to return to the Foundation a bid proposal may cause your name to be removed from our listing.

19. **COMPLIANCE WITH LAWS:**

The bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. Shenandoah Valley Battlefields Foundation shall be held harmless from any liability resulting from non-compliant actions by the Bidder or Contractor.

20. **ACCEPTANCE OR REJECTION OF BIDS:**

Shenandoah Valley Battlefields Foundation reserves the right to accept or reject any or all bids or proposals. The Foundation reserves the right to award the base bid items or base bid items and any alternates or any combinations as shall best serve the interest of the Foundation.

The award of the contract will be based on the lowest responsive and responsible total BASE BID.

Pre-Acceptance Completion of the entire project shall be 180 consecutive calendar days from the date of commencement of the Work as established in a Notice to Proceed. A punch list will be developed at this milestone. Final Completion shall be achieved within 30 consecutive calendar days after the date of Pre-Acceptance Completion, when all punch list items have been addressed to the satisfaction of the Architect.

21. **RULING LAW:**

This invitation to bid and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia.

Should there be a conflict in the agreement, standard condition, or instruction "inserted" in this document and any Federal special provision shall be ruled in favor of the Federal special provision. Since there are federal dollars on this contract (project), all Federal special provisions shall take precedence over all locally "inserted" requirements if there is a conflict.

22. **NONDISCRIMINATION PROVISIONS:**

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona-fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all

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

23. QUESTIONS REGARDING THE BID:

Any questions should be directed to:
David P. Hill, ASLA, Project Manager
Hill Studio
120 West Campbell Avenue
Roanoke, VA 24011
(540) 342-5263

24. CLARIFICATIONS

In use of VDOT's Standards and Conditions:

1. Substitute "Owner," who is Shenandoah Valley Battlefields Foundation, for the term "Department"
2. Substitute "Project Manager" who is David P. Hill, ASLA, or his design team representative, for "Engineer".

25. SPECIAL INSTRUCTIONS

ADA:

Individuals with disabilities who require assistance or special arrangements in order to participate in bidding, please contact the Foundation's Executive Director. We require that you, provide at least 48 hours notice so that reasonable efforts may be made to provide the proper arrangement. You may be requested to specify the nature of any accommodation or assistance which may be required for your participation.

Antitrust:

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

Assignment of Contract:

A contract shall not be assignable by the contractor in whole or in part without the written consent of Shenandoah Valley Battlefields Foundation.

Immigration Reform and Control Act of 1986:

By signing this bid, the bidder certifies that his firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Anti-Collusion Certification:

By my signature on the face of this bid/offer, I certify that this bid/offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid/proposal and certify that I am authorized to sign this bid/proposal for the bidder/offeror.

Laws and Regulations:

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Kickbacks:

I certify and warrant that by my signature on this solicitation, neither I nor the bidder/offeror for whom I am authorized to act has offered or received any kickback from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with bid/offer on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Debarment:

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

CONTRACT:

Any contract resulting from this offer shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document. The form of agreement to be used for this project shall be AIA 101-2007, entitled: “Standard Form of Agreement between Owner and Contractor – Stipulated Sum.”

_____ BY _____

(NAMES OF INDIVIDUAL(S), FIRMS(S) OR CORPORATION AND ADDRESS) SIGNATURE (TITLE)

(VIRGINIA CONTRACTOR CLASS & LICENSE NUMBER

_____ BY _____

(NAMES OF INDIVIDUAL(S), FIRMS(S) OR CORPORATION AND ADDRESS) SIGNATURE (TITLE)

(VIRGINIA CONTRACTOR CLASS & LICENSE NUMBER

Fisher's Hill Battlefield and Valley Pike Trail
Phase II: Ramseur's Hill Trail Extension
 January 27, 2014

Hill Studio Comm.No. 0948.17

Project # EN08-085-124, P101, R201, M501 (UPC 91231)

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE		EXTENSION		
				Dollars	Cents	Dollars	Cents	
CONTROL OF WORK								
	Construction Stakes, lines, and Grades - Base Bid Items	1	ls					
	Flagging/Traffic Control (during construction of concrete entrance apron)	50	hrs					
MOBILIZATION								
	Mobilization	1	ls					
DEMOLITION								
	Remove exist fence and return to owner	400	lin.ft.					
	Remove exist. Concrete Apron and Cattle Guard	1	ls					
	Clear brush & small trees, herbicide stumps/ roots	3.5	acres					
	Silt fence (Around stockpile sites and in locations directed by Landscape Architect)	3000	lin.ft.					
	Tree protection fence	1000	lin.ft.					
SERVICE ENTRANCE and BATTLEFIELD ROAD FENCE IMPROVEMENTS								
	Construction Entrances	2	LS					
	Regular Excavation (at service road entrance and new cattle guard location)	45	cu.yd.					
	Gate & Assemblies	3	ea					
	Post and Wire Fence	3000	lin. ft.					
	Concrete entrance apron	1	ea.					
	New Concrete Cattle guard	2	ea.					
	2-2.5" caliper Shade Trees/ Mulch/ Fertilizer	12	ea.					
	Grass Mix Seed	25	lb					
	Fertilizer	12.5	lb					
	Lime	50	lb					
TRAIL F								
	Regular Excavation (4" depth)	15	cy					
	Engineered Borrow Topsoil and Limestone Sand with Turf Reinforcement Fiber System (6" prior to compaction)	20	cy					
	Grass Mix Seed	30	lb					
	Fertilizer	15	lb					
	Lime	50	lb					
TRAILS H and J								
	Regular Excavation (4" depth)	126	cy					
	Borrow Topsoil (additional 2" to supplement compaction)	65	cy					
	Limestone Sand with Turf Reinforcement Fiber System	126	cy					
	Grass Mix Seed	200	lb					
	Fertilizer	100	lb					
	Lime	525	lb					
TRAILS G, I								
	Regular Excavation (not to exceed 2" depth in treeline)	100	cy					
	Woven Geotextile Fabric	703	sy					
	Borrow for Trail Shoulders/ Fill (offsite)	325	cy					
	Base Course - Aggregate 6" 21-B	141	ton					
	Top Course - Granite Fines	70.5	ton					
	4" Perforated Pipe	1150	lin. ft.					
	Stabilized Shoulder Limestone Sand Aggregate	83	cy					
	Timber Edging	500	lin. ft.					
	Water Bar (logs and rip/ rap)	6	ea					
	Metal Edging around interperative pads	75	lf					
	Grass Mix Seed (Along first 100' of trail as it enters woods)	50	lb					
	Fertilizer	25	lb					
	Lime	150	lb					
Miscellaneous								
	Timber Bench	3	ea					
	Seeding Disturbed areas used for staging, access lanes, and cleared of invasives	700	lb					
	Fertilizer	350	lb					
	Lime	2100	lb					
TOTAL BASE BID (of all items listed this page and proceeding page):								

Fisher's Hill Battlefield and Valley Pike Trail
Phase II: Ramseur's Hill Signage - Additive Bid 1
 September 26, 2013

Hill Studio Comm.No. 0948.17

Project # EN08-085-124, P101, R201, M501 (UPC 91231)

ITEM #	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE		EXTENSION	
					Dollars	Cents	Dollars	Cents
NEW SIGNS								
		Secondary Site Sign (foundation, stone base, and sign)	1	Is	\$	-	\$	-
		Wood Bollards (for Directional / Regulatory Sign Plates)	8	Is	\$	-	\$	-
		Directional / Regulatory Sign Plates (installed and attached to wood bollards)	13	Is	\$	-	\$	-
		*Trail Head Sign, Stanchion and Frame	1	Is	\$	-	\$	-
TOTAL ADDITIVE BID 1 (of all items listed this page):							\$	-

* Note: Unit prices for signs include costs for Printing, Fabrication, and Delivery & Installation

Project # EN08-085-124, P101, R201, M501 (UPC 91231)

ITEM #	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE		EXTENSION	
					Dollars	Cents	Dollars	Cents
DEMOLITION & REPAIR								
		Remove 2 Existing Interpretive panels (BY/ OWNER, NOT IN CONTRACT)	0	lin.ft.	\$	-	\$	-
		Sand and Re-Paint/ Refurbish 2 Existing Interpretive Sign Panels	2	ls	\$	-	\$	-
NEW SIGNS								
		*Interpretive Sign Panels (Panels)	10	ls	\$	-	\$	-
		Metal Interpretive Sign Stanchions and Frames	8	ls	\$	-	\$	-
TOTAL ADDITIVE BID 2 (of all items listed this page):							\$	-

* Note: Unit prices for signs include costs for Printing, Fabrication, and Delivery & Installation

ORDER NO.:
CONTRACT ID. NO.:

Form C-43
Rev. 7-13-05

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S PROPOSAL TO SUBLET*
(To be submitted with Bid Proposal)**

PROJECT NUMBER:

Submitted By _____
(Firm Name)

Date Bid Submitted _____

By signing this bid, the bidder proposes to sublet to a prequalified Contractor the following designated Dollar Amounts:

Name of Subcontractor	Dollar Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	TOTAL \$ _____

This form and information is to be submitted by the prime Contractor with his bid proposal in order to be granted prequalification credit for work proposed to be subcontracted. A substitution of Subcontractors may be permitted only upon written request and approval by the Department.

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 _____

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

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

BIDDER _____ SIGNATURE _____

TITLE _____

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

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

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

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

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 _____

**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 _____

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

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

BIDDER _____ SIGNATURE _____

TITLE _____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN 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 _____

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

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

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

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

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

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 _____

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 _____

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

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

BIDDER _____ SIGNATURE _____

TITLE _____

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

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

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

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

ORDER NO.:
CONTRACT ID. NO.:

Form C-104
Rev. 7-13-05

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: _____ Title (print)
(Signature)

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: _____ Title (print)
(Signature)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
Rev. 7-13-05

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)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

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 VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. _____

FHWA NO. _____

***** INSTRUCTIONS *****

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 4 %

PERCENT ATTAINED BY BIDDER _____ %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
	SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

Project No.:

Federal Project No.:

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

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

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

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

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

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

Prime Contractor _____

By: _____
Signature Title

Date: _____

First Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

DBE Contractor

By: _____
Signature Title

Date: _____

I

SPECIAL PROVISIONS FOR CONTRACT REQUIREMENTS

SPECIAL PROVISIONS

NOTES

SPECIAL REQUIREMENTS AND SUPPLEMENTS TO THE *2007 ROAD AND BRIDGE SPECIFICATIONS*

FOR THE CONSTRUCTION OF:

SHENANDOAH COUNTY, RAMSEUR'S HILL SITE – PHASE II: TRAIL EXTENSION FISHER'S HILL BATTLEFIELD & VALLEY PIKE

VDOT #: EN08-085-124, P101, R201, M501

VDOT UPC Number: UPC 91231

VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)

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

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

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

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

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

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as “dual unit measurement” documents. Such a “dual unit measurement” is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis “()” or brackets “[]” where parenthesis is used in the sentence to convey other information. Where a “dual unit measurement” appears in VDOT documents, the unit that applies shall be in accordance with the system of measurement as stated elsewhere in this contract. The unit shown that is 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.

12-1-11 (SPCN)

(c103i00-1213)

SECTION 103—AWARD AND EXECUTION OF CONTRACTS of the Specifications is amended as follows:

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

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

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

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

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

11-20-13 (SPCN)

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

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

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

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

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

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

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

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

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

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

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

(c105hf1-0309)

SECTION 105.06 SUBCONTRACTING of the Specifications is amended to include the following:

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

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

12-19-08 (SPCN)

General Decision Number: VA140128 01/24/2014 VA128

Superseded General Decision Number: VA20130139

State: Virginia

Construction Type: Highway

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

*INDEPENDENT CITIES

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

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014

SUVA2013-001 09/20/2013

	Rates	Fringes
ASBESTOS WORKER.....	\$ 12.66	
CARPENTER (STRUCTURE).....	\$ 18.21	
CEMENT MASON/CONCRETE FINISHER...	\$ 19.35	
ELECTRICIAN.....	\$ 17.05	
FORM SETTER.....	\$ 16.00	
IRONWORKER, REINFORCING.....	\$ 22.71	
IRONWORKER, STRUCTURAL.....	\$ 24.00	
LABORER		
Asphalt Raker.....	\$ 14.51	
Blaster.....	\$ 21.80	
Construction Worker I (Skilled Laborer.....)	\$ 15.30	
Construction Worker II		

(Laborer).....\$ 12.37
 Deckhand.....\$ 13.70
 Fence Erector.....\$ 12.83
 Flagger.....\$ 11.45
 Grade Checker.....\$ 15.25
 Guardrail Erector.....\$ 13.18
 Landscape Worker.....\$ 12.27
 Pipe Layer.....\$ 16.75
 Power Tool Operator.....\$ 14.00
 Sign Erector.....\$ 15.27

PAINTER.....\$ 25.00

POWER EQUIPMENT OPERATOR:

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

Slip-Form Paver.....	\$ 9.50
Slurry Seal Paver Machine	
Operator.....	\$ 14.23
Slurry Seal Paver Truck	
Operator.....	\$ 10.43
Stabilizer Operator.....	\$ 9.55
Stone-Spreader.....	\$ 13.54
Subgrade Machine Operator...	\$ 11.50
Tractor Operator (Crawlers)...	\$ 14.08
Tractor Operator (Utility)...	\$ 12.25
Trenching Machine.....	\$ 12.00
Vacuum Machine.....	\$ 19.25

TRAFFIC SIGNALIZATION:

Traffic Signal Installation.....	\$ 21.91
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TRUCK DRIVER

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

WATERPROOFER.....	\$ 13.16
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WELDER.....	\$ 15.76
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * 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

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



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

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



FHWA-1273 – Revised May 1, 2012

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

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

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The

design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth

under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

- 6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- 10. Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This

information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards

(29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 workings 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 compiled 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

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

	VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
	Non-SMSA Counties	27.9
	VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023	Norfolk - Virginia Beach - Newport News VA:	
	SMSA Counties:	
	5680 Newport News- Hampton, VA	27.1
	VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
	5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
	NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
	Non-SMSA Counties	29.7
	NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA 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.	
	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.	

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15

December 10, 2010

Section 107.15 of the Specifications is replaced by the following:

Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)

A. Disadvantaged Business Enterprise (DBE) Program Requirements

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

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

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

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

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

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

B. DBE Certification

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

C. Bank Services

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

<http://insidevdot/C7/Civil%20Rights/default.aspx>

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

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

1. That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.
2. Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.
3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.
4. As a bidder, good faith efforts were made to obtain DBE participation in the proposed contract at or above the goal for DBE participation established by VDOT. It has submitted as a part of its bid true, accurate, complete, and detailed documentation of the good faith efforts it performed to meet the contract goal for DBE participation. The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item(s) that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE. The specific line item must reference the VDOT line number and item number contained in the proposal.

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.
6. Once awarded the contract, the Contractor shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the Contractor without the prior written consent of VDOT as set out within the requirements of this provision.
7. Once awarded the contract, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.
8. Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract regulations and/or requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.
9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original prime Contractor in accordance with the requirements of this specification.

E. Disqualification of Bidder

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

F. Bidding Procedures

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.
- (b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;
- (c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;
- (d) Negotiating for participation in good faith with interested DBEs;
 - 1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted; a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;
 - 2. A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient reason for a bidder's failure to meet the contract goal for DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable, or greater than would normally be expected by industry standards;
- (e) A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes

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

- (f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;
- (g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;
- (h) Effectively using the services of appropriate personnel from VDOT and from DMBE; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

G. Documentation and Administrative Reconsideration of Good Faith Efforts

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

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

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

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

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

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

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

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

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

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

Prior to 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 State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s), elimination of items subcontracted to DBEs, or to circumstances beyond their control, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to enjoin the Contractor from bidding on other VDOT work as described herein, the 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.

H. DBE Participation for Contract Goal Credit

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

1. Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.
2. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for DBE participation in accordance with the **DBE Program-Related Certifications Made by Bidders\Contractors** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.
3. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the DBE's credit toward the DBE contract goal.
4. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a certified DBE. Work that a DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for DBE participation.
5. The Contractor may count expenditures to a DBE subcontractor toward the DBE contract goal only if the DBE performs a Commercially Useful Function (CUF) on that contract.
6. A Contractor may not count the participation of a DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.
 - (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products or equipment in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
 - (b) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work.

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

- (c) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the DBE regular dealer, who shall be responsible for their distribution.
- (d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.
- (g) A Contractor may count toward the DBE contract goal the following expenditures to DBE firms that are not regular dealers or manufacturers for DBE program purposes:
 - 1. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.
 - 2. The entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE, except supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or its affiliates.
- (h) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. A Contractor shall not count costs for the removal or relocation of excess material from or on the job site when the DBE trucking company is not the manufacturer of or a regular dealer in those materials and supplies. The DBE trucking firm shall also perform a Commercially Useful Function (CUF) on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project. See section on **Miscellaneous DBE Program Requirements; Factors used to Determine if a DBE Trucking Firm is Performing a CUF.**
- (i) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special

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

I. Performing a Commercially Useful Function (CUF)

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

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

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

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

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

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

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

J. Verification of DBE Participation and Imposed Damages

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

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

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

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

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

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

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

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

K. Documentation Required for Semi-final Payment

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

L. Documentation Required for Final Payment

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

M. Prompt Payment Requirements

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

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

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

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

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

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

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

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

N. Miscellaneous DBE Program Requirements

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

1. When a Bidder/Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Contract Engineer that it has made good faith efforts to do so.
2. When a Bidder/Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.
3. When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

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

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

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

1. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:
 - (a) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.
 - (b) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.
 - (c) A brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable, or ineligible to perform;
 - (d) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;
 - (e) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the DBE to perform;
 - (f) The current percentage of work completed on each bid item by the DBE;
 - (g) The total dollar amount currently paid per bid item for work performed by the DBE;
 - (h) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and with which the Contractor has no dispute;
 - (i) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and over which the Contractor and/or the DBE have a dispute.
2. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

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

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

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

3. Proposed Substitution of Another Certified DBE

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

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

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

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

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

1. To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including, but not limited to, any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;
2. The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;
3. The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;

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

EXAMPLE

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

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

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

Credit = 8 Trucks

Total Value of Transportation Services = \$820

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

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

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

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

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

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

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

O. Suspect Evidence of Criminal Behavior

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

Suspected DBE Fraud

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

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

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

1. Disadvantaged Business Enterprise (DBE) Program Requirements

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

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

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

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

3. Disqualification of Bidder

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

4. Bidding Procedures

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

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

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

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

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

Prior to 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 State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The 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.

5. Verification of DBE Participation and Imposed Damages

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

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

Suspect Evidence of Criminal Behavior

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

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

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

July 26, 2013

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

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

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

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

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

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

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

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

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

Waivers:

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

1. that the use of domestic steel or iron materials would be inconsistent with the public interest; or
2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

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

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and
2. Analysis of redesign of the project using alternative or approved equal domestic products

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

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

Alternative Bidding Procedures:

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

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

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

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

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

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

Certification of Compliance:

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

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

SECTION 103—AWARD AND EXECUTION OF CONTRACTS

103.01 - Consideration of Bids

After bids have been opened and read, the Department will evaluate bid submittals to determine if all requirements of Section 102 have been met. Bids not submitted in accordance with the requirements of Section 102 will be rejected.

Bids will be compared on the basis of the summation of the products of the quantities shown in the bid schedule and the unit bid prices.

The Department may correct arithmetical errors in the bid prior to such comparison, in accordance with Section 102.05. The results of the comparisons will be available to the public after the determination has been made to award the Contract.

The Board reserves the right to reject any or all bids, waive technicalities, advertise for new bids, or proceed to do the work otherwise if it deems that the best interest of the Commonwealth would be promoted thereby.

103.02 - Award of Contract

If the Contract is awarded, the award will be made to the lowest responsive and responsible bidder without discrimination on the grounds of race, color, sex, or national origin. In the event of tie bids, preference will be given to Virginia persons, firms, or corporations; otherwise, the tie will be decided by lot. Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsive and responsible bidder who is a resident of Virginia. The award date will not be later than midnight on the 60th day after the opening of bids. If the Board, or the Commissioner; where permitted by law, has not awarded the Contract within this period, the bidder may withdraw his bid without penalty or prejudice unless the time limit is extended by mutual consent.

103.03 - Cancellation of Award

The Board, or the Commissioner; where permitted by law, may cancel the award of any contract at any time before the execution of the contract by all parties without liability to the Commonwealth.

103.04 - Forfeiture of Proposal Guaranty

When the bidder withdraws his bid prior to award, after being determined the apparent low bidder, the bid bond will be forfeited in accordance with the requirements of the *Code of Virginia* as amended.

103.05 - Requirements of Contract Bond

Within 15 calendar days after notification of award of the Contract the successful bidder shall furnish the following bonds for contracts in excess of \$250,000.00:

- (a) a performance bond in the sum of the Contract amount, conditioned upon the faithful performance of the Contract in strict conformity with the plans, Specifications and conditions of the Contract, and

- (b) a payment bond in the sum of the Contract amount, conditioned upon the prompt payment for all labor, materials, public utility services and rental of equipment used in the prosecution of the work for the Contract.

Bidders will not be awarded an unbonded contract when their bid plus the balance of other unbonded contracts exceeds \$250,000.00 or as otherwise limited by their current prequalification status.

The bonds shall be made on official forms furnished by the Department and shall be executed by the bidder and a surety company carrying a minimum "Best Rating" of "B +" and authorized to do business in Virginia in accordance with the laws of Virginia and the rules and regulations of the State Corporation Commission. To be considered properly executed, the bonds shall include authorized signatures and titles.

103.06 - Contract Documents

The portion of the executed Contract submitted by the Contractor shall include the following documents unless the filing of any of them at a later date is specifically permitted by other sections of these Specifications or by Special Provisions or Special Provision Copied Notes:

- (a) **Contract:** The Contract shall include the schedule of prices submitted by the bidder, plans, standard drawings, these Specifications, supplemental specifications, special provisions, special provision copied notes, and the standard form of the Contract, all as furnished by the Department.
- (b) **Contract Bonds:** Contract bonds shall conform to the requirements of Section 103.05.
- (c) **Affidavits and Documents:** Affidavits and documents shall include those required to be made a part of the Contract by any federal or state law in effect on the date of the Notice of Advertisement.
- (d) **Workers' Compensation Insurance Certificate:** The certificate shall be filed on forms furnished by the Department within 15 calendar days after notification of award of the Contract. The certificate shall be executed by an approved and authorized insurance company as required by state law and shall cover the Contract it accompanies.

The Contractor shall file notice with the Department at least 30 days prior to the cancellation of any required workers' compensation coverage. If any of his insurance of this class is cancelled, the Contractor shall cease operations on the date of the cancellation and shall not resume operations until new insurance is certified as being in force.

- (e) **Progress Schedule:** The Contractor shall submit a progress schedule in accordance with the requirements of Section 108.03 or as specified in the Contract Documents.
- (f) **Contractor's Bodily Injury and Property Damage Liability Insurance:** The Contractor shall procure and maintain at his own expense, until final acceptance of the work covered by the Contract, insurance of the kinds and in the amounts specified herein. The minimum limits of liability for this insurance shall be as follows:

A Combined Single Limit for Bodily Injury Liability and Property Damage Liability

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate

Evidence of insurance in compliance with the above shall be filed on forms approved by the Department within the time specified herein. The evidence shall be executed by an approved and authorized insurance company authorized to do business in Virginia and with a minimum "Best Rating" of "B +", and shall cover the Contract it accompanies.

The Contractor shall file notice with the Department at least 30 days prior to the cancellation or reduction of the required insurance, and shall cease operations on the date of the cancellation or reduction until new insurance is in force and the same evidence of insurance is provided to the Department.

The Contractor's Bodily Injury and Property Damage Liability Insurance shall cover liability of the Contractor for damage because of bodily injury to, or death of persons and damage to, or destruction of property, that may be suffered by persons other than the Contractor's own employees as a result of the negligence of the Contractor in performing the work covered by the Contract.

Insurance provided in compliance with this Section shall include liability of the Contractor for damage to or destruction of property that may be suffered by persons other than the Contractor's own employees as a result of blasting operations of the Contractor in performing the work covered by the Contract.

If any part of the work is sublet, insurance meeting the same requirements shall be provided by or in behalf of the subcontractors and evidence of such insurance shall be submitted with the sublet request.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor or subcontractor(s) of liability in excess of such coverage, nor shall it preclude the Commonwealth from taking such actions as are available to it under any other provision of this Contract or otherwise in law.

103.07 - Failure to Furnish Bonds or Certificate of Insurance

Failure by the successful bidder to furnish the Department acceptable bonds, workers' compensation insurance or the Contractor's Bodily Injury and Property Damage Liability Insurance policy within 15 calendar days after being notified of the award of the Contract shall be considered just cause for cancellation of award and forfeiture of the proposal guaranty. In such event, the proposal guaranty shall become the property of the Commonwealth, not as a penalty but in liquidation of damages sustained. The Contract may then be awarded to the next lowest responsible bidder, or the work may be re-advertised or constructed otherwise, as determined by the Board.

In the event the successful bidder on an unbonded contract is unwilling or unable to fulfill the Contract and fails to notify the Department prior to execution of the Contract by the Department, the bidder will be declared in default in accordance with the requirements of Section 108.07.

In the event the bidder, on an unbonded contract, notifies the Department prior to execution of the Contract by the Department of such unwillingness or inability to fulfill the Contract, the bidder will be enjoined from bidding on an unbonded contracts for a period of no less than 90 days from the date of notice by the Department.

A bidder who has never been enjoined or defaulted on an unbonded contract and who notifies the Department prior to contract execution of an unwillingness or inability to fulfill the Contract will not be enjoined for the first occurrence; however, said bidder will not be permitted to rebid or perform work on that specific Contract.

103.08 - Contract Audit

The Contractor shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the Contractor during the life of the Contract and for a period of not less than five years after the date of final payment, or the date the Contractor is declared in default of Contract, or the date of termination of the Contract. The documents and records shall include, but not be limited to:

- (a). Those that were used to prepare and compute the bid, prepare all schedules used on the project, record the progress of work on the project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.
- (b) Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of Contractor's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the Contractor or the Contractor's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The Contractor shall make his personnel available for interviews when requested by the Department.
- (c) Upon request, the Contractor shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format. Data furnished by the Contractor that cannot be verified will be subject to a complete audit by the Department.

The Contractor shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond agents and material suppliers. The Contractor shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The Contractor shall be forthcoming in disclosing all sources and locations of media.

The Contractor shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit. Failure on the part of the Contractor to afford the Department immediate access or proper facilities for the audit will be considered failure to cooperate and will result in disqualification as a bidder in accordance with Section 102.08.

Upon completion of the contract audit, any adjustments or payments due by the Contractor as a result of the audit shall be made within 60 days from presentation of the Department's findings to the Contractor. Failure on the part of the Contractor to make payment may result in disqualification as a bidder in accordance with Section 102.08.

If the Contractor disagrees with the findings of the Department's audit, the Contractor may appeal the decision in accordance with provisions of Section 105.19 or the *Code of Virginia* as amended and as applicable, except that the provision for the Contractor to submit a claim within 60 days after final payment shall not apply. If the Contractor elects to appeal the decision of the audit he shall within 60 days of the date of the notice of the Department's findings submit a written request to appeal the decision to the Chief Engineer. Failure on the part of the Contractor to file a claim disputing the Department's audit within 60 days will be interpreted as a waiver of any claim for dispute of the Department's findings.

103.09 - Execution of Contract

The bid as submitted, including the documents specified in Section 103.06(a) shall constitute the Contract upon submittal of the contract bond, contract bodily injury and property damage liability insurance certificate, and workers' compensation insurance certificate and the final execution by the Department.

After the Department has recommended the bid for award the apparent low bidder shall be required to sign and return a paper copy of the contract documents to the State Contract Engineer. Failure to sign and return the contract documents will result in forfeiture of the bid bond. If the Contract is not awarded within the time limit specified in Section 103.02, the bidder may withdraw his bid without penalty or prejudice unless the time limit is extended by mutual consent. No Contract shall be considered effective until it has been fully executed by all parties.

SECTION 109—MEASUREMENT AND PAYMENT

109.01 - Measurement of Quantities

Work specified in the Contract will be measured by the Engineer in accordance with U.S. Standard Measure. The methods of measurement and computations to be used to determine quantities of material furnished and work performed will be those generally recognized as conforming to good engineering practice.

Specific methods of measurement shall be as indicated in the specific section for the pay item.

Longitudinal measurements for surface area computations will be made along the surface, and transverse measurements will be the surface measure shown on the plans or ordered in writing by the Engineer. Individual areas of obstructions with a surface area of 9 square feet or less will not be deducted from surface areas measured for payment.

Structures will be measured in accordance with the neat lines shown on the plans.

Items that are measured by the linear foot will be measured parallel to the base or foundation upon which they are placed.

Allowance will not be made for surfaces placed over an area greater than that shown on the plans or for any material moved from outside the area of the cross-section and lines shown on the plans.

When standard manufactured items are specified and are identified by weights or dimensions, such identification will be considered nominal. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

- (a) **Measurement by Weight:** Materials that are measured or proportioned by weight shall be weighed on accurate scales as specified in this Section. When material is paid for on a tonnage basis, personnel performing the weighing shall be certified by the Department and shall be bonded to the Commonwealth of Virginia in the amount of \$10,000 for the faithful observance and performance of the duties of the weighperson required herein. The bond shall be executed on a form having the exact wording as the Weighpersons Surety Bond Form furnished by the Department and shall be submitted to the Department prior to the furnishing of the tonnage material. No payment will be made for materials delivered in excess of the legal load limits established for each truck.

The Contractor shall have the weighperson perform the following:

1. Post and furnish a weekly tare weight of each truck used and keep a record of them for 12 months.
2. Furnish a signed weigh ticket for each load that shows the date, truck number, load number, plant name, size and type of material, project number, schedule or purchase order number, and the weights specified herein.
3. Maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by contract, can be readily identified.
4. Submit by the end of the next working day a summary of the number of loads and total weights for each type of material by contract.

Trucks used to haul material being paid for by weight shall display the truck uniform identification number and legal gross and legal net weight limits. These markings shall be no less than 2 inches high and permanently stenciled on each side of the truck with contrasting color and located as to be clearly visible when the vehicle is positioned on the scales and observed from normal position of the weighperson at the scale house.

Trucks used to haul material shall be equipped with a cover suitable to protect the material and to protect the traveling public.

The truck tare to be used in the weighing operation shall be the weight of the empty truck determined with full tank(s) of fuel and the operator seated in the cab. The tare weight of trucks shall be recorded to the nearest 20 pounds. At the option of the Contractor, a new tare may be determined for each load. When a new tare is obtained for each load, the requirement for full tank(s) of fuel will be waived.

Net rail shipment weights may be used for pay quantities when evidenced by railroad bills of lading. However, such weights will not be accepted for pay quantities of materials that subsequently pass through a stationary mixing plant.

Scales shall conform to the requirements for accuracy and sensitivity as set forth in the *National Institute of Standards and Technology Handbook No. 44 for Specification Tolerances and Requirements for Commercial and Weighing Devices*. Scales used in the weighing of materials paid for on a tonnage basis shall be approved and sealed in accordance with the requirements of the policies of the Bureau of Weights and Measures of the Department of Agriculture and Consumer Services, or other approved agencies, at least once every six months and upon being moved. Hopper and truck scales shall be serviced and tested by a scale service representative at least once every six months. Hopper scales shall be checked with a minimum 500 pounds of test weights and truck scales shall be checked with a minimum 20,000 pounds of test weights.

Copies of scale test reports shall be maintained on file at the scale location for at least 18 months, and copies of all scale service representative test reports shall be forwarded to the Department.

The quantity of materials paid for on a tonnage basis shall be determined on scales equipped with an automatic printer. Truck scale printers shall print the net weight and either the gross or tare weight of each load. Hopper scale printers shall print the net weight of each load. The weigh ticket shall also show the legal gross weight for material weighed on truck scales and the legal net weight for material weighed on hopper scales.

If the automatic printer becomes inoperative, the weighing operation may continue for 48 hours provided satisfactory visual verification of weights can be made. The written permission of the District Materials Engineer shall be required for the operation of scales after 48 hours.

If significant discrepancies are discovered in the printed weight, the ultimate weight for payment will be calculated on volume measurements of the materials in place and unit weights determined by the Engineer or by other methods deemed appropriate to protect the interests of the Commonwealth.

- (b) **Measurement by Cubic Yard:** Material that is measured by the cubic yard, loose measurement or vehicular measurement, shall be hauled in approved vehicles and measured therein at the point of delivery. Material measured in vehicles, except streambed gravel, will be allowed at the rate of $2/3$ the volume of the vehicle. The full volume of the vehicle will be allowed for streambed gravel. Such vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the actual contents can be readily and accurately determined. Unless all approved vehicles are of uniform capacity, each vehicle shall bear a plainly legible identification mark indicating the specific approved capacity. Each vehicle shall be loaded to at least its water level capacity.

When approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weights converted to cubic yards for payment purposes. Factors for conversion from weight to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before they are used.

- (c) **Measurement by Lump Sum:** When used as an item of payment, the term *lump sum* will mean full payment for completion of work described in the Contract. When a complete structure or structural unit is

specified as a pay item, the unit of measurement will be lump sum, and shall include all necessary fittings and accessories. The quantities may be shown on the plans for items for which lump sum is the method of measurement. If shown, the quantities are approximate and are shown for estimating purposes only. Items that are to be measured as complete units will be counted by the Inspector in the presence of a representative of the Contractor.

(d) **Specific Items:**

1. **Concrete (Measured by Volume Measure):** Concrete will be measured and computed by dividing the work into simple geometrical figures and adding their volumes.
2. **Concrete (Measured by Square or Lineal Measure):** Concrete will be measured and computed by dividing the work into simple geometrical figures and adding their areas or measuring linearly along the item's surface .
3. **Excavation, embankment, and borrow:** In computing volumes of excavation, embankment, and borrow, methods having general acceptance in the engineering profession will be used. When the measurement is based on the cross-sectional area, the average end area method will be used.
4. **Asphalt:** Asphalt will be measured by the gallon, volumetric measurement, based on a temperature of 60 degrees F using the following correction factors:
 - a. 0.00035 per degree F for petroleum oils having a specific gravity 60/60 degrees F above 0.966
 - b. 0.00040 per degree F for petroleum oils having a specific gravity 60/60 degrees F between 0.850 and 0.966
 - c. 0.00025 per degree F for emulsified asphalt

Unless volume correction tables are available, the following formula shall be used in computing the volume of asphalt at temperatures other than 60 degrees F:

$$V^1 = V/K(T - 60) + 1$$

Where:

V = volume of asphalt to be corrected;

V^1 = volume of asphalt at 60 degrees F;

K = correction factor (coefficient of expansion); and

T = temperature in degrees F of asphalt to be corrected.

When asphalt is delivered by weight, the volume at 60 degrees F will be determined by dividing the net weight by the weight per gallon at 60 degrees F.

When specified in the Contract, asphalt will be measured by weight. Net certified scale weights, or weights based on certified volumes in the case of rail shipments, will be used as a basis of measurement, subject to correction when asphalt has been lost from the car or the distributor, disposed of, or otherwise not incorporated in the work.

When asphalt is shipped by truck or transport, net certified weights or volumes subjected to correction for loss or foaming may be used to compute quantities.

Only the quantity of asphalt actually placed in the work and accepted will be considered in determining the amount due the Contractor.

5. **Timber:** Timber will be measured in units of 1,000 foot-board-measure actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

109.02 - Plan Quantities

When specified in the Contract, items will be measured and paid for on the basis of plan quantities. The quantities allowed for compensation will be those shown on the plans with deductions from or authorized additions to such quantities resulting from deviations from the plans. In the case of excavation, only excavation within the cross-section prism will be paid for on a plan quantity basis.

If the Contractor believes that any plan quantity is incorrect, he may solicit, at his own expense, the aid of a certified Professional Engineer registered in the Commonwealth of Virginia to check the quantity or he may ask the Department in writing to check computations of the quantity. Written requests for a quantity check by the Department shall be accompanied by calculations, drawings, or other evidence indicating why the plan quantity is believed to be in error. If any item of the Contract is found to be in error and so verified by the Engineer, payment will be made in accordance with the corrected plan quantity.

If the Department determines during construction that there is an error in the plan quantity, or that conditions vary from those anticipated in the design to the extent that an actual measurement of a plan quantity item is warranted, the Department will make such measurement and will notify the Contractor, in writing, of the rationale for adjustment. Payment will then be based on the measured quantity in lieu of the plan quantity.

109.03 - Scope of Payment

Payments to the Contractor will be made for the quantities of contract items performed in accordance with the plans and the requirements of the Specifications. If, upon completion of the construction, these quantities show either an increase or decrease from the quantities shown in the Contract, the contract unit prices shall prevail and payment will be made for actual quantities performed unless they have been modified by work orders.

Quantities appearing on the proposal are estimated quantities for the basic design shown on the plans. With the approval of the Department, the Contractor may furnish other design(s) that may involve changes in quantities or the use of different materials. However, payment will be made for the original quantities listed in the Contract only and in the units of measure given in the Contract for the basic design unless the dimensions for the basic design are changed by an authorized modification by work order to conform to field conditions encountered. In this event, modified plan quantities will be used for pay quantities at contract unit prices for the items listed on the proposal.

The Contractor shall accept the compensation provided for in the Contract as full payment for the following:

- (a) furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work
- (b) performing all work specified in the Contract
- (c) all loss or damage arising from the nature of the work or from action of the elements or any other unforeseen difficulties that may be encountered during prosecution of the work and until its final acceptance
- (d) any infringement of patent, trademark, or copyright
- (e) the completion of the work in accordance with the requirements of the Contract

If the payment clause in the Specifications relating to any unit price in the Contract requires that the unit price cover and be considered compensation for certain work or material essential to the item, the work or material will not be measured or paid for under any other item except as provided in Section 106.05.

The payment of any partial estimate or any retained percentage prior to final acceptance of the project as provided for in Section 108.09 shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages attributable to such defects.

109.04 - Compensation for Altered Quantities

When the accepted quantities of work vary from the estimated quantities set forth in the Contract but such variance is within the percentage limits set forth in Section 104.02 whether or not there have been any changes in the plans, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work performed. No allowance or other adjustment except as provided for in Section 104.02 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting directly from either such alterations or unbalanced allocation among the contract items of overhead expense on the part of the Contractor and subsequent loss of expected reimbursements therefor or from any other cause except the payment for the actual quantity performed at the original contract unit price.

Alterations of plans or character of work involving authorized work orders as provided for in Section 104.02 will be paid for in accordance with the requirements of Section 104.02.

109.05 - Extra and Force Account Work

The Department may add any new, unforeseen or unanticipated work that in the judgment of the Engineer is necessary for the satisfactory fulfillment of the Contract within its intended scope. This extra work may be accomplished by work order if the scope is defined, or on a force account basis if the scope is not defined. Extra work or force account work may be necessitated in accordance with the provisions of Sections 104.02 or 104.03 as applicable. The Engineer will advise the Contractor in writing of the necessity for such extra work at the time of discovery or determination of need. Where possible, the Department and Contractor will each proceed to secure any information, documentation or plans to assist in detailing the extent and character of such work, if known, in sufficient detail to define, analyze and estimate the cost and time required to perform the work.

A. Work Orders

When the Contractor believes extra work is warranted he shall promptly notify the Engineer in writing within 2 days of such a determination. Should the Engineer agree with the Contractor's assessment of extra work then within 7 days or as mutually decided with the Engineer, the Contractor shall determine the extent of such work and detail in his request what additional compensation and/or time he seeks, if any, relative to his determination. The Contractor's submittal shall be in sufficient detail to enable the Engineer to determine the basis for entitlement. Failure on the part of the Contractor to furnish sufficient documentation or to qualify his reason for failure to do so will delay the determination of entitlement for such work. If such delay occurs, it will in no way relieve the Contractor of his obligation to meet the time limits or other requirements established for the contract or constitute basis for a delay claim on the part of the Contractor.

Prior to the actual execution of a work order the Engineer will require the Contractor to provide unit prices for the proposed work, and any requested contract time extension.

If the Contractor requests a time extension, the proposed time extension will only be considered if the work is a controlling work item or affects the critical path for a project milestone or project completion. Any justifiable time extension given must be included at the time the work order is developed. For projects without a critical path method scheduling specification, the Contractor shall include detailed information on how the controlling item of work was affected in accordance with the requirements detailed in that specification. Any time extension given on a Fixed Date contract, including time extensions in

accordance with the requirements of Section 108.04 of the Specifications, must be added to the contract by work order.

Upon receipt and review of the Contractor's costs for the proposed work, if it is found that the Contractor's prices and/or the time differ considerably from the Department's estimate, the Engineer may request the Contractor to provide support for his unit prices and/or his requested time extension. Where the Department and the Contractor can determine and agree upon an accurate cost and time estimation for the proposed work the Engineer will issue a bilateral work order to authorize the work. When the Contractor and the Department cannot agree upon the cost and/or the time estimation for the extra work after the Engineer's analysis and subsequent discussion with the Contractor, or where due to issues of emergency, safety, environmental damage, other similar critical factors as determined by the Department, the Engineer will act unilaterally and issue a unilateral work order to authorize the work. The issuance of a unilateral work by the Engineer shall in no way invalidate or relinquish the Contractor's rights under the provisions of Section 105.19.

B. Force Account

The Department will require the Contractor to proceed with additional work on a force account basis when neither the Department nor the Contractor can firmly establish an applicable estimate for the cost of the work because the scope of the work is not known; that is, the level of effort required to perform and complete the work is unknown or not quantifiable at the time of discovery or start of the extra work, and will be determined as work progresses. The rates for labor, equipment and materials to be used in cases of work performed on a force account basis will be compensated in the following manner:

- (a) **Labor:** Unless otherwise approved, the Contractor will receive the rate of wage or scale as set forth in his most recent payroll for each classification of laborers, forepersons, and superintendent(s) who are in direct charge of the specific operation. The time allowed for payment will be the number of hours such workers are actually engaged in the work. If overtime work is authorized, payment will be at the normal overtime rate set forth in the Contractor's most recent payroll. If workers performing the class of labor needed have not been employed on the project, mutually agreed on rates will be established. However, the rates shall be not less than those predetermined for the project, if applicable. An amount equal to 45 percent of the approved force account payroll will be included in the payment for labor to cover administrative costs, profit, and benefits and/or deductions normally paid by the Contractor.
- (b) **Insurance and Tax:** The Contractor will receive an amount equal to 25 percent of the approved force account payroll exclusive of additives of administrative cost as full compensation for property damage and liability, workers' compensation insurance premiums, unemployment insurance contributions, and social security taxes of force account work.
- (c) **Materials:** The Contractor will receive the actual cost of materials accepted by the Engineer that are delivered and used for the work including taxes, transportation, and handling charges paid by the Contractor, not including labor and equipment rentals as herein set forth, to which 15 percent of the cost will be added for administration and profit. The Contractor shall make every reasonable effort to take advantage of trade discounts offered by material suppliers. Any discount received shall pass through to the Department. Salvageable temporary construction materials will be retained by the Department, or their appropriate salvage value shall be credited to the Commonwealth, as agreed on by the Department.
- (d) **Equipment:** The Contractor shall provide the Engineer a list of all equipment to be used in the work. For each piece of equipment, the list shall include the serial number; date of manufacture; location from which equipment will be transported; and, for rental equipment, the rental rate and name of the company from which it is rented. The Contractor will be paid rental rates for pieces of machinery, equipment, and attachments necessary for prosecution of the work that are approved for use by the Engineer. Equipment rental will be measured by time in hours of actual time engaged in the performance of the work and necessary traveling time of the equipment within the limits of the project or source of supply and the project. Hourly rates will not exceed 1/176 of the monthly rates of the

schedule shown in the *Rental Rate Blue Book* modified in accordance with the *Rental Rate Blue Book* rate adjustment tables that are current at the time the force account is authorized. Adjustment factors or rate modifications indicated in the *Rental Rate Blue Book* will not be considered when acceptable rates are determined. Hourly rates for equipment on standby, will be at 50 percent of the rate paid for equipment performing work. Operating costs shall not be included in the standby rate. For the purposes herein "standby time" is defined as the period of time equipment ordered to the jobsite by the Engineer is available on-site for the work but is idle for reasons not the fault of the Contractor or normally associated with the efficient and necessary use of that equipment in the overall operation of the work at hand.

Payment will be made for the total hours the equipment is performing work. When equipment is performing work less than 40 hours for any given week and is on standby, payment for standby time will be allowed for up to 40 hours, minus hours performing work. Payment will not be made for the time that equipment is on the project in excess of 24 hours prior to its actual performance in the force account work. An amount equal to the *Rental Rate Blue Book* estimated operating cost per hour will be paid for all hours the equipment is performing work. This operating cost shall be full compensation for fuel, lubricants, repairs, greasing, fueling, oiling, small tools, and other incidentals. No compensation will be paid for the use of machinery or equipment not authorized by the Engineer.

The Contractor will be paid freight cost covering the moving of equipment to and from the specific force account operation provided such cost is supported by an invoice showing the actual cost to the Contractor. However, such payment will be limited to transportation from the nearest source of available equipment. If equipment is not returned to the nearest equipment storage lot but is moved to another location, the freight cost paid will not exceed the cost of return to the nearest storage lot.

The rates for equipment not listed in the *Rental Rate Blue Book* schedule shall not exceed the hourly rate being paid for such equipment by the Contractor at the time of the force account authorization. In the absence of such rates, prevailing rates being paid in the area where the authorized work is to be performed shall be used.

If the Contractor does not possess or have readily available equipment necessary for performing the force account work and such equipment is rented from a source other than a company that is an affiliate of the Contractor, payment will be based on actual invoice rates, to which 15 percent of the invoice cost will be added for administrative cost and profit. If the invoice rate does not include the furnishing of fuel, lubricants, repairs, and servicing, the invoice rate will be converted to an hourly rate, and an amount equal to the *Rental Rate Blue Book* estimated operating cost per hour will be added for each hour the equipment is performing work.

- (e) **Miscellaneous:** No additional allowance will be made for attachments that are common accessories for equipment as defined in the *Rental Rate Blue Book*, general superintendents, timekeepers, secretaries, the use of small hand held tools or other costs for which no specific allowance is herein provided. The Contractor will receive compensation equal to the cost of the bond, special railroad insurance premiums, and other additional costs necessary for the specific force account work as determined by the Department. The Contractor shall supply documented evidence of such costs.
- (f) **Compensation:** The compensation as set forth in this Section shall be accepted by the Contractor as payment in full for work performed on a force account basis. At the end of each day, the Contractor's representative and the Inspector shall compare and reconcile records of the hours of work and equipment, labor and materials used in the work as ordered on a force account basis. Such accounting may not include actual costs or labor rates where these are not available but shall be used to verify quantities, types of materials or labor, and number and types of equipment.

If all or a portion of the force account work is performed by an approved subcontractor, the Contractor will be paid 10 percent of the subcontract net force account costs to cover the Contractor's profit and administrative cost. The amount resulting will not be subject to any further additives. The itemized

statements of costs as required below shall be submitted on a form that separates the subcontracted portions of the force account labor, materials, and equipment from the other force account costs.

(g) **Statements:** Payments will not be made for work performed on a force account basis until the Contractor has furnished the Engineer duplicate itemized statements of the cost of such work detailed as follows:

1. payroll indicating name, classification, date, daily hours, total hours, rate, and extension of each laborer, foreperson, and superintendent
2. designation, dates, daily hours, total hours, rental rate, and extension for each unit of equipment
3. quantities of materials, prices, and extensions
4. transportation of materials

Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock; that the quantity claimed was actually used; and that the price, transportation, and handling claimed represented his actual cost.

109.06 - Common Carrier Rates

The common carrier rates and taxes thereon that are current on the date of the opening of bids shall be considered applicable to all items subject to transportation charges thereunder. If such rates or taxes are thereafter increased by public authority on any materials entering into and forming a part of the Contract, an amount equal to the sum of all such increases, when evidenced by receipted common carrier bills, will be paid the Contractor by the Department. Requests for such payments shall be made not later than 60 days after final acceptance. If after the date of the opening of bids such rates or taxes are reduced by public authority on any materials entering into and forming a part of the Contract, an amount equal to the sum of all such decreases, when evidenced by receipted common carrier bills, will be deducted by the Department from the monies due the Contractor for the work performed under the Contract.

The carrier rates for petroleum tank truck carriers, as defined in the *Code of Virginia*, that are in effect on the date of the opening of bids for the project shall be considered effective for at least one year after that date. After one year from that date, the Department will pay the Contractor additional compensation equal to the cost of any carrier rate increases, subject to a maximum of eight percent of the original carrier rate for any materials ordered, delivered, and actually incorporated into the work after the one year period. However, the Contractor shall advise the Engineer in writing of his intent to request additional compensation attributable to carrier rate changes at the time of occurrence and shall submit receipted carrier bills and all relative information concerning the original and current carrier rates as they pertain to the project. If carrier rates are decreased after the one year period, the Department will deduct from monies due the Contractor an amount equal to the cost of any carrier rate decreases, subject to a maximum of eight percent of the original carrier rate, for any materials ordered, delivered, and actually incorporated into the work, based on receipted carrier bills that shall be furnished by the Contractor. On each succeeding year of the Contract, a maximum difference of eight percent of the original rate will be considered for increases or decreases in compensation under these terms and conditions.

Except for the aforementioned carriers, additional compensation attributable to changes in hauling rates of other contract carriers will not be allowed.

109.07 - Eliminated Items

If any item in the Contract is determined to be unnecessary for the proper completion of the work contracted, the Department may, upon written notice to the Contractor, eliminate such item from the Contract. Payment will not be made for such item except that the Contractor will be compensated for the actual cost of any work performed for the installation of such item and the net cost of materials purchased, including freight and tax costs, as evidenced by invoice. No additional compensation will be made for overhead or anticipated profit.

109.08 - Partial Payments

(a) General

Partial payments will be based on a monthly progress estimate consisting of approximate quantities and value of work performed as determined by the Engineer. When the method of measurement for a contract item is in units of each or lump sum, the value of work accomplished for partial payment will be determined on a pro rata basis. Partial payments will be made once each month for the work performed in accordance with the contract requirements. The Contractor will be given the opportunity to review the monthly progress estimate prior to each partial payment. Upon final acceptance, one last monthly estimate will be prepared and any additional payment due will be vouchered for payment.

The monthly progress estimates will be prepared in accordance with the following schedule:

1. **Contractor companies whose name begins with the letter A through F:** The monthly progress estimate will be prepared on the 4th day of each month, beginning on the first 4th day following the date of the Contract execution, and on the same day of the succeeding months as the work progresses.
2. **Contractor companies whose name begins with the letter G through P:** The monthly progress estimate will be prepared on the 11th day of each month, beginning on the first 11th day following the date of the Contract execution, and on the same day of the succeeding months as the work progresses.
3. **Contractor companies whose name begins with the letter Q through Z:** The monthly progress estimate will be prepared on the 20th day of each month, beginning on the first 20th day following the date of the Contract execution, and on the same day of the succeeding months as the work progresses.

For contracts without a payment bond, the Contractor shall submit to the Engineer a letter from each materials supplier and subcontractor involved stating that the Contractor has paid or made satisfactory arrangements for settling all bills for materials and subcontracted work that was paid on the previous month's progress estimate. The Department will use the source of supply letter and approved subletting request to verify that certifications have been received for work that was paid on the previous monthly estimate. The Contractor shall furnish these and other certificates as are required as a prerequisite to the issuance of payment for the current monthly estimate.

The Department may withhold the payment of any partial or final estimate voucher or any sum(s) thereof from such vouchers if the Contractor fails to make payment promptly to all persons supplying equipment, tools, or materials; for any labor he uses in the prosecution of the contract work.

(b) Payment To Sub-Contractors

Upon Department 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 the purposes of this Section, payment of the subcontractor's portion of the work shall mean that payment has been issued for that portion of the work that was identified on the monthly progress estimate for which the subcontractor has performed service.

The Contractor shall make payment in full for the portion of the work identified on the monthly progress estimate to the subcontractor who performed such work within seven days of the receipt of payment from the Department in accordance with the requirements of this Section. If the Contractor withholds any funds as part of his contract with the subcontractor to ensure satisfactory compliance and completion and the subcontractor achieves satisfactory compliance and completion as verified by payment from the Department to the Contractor, the Contractor shall make full payment to the subcontractor within seven days.

If the Contractor fails to make payment to the subcontractor within the time frame specified herein, the subcontractor shall notify the Engineer and the Contractor's bonding company in writing. The Bonding Company shall be responsible for insuring payment in accordance with the requirements of this Section and Section 107.01.

(c.) Retainage

If during the Engineer's monthly review of the Contractor's progress, the Engineer determines the Contractor's progress is unsatisfactory in accordance with the provisions of Section 108.03 or other contract specific criteria, the Engineer will send a notice of unsatisfactory progress to the Contractor advising him of such a determination. In addition, this notification will also advise the Contractor that 5 percent retainage of the monthly progress estimate is being withheld and will continue to be withheld for each month the Contractor's actual progress is determined to be unsatisfactory relative to the criteria stated herein..

When the Engineer determines that the Contractor's progress is considered satisfactory in accordance with these requirements, the 5 percent retainage previously withheld because of unsatisfactory progress will be released in the next monthly progress estimate and the remaining monthly progress estimates payments will be made in full provided satisfactory progress continues to be made.

109.09 - Payment for Material on Hand

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the project. Such material payments will be for only those actual quantities identified in the contract, approved work orders, or otherwise documented as required to complete the project and shall be in accordance with the following terms and conditions:

- (a) **Structural Units:** An allowance of 100 percent of the cost to the Contractor for structural steel materials for fabrication not to exceed 60 percent of the contract price may be made when such material is delivered to the fabricator and has been adequately identified for exclusive use on the project. An allowance of 100 percent of the cost to the Contractor for superstructure units, not to exceed 90 percent of the contract price, may be made when they have been fabricated. Prior to the granting of such allowances, the structural steel materials and fabricated units shall have been tested or certified and found acceptable to the Department and shall have been stored in accordance with the requirements specified herein. Allowances will be based on invoices or bills, as approved by the Engineer and will be subject to the retainage requirements of Section 109.08.
- (b) **Other Materials:** For reinforcing steel, aggregate, pipe, guardrail, signs and sign assemblies, and other nonperishable material, an allowance of 100 percent of the cost to the Contractor for materials, not to exceed 90 percent of the contract price, may be made when such material is delivered and stockpiled or stored in accordance with the requirements specified herein. Prior to the granting of such allowances, the material shall have been tested and found acceptable to the Department. Allowances will be based on invoices or bills, as approved by the Engineer and will be subject to the retainage provisions of Section 109.08.

- (c) **Excluded Items:** No allowance will be made for cement, seed, plants, fertilizer, and other perishable material. and fuels, form lumber, falsework, temporary structures, or other work that will not become an integral part of the finished construction.
- (d) **Storage:** Material for which payment allowance is requested shall be stored in an approved manner in areas where damage is not likely to occur. If any of the stored materials are lost or become damaged, the Contractor shall repair or replace them. If payment allowance has been made prior to such damage or loss, the amount so allowed or a proportionate part thereof will be deducted from the next progress estimate payment and withheld until satisfactory repairs or replacement has been made.

When it is determined to be impractical to store materials within the limits of the project, the Engineer may approve storage on private property or, for structural units, on the manufacturer or fabricator's yard. Requests for payment allowance for such material shall be accompanied by a release from the owner or tenant of such property or yard agreeing to permit the removal of the materials from the property without cost to the Commonwealth.

- (e) **Materials Inventory:** If the Contractor requests a payment allowance for properly stored material, he shall submit a certified and itemized inventory statement to the Engineer no earlier than five days and no later than two days prior to the progress estimate date. The statement shall be submitted on forms furnished by the Department and shall be accompanied by invoices or other documents that will verify the material's cost. Following the initial submission, the Contractor shall submit to the Engineer a monthly-certified update of the itemized inventory statement within the same time frame. The updated inventory statement shall show additional materials received and stored with invoices or other documents and shall list materials removed from storage since the last certified inventory statement, with appropriate cost data reflecting the change in the inventory. If the Contractor fails to submit the monthly-certified update within the specified time frame, the Engineer will deduct the full amount of the previous statement from the progress estimate.

At the conclusion of the project, the cost of material remaining in storage for which payment allowance has been made will be deducted from the progress estimate.

109.10 - Final Payment

When final acceptance has been duly made by the Engineer as provided for in Section 108.09 the Engineer will prepare the final statement of the quantities of the items of work performed. Thereafter, the Contractor will be afforded 10 days in which to review the final estimate before payment. The time may be extended by mutual agreement, and the extension added to the 90-day criteria set forth within this Section.

Prior partial estimates and payments shall be subject to correction in the final estimate and payment.

For Contracts not requiring a payment bond, the Contractor shall certify to the Department that he has paid or made satisfactory arrangements for settling all bills for materials, labor, equipment, supplies, and other items entering into or used on the work and shall furnish other certificates as are required by the Department as a prerequisite to the issuance of final payment.

Failure by the Contractor to provide required information and certifications will extend the 90-day period for final payment by the number of days equivalent to the delay attributable to the Contractor.

Upon review of the final estimate by the Contractor and approval by the Engineer, the Contractor will be paid the entire sum due after previous payments are deducted and other amounts are retained or deducted under the provisions of the Contract. Final payment will become due within 90 calendar days after final acceptance.

Upon written request from the Contractor, annual interest will be paid on the balance that has not been paid due to the fault of the Department within 90 calendar days after final acceptance. The rate of interest will be the base rate on corporate loans (prime rate) at large U.S. money center commercial banks as reported daily in *The Wall Street*

Journal. When a split rate is published, the lower of the two rates shall be used. The rate effective on the 91st day following final acceptance will be applicable throughout the period of time for which interest is paid. However, in no event shall the rate of interest paid exceed the rate of interest established pursuant to the *Code of Virginia*, as amended. The period subject to payment of interest will begin on the 91st calendar day after final acceptance and will extend through the date of the payment of the final estimate.

When the payment date is delayed beyond the 90-day period by the fault of the Contractor and monies are due the Commonwealth the Contractor will be assessed annual interest on the balance due the Commonwealth for the time delay attributable to the Contractor. The rate of interest will be determined as specified hereinbefore.

Monies resulting from the final estimate and owed to the Commonwealth will become due and payable within 30 days of receipt by the Contractor of a certified letter giving notification of the amount owed. The Contractor will be assessed annual interest at the rate determined as specified within this Section for any balance that remains unpaid after 37 days from receipt of the letter.

After final acceptance and prior to final payment, the Contractor may request reimbursement for additional performance and payment bond premiums, but only to the extent that the final contract amount exceeds the original contract amount. If the Contractor requests reimbursement on such additional bond premiums the Contractor shall submit to the Department a written request for reimbursement, together with a notarized statement from the surety, or its agent that certifies the Contractor's actual bond premium rate for any increase in the amended contract amount above the original contract amount. Such request shall also contain the Contractor's calculation of the additional premium requested for reimbursement as verified by the surety or its agent.

Upon submission of such request from the Contractor, the Department will calculate the additional bond premium payment due the Contractor by multiplying the difference between the final contract amount, including all work orders, overruns, and adjustments, and the original contract amount, times the percentage bond premium rate provided by the Contractor and certified by the surety or its agent. The additional premium amount will be paid to the Contractor on the final estimate.

II

SPECIAL PROVISIONS FOR TECHNICAL REQUIREMENTS

**SPECIAL PROVISION FOR
TREE PROTECTION AND TRIMMING**

I. DESCRIPTION

Trees which are to remain and must be protected are within proposed construction areas around and in areas of heavy construction and in location specified on the contract drawings.

Trim and protect trees which are to remain but interfere with new construction, as herein specified.

Quality Assurance:

Certified Arborist:

Engage a qualified licensed certified arborist to perform the following work:

Remove branches from trees which are to remain, if required to clear new construction

Perform tree repair work for damages incurred by new construction.

Recommend procedures to compensate for loss of roots (if any) and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.

Job Conditions:

Temporary Protections:

Provide temporary fencing, barricades or guards to protect trees and other plants, which are to remain, from damage.

Protect root systems. Do not store construction materials, debris or excavated material within drip line (outer perimeter of branches). Do not permit vehicles within drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.

II. MATERIALS:

Tree Protection Fence: Fence will be 4' snow fence, with min. 3" dia. posts at 5' centers, buried into ground min. 30".

III. PROCEDURES

General:

Protect tree root systems from damage due to noxious materials in solution caused by runoff or spillage during mixing and placement of construction materials, or drainage from stored materials.

Protect root systems from flooding, erosion or excessive wetting resulting from dewatering operations.

Do not allow fires under or adjacent to trees or other plants which are to remain.

Remove branches from trees which are to remain, if required to clear new construction. Where directed by Landscape Architect, extend pruning operation to restore natural shape of entire tree. Cut branches and roots, if required, with sharp pruning instruments; do not break or chop.

Excavation Around Trees:

Excavate within drip line of trees only when required. Do not cut more than 6" within drip line.

Grading And Filling Around Trees:

Maintain existing grade within drip line of trees, unless otherwise indicated.

Raising Grades:

Minor Fills: Where existing grade is 6" or less below elevation of finish grade shown, use a topsoil fill material. Place in single layer and do not compact; hand grade to required finish elevations. Do not fill more than 12" within drip line.

Repair And Replacement Of Trees:

Repair trees damaged by construction operations, in a manner acceptable to the Landscape Architect. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

Remove dead and damaged trees which are determined by the certified arborist to be incapable of restoration to normal growth pattern.

Disposal:

Burning on Owner's Property:

Open burning of cleared vegetation removed in piled in locations to be approved by the Owner is permissible, conforming with standards established by the Virginia Department of Forestry, the Code of Shenandoah County, and permitted, approval and inspection by the Shenandoah County Fire Department on the day of the requested burning.

Removal from Owner's Property:

Remove excess excavation and dispose of mulch, trash and debris outside of the projects boundaries in a legal manner at public or private dumping area or compost area. All areas shall be maintained in a broom clean condition at all times.

IV. MEASUREMENT AND PAYMENT

Measurement and Payment will be part of the contracted lump sum.

**SPECIAL PROVISION FOR
SECTION 301 CLEARING AND GRUBBING**

SECTION 301 CLEARING AND GRUBBING of the Specifications is amended as follows:

Section 301.02 Procedures is amended as follows:

- (a) Protection of trees and plants to remain: See special provision for protection of trees and plants to remain.
- (b) **CLEARING:** Remove all trees, brush, and vegetation from areas designated to be cleared. As directed, trim low hanging, unsound, or unsightly branches on trees and shrubs designated to remain. Make cuts to just outside branch collar.
- (c) **GRUBBING:** Remove all stumps, roots, and debris a minimum of eighteen inches below original ground in landscape areas and three feet below any foundations or control fill. Use hand methods for grubbing inside drip line of trees to remain. Fill stump and root holes as specified in Section 303.

Section 301.03 Measurement and Payment for this item will be made under:

Pay Item	Pay Unit
Clear brush and small trees	acre, measured to 1/10 ac.
Selective clearing	acre, measured to 1/10 ac.

**SPECIAL PROVISION FOR
SECTION 603 SEEDING**

SECTION 603 SEEDING of the Specifications is amended as follows:

Section 603.02(a): Materials

1. **Permanent Seed Grass** shall be 100% Improved or "turf-type" Fescue or approved equal. Improved Fescue will be composed of a mix of 3 fescue varieties between 20% and 40% each: Jamestown, Reliant, Rebel, Rebel II, Finelawn or approved equals and shall conform to the requirements of Section 244.02(c).
2. **Temporary Seed Mix** shall be a mixture of Annual Winter Ryegrass, and Red Top. Mixture shall be planted with Ryegrass at 100 #/ac. and Red Top 2 # /ac.
3. **Permanent Seed Mixes** shall be the following:
 - A. Grass Seed: Seed mixture below is proportioned by weight.

Seed mixture shall consist of: 25% Kentucky Bluegrass (Mix of 3 varieties), 75% Turf Type Tall Fescue (Rebel 3D, Titan 2, Shenandoah, Finelawn 88, Anthem) complying with minimum germination, purity, weed content as specified in Virginia Seed and Sod laws, VDOT Standards. Kentucky 31 is NOT acceptable. Percentages determined by weight. Cast seeds at 9 pounds per thousand square feet. Seeding shall be between March 1 and May 15, or August 16 and October 31.

All seed must be in conformance with the VAE&S control manual for permanent and temporary seed mixes.

All seed shall be free of noxious weed seeds, cleaned Grade A recent crop seed. Dealers guaranteed analysis and germination of 80%.

Submit to the Landscape Architect for approval the proposed products with brand names and manufacturers a minimum of 30 days before ordering seed. Once approved, kinds and varieties of seeds shall be delivered to the project in separate sacks and shall be mixed on the project or other approved locations under the observation of the Landscape Architect. Seeds shall comply with applicable state and federal seed laws and contract requirements. Seed shall not be used until approved by the Landscape Architect.

Seed shall be accompanied by an affidavit as depicted in Section 244.02(c) of the Specifications.

Seed shall be subject to inspection by Virginia State Seed Regulatory Inspectors of the Virginia Department of Agriculture and Consumer Services.

Seed tests shall have been completed within a 12-month period, exclusive of the calendar month in which the test was completed, prior to the beginning of the area schedule seeding periods during which seeds are to be used.

Section 603.03 (a) Applying Lime is replaced by the following:

- (a) Applying Lime: Lime shall be uniformly applied to areas to be seeded at the rate of 50 pounds per 1,000 square feet. Any approved method may be used.

Section 603.03 (c) Applying Fertilizer is replaced by the following:

- (c) **Applying Fertilizer:** When dry fertilizer is used, it shall be applied uniformly to the seeding areas at the time of seeding at the rate of 400 pounds of 15-30-15 fertilizer, or an equivalent quantity of 1-2-1 fertilizer, per acre. Fertilizer shall be distributed evenly, by mechanical spreader, over all areas to be seeded. Fertilizer shall be applied not more than one week prior to seeding. Fertilizer to be uniformly distributed in the top 2" to 4" inches of seed bed.

When applied in liquid form or mixed with water, fertilizer shall provide the same value of nutrients per acre as specified for dry fertilizer. Fertilizer applied in liquid form shall be agitated during application.

Section 603.03 (d) Applying Seed is replaced by the following:

- (d) **Applying Grass Seed:** Special seeding shall consist of uniformly applying seed, fertilizer, and mulch on prepared areas.

Overseeding shall consist of applying seed and fertilizer on areas prepared as directed by the Landscape Architect. Overseeding of bare areas larger than 6 inches in diameter will be required prior to final acceptance. This must be accomplished through mechanical means using a slit-seeder or a core aerator.

Seeding shall be done during favorable weather conditions and when wind is five miles per hour or less.

On the same day that the finish grading operations are performed (with no rain between operations) and after approved by the Landscape Architect the seed shall be applied at the rate specified above by means of an approved mechanical seed spreader which will provide a seeding depth of 1/8" to 1/4". Grass seed will be mechanically spread where possible. Seed in two directions perpendicular to each other, using half of the specified amount in each application. Seeding will be done using a Drill Seeder or a Brillion Seeder or approved equal.

Immediately after seeding, roll seeded areas sown with hopper type equipment with a hand roller weighing not less than 150 pounds nor more than 200 pounds. Care should be exercised to prevent foot prints or other disturbances to the finished surface. If culti-packer seeder is used, no additional rolling is required.

Section 603.03 (e) Applying Mulch is amended to replace the first sentence of the first paragraph with the following:

Mulch shall be applied immediately after completion of the seeding operation.

Section 603.03 - Procedures is amended to add the following:

- (f) **Maintenance and Protection:** Maintenance shall include but not be limited to, the preparation and overseeding of any bare areas, proper watering, refilling of rain-washed gullies and rutted areas, mowing, Cultivation, weeding, disease and insect control, protective spraying, and any other procedures necessary to produce a normal healthy, and vigorous lawn. The maintenance period shall be until Owner's final acceptance of lawn.

At least three (3) mowings shall be completed in grass areas A and B before the work will be accepted. Mower blades shall be set 2 1/2" to 3" high. Do not mow seed "C" areas.

Watering shall be required for all areas which have been seeded except when natural precipitation has provided the necessary moisture as determined by the Landscape Architect. A minimum amount of rainfall would be two (2) one (1") inch rains per week.

- (g) **Inspection:** Contractor will request four inspections during the course of work: 1) when final grade has been prepared; 2) after seeding and covering; 3) after the second mowing for substantial completion; and 4) for final acceptance when all punch list items are completed. Contractor shall maintain grass, and erosion control mix areas by watering, weeding, and overseeding as necessary until lawn area is established and accepted with Final Acceptance.

If grass areas are being readied for inspection, no individual area of any lawn shall have bare spots to cover more than 5% of the individual lawn areas.

Section 603.04 - Measurement and Payment is amended to replace the second Paragraph with the following:

All payment amounts shall be for materials furnished and applied.

Grass Seed will be measured in pounds and will be paid for at the contract unit price per pound.

All Seed Mixes will be measured in pounds and will be paid for at the contract unit price per pound.

Fertilizer will be measured in pounds and will be paid for at the contract unit price per pound.

Lime will be measured in pounds and will be paid for at the contract unit price per pound.

Pay Item	Pay Unit
Grass Seed	Pound
Fertilizer	Pound
Lime	Pound

SPECIAL PROVISION FOR SECTION 316
CAST-IN-PLACE CONCRETE

I. DESCRIPTION

- 1.1 The contract documents apply to this section.
- 1.2 Reference specifications are referred to by abbreviations as follows:
 - A. American Concrete Institute ----- ACI
 - B. American Society For Testing And Materials ----- ASTM
- 1.3 Concrete work shall meet requirements of ACI 318 'Building Code Requirements for Reinforced Concrete', latest edition.
- 1.4 Submit shop drawings of reinforcing steel showing placement detail.
- 1.5 Submit concrete mix designs.
- 1.6 Submit manufacturer's literature for the following:
 - A. Air-Entrained Admixture
- 1.7 The independent testing agency, including branch office used referred to in this section and chapter 16 of ACI 301, shall meet the requirements of ASTM E 329 and shall have been inspected within the past three years by the cement and concrete reference laboratory of the National Bureau of Standards and shall have corrected any deficiencies noted.
- 1.8 Required references to be kept in the project field office shall include the following:
 - A. ACI 318
 - B. ACI 301
 - C. 'Placing Reinforcing Bars,' by Concrete Reinforcing Steel Institute.

II. MATERIALS

- 2.1 Concrete work shall meet requirements of ACI 301 'Specification for Structural Concrete For Buildings,' with the following modifications and supplements as noted by paragraph numbers in parentheses:
 - A. Cement for concrete for all structures shall be ASTM C 150 Type I or Type II.
 - B. Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete.

1. Fine Aggregate: Consist of natural sand, manufactured sand, or a combination thereof, clean and free from loam, clay, lumps, or other deleterious substances.
 2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows:
 - a. Crushed stone, processed from natural rock or stone.
 - b. Washed gravel, either natural or crushed. Use of pit or bankrun gravel is not permitted.
 - c. Maximum aggregate size: Not larger than one-fifth of the narrowest dimension between sides of forms, one-third of the depth of slabs, nor three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars. These limitations may be waived if, in the judgment of the engineer, workability and methods of consolidation are such that concrete can be placed without honeycomb or voids.
 3. Exposed Aggregate: brown pebbles – rounded, 1/8” to 3/8” in diameter.
- C. (3.2) The 28-day strength of concrete for this project shall be 3000 psi for footings and 4000 psi for all other concrete.
- D. (3.4) Concrete shall be air-entrained. Maximum air-entrainment shall be 4% to 8% where allowed.
- E. (3.7) No admixtures will be permitted except for pozzolanic admixtures, air-entrained admixtures and/or water-reducing admixtures.
- F. Fly Ash (pozzolanic admixture) shall meet the requirements of ASTM C 618 and shall be limited to a maximum of 15% by weight of cementitious materials.
- G. (3.8.) The minimum cement content shall be 5 bags per cubic yard.
- H. Maximum water to cement ratio (by weight) shall be 0.55 for footings and 0.5 for all other structures.
- I. (4.1.3) Earth cuts may be used as forms for footings only.
- J. (5.2) Reinforcing steel shall be ASTM a 615 grade 60. Welded wire fabric shall be ASTM A 185.
- K. (6.1.4) Bonding compound shall be 100 percent solid, moisture insensitive epoxy equal to Sikadur Hi-Mod by Sika Chemical Corporation, or FX-75 Hydro-Ester by Fox Industries, Inc.
- L. (16) Routine testing of materials and establishing mix designs shall be by an independent testing agency and performed at the contractor's expense. The securing of concrete field samples and testing of cylinders shall be by an independent testing agency.

2.2 Unless noted otherwise, reinforcing steel splices shall be Class B splices.

- 2.3 Joint sealant shall be equal to Sikaflex 2C NS/SL by Sika Chemical Corporation or Vertiseal by A. C. Horn, Inc.
- 2.4 Preformed metal screed joint shall be 24 gage galvanized steel shaped to provide a keyed joint and shall have dowel knockouts as required for dowels shown on the drawings. Joint shall be furnished with stakes, splice plates, and all other accessories necessary for complete installation.

III. PROCEDURES

- 3.1 Coordinate the installation of joint materials, embedded items and other related materials with placement of forms and reinforcing steel.
- 3.2 Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where the work specified in this section may properly commence.
- 3.3 Form Work
- A. General: design, erect, support, brace and maintain all required forms to be substantial, sufficiently tight to prevent leakage of mortar, and able to withstand excessive deflection when filled with wet concrete.
1. Provide Class A tolerances for concrete surfaces exposed to view.
 2. Provide Class C tolerances for all other concrete surfaces.
- B. Layout
1. Form all required cast-in-place concrete to the shapes, sizes, lines, and dimensions indicated on the drawings.
 2. Make proper provisions for all openings, offsets, recesses, anchorage, blocking, and other features of the work as shown or required.
 3. Perform all forming required for work of other trades and do all cutting and repairing of forms required to permit such installation.
 4. Carefully examine the drawings and specifications and consult with other trades as required relative to the provisions for openings, reglets, chases, and other items in the forms.
- C. Earth Forms
1. Upon approval of the engineer, side forms for footings may be made of earth, provided the soil will stand without caving and the sides of the banks are made with a neat cut to the minimum dimensions indicated on the drawings.
 2. Make all necessary provisions to prevent cave-ins during placement of the concrete.
- D. Reuse of Forms

1. General: Reuse of forms shall be subject to the advance approval of the engineer.
2. Requirements
 - a. Except as specifically approved in advance by the Engineer, reuse of forms shall in no way delay or change the schedule for placement of concrete from the schedule obtainable if all forms were new.
 - b. Except as specifically approved in advance by the Engineer, reuse of forms shall in no way impart less structural stability to the forms nor less acceptable appearance to finished concrete.

E. Removal of Forms

1. Side forms of footings may be removed seven days after placement of concrete, but the time may be extended if deemed necessary by the Engineer.
2. Cut nails, tie wires, or form ties flush with finished surfaces, and leave all surfaces smooth and clean.
3. Remove metal spreader ties on exposed concrete by removing or snapping off the ties inside the wall surface and pointing up and rubbing resulting pockets to match the surrounding areas.
4. Flush all holes resulting from the use of spreader rods and sleeve nuts using water, and then solidly pack those holes throughout the wall thickness with cement grout applied under pressure by means of a grouting gun. Grout shall be 1 part portland cement to 2-1/2 parts sand. Apply grout immediately after removing forms.

3.4 Reinforcement

- A. Details and methods of reinforcement placement and supports shall comply with CRSI recommendations for "Placing Reinforcing Bars".
- B. Prior to placement of concrete, accurately place all concrete reinforcement, positively securing and supporting the reinforcement by concrete blocks, metal chairs, spacers, runners, bolsters or by hangers. The use of clay, brick or wood is prohibited.
- C. Place reinforcement to maintain minimum coverages as required for concrete protection.
- D. Place all required dowels and securely anchor them into position before the concrete is placed.
- E. Install welded wire fabric in lengths as long as practical. Make all splices at least one mesh wide and secure with wire ties. Offset adjoining laps to prevent continuous laps in either direction.
- F. Reinforcement, at the time concrete is placed, shall be free from rust scale, loose mill scale, oil, paint, and all other coatings which may destroy or reduce the bond between reinforcement and concrete.

3.5 Joints

- A. Construction joints shall be located by the contractor at locations and in a manner that do not affect the integrity of the structure.
 - B. Use bonding agents on existing concrete surfaces that will be joined with fresh concrete.
- 3.6 Seal joints per the joint sealant manufacturer's recommendations.
- 3.7 Embedded items: Set all required steel frames, angles, grates, grills, bolts, inserts and other such items required to be anchored in the concrete before the concrete is placed.
- 3.8 Unless otherwise noted, coat all surfaces of forms in contact with concrete with a form coating compound.
- 3.9 Concrete Placement
- A. When the air temperature is expected to fall below 40 degrees (F), concrete placement shall be in accordance with ACI 305.
 - B. When the air temperature is expected to be above a temperature that may impair the integrity of the concrete, placement shall be in accordance with ACI 306.
 - 1. Use water-reducing retarding admixtures when required by temperature, low humidity or other conditions. Use shall be approved by the Engineer.
 - C. Placement shall be in accordance with ACI 318 and 301.
- 3.10 Formed Surface Finishes
- A. Unless otherwise noted, provide a grout-cleaned finish on all surfaces exposed to public view.
 - B. Provide a smooth-formed finish for all surfaces that are scheduled for a grout-cleaned finish.
 - C. Unless otherwise noted, provide a rough-formed finish on surfaces not exposed to view in the finished work or concealed by other trades.
- 3.11 Curing And Protection
- A. Cure concrete by using a curing compound, moist curing, or by the use of a moisture retaining cover.
 - B. Apply curing compounds per the manufacturer's recommendations.
 - C. Apply curing methods immediately after final finishing operations are complete.
 - D. Cure formed surfaces with moist curing methods.
 - E. Cure unformed surfaces with an appropriate curing method.
- 3.12 Surface Repairs
- A. Repair and patch defective areas with cement mortar immediately after removing forms.

- B. Repairs in surfaces that are exposed to view shall match the adjacent surfaces in color and texture.
- C. Remove and replace defective surfaces if defects cannot be repaired to the satisfaction of the Owner.

IV. MEASUREMENT AND PAYMENT

Measurement and payment for this item will be included as part of appropriate associated pay items.

**SPECIAL PROVISION FOR
WOOD SITE STRUCTURES**

I. DESCRIPTION

The work of this section consists of furnishing and installing wood site structures.

- (a) Types of wood construction specified in this section include but are not limited to the following:
 - 1. Locust:
 - a. Fence Posts
 - b. Timber Trail Edging
 - c. Log Water Bars
 - 2. White Oak:
 - a. Timber Benches
 - 3. Southern Yellow Pine:
 - a. Dressed:
 - 1) Miscellaneous framing and blocking not seen by public.

Submittals: As specified in Section 106

- (a) Product data and installation instructions for required Work, covering timber fabrication process, treatments, and accessories.
- (b) Samples 24 inches long, full width and depth, showing range of variation to be expected in appearance of timber including any required treatment and finishing.

Quality Assurance

- (a) Wood Structural Design Standard: Comply with applicable requirements of "National Design Specification for Wood Construction" revised 1991 edition, published by National Forest Products Association and "Construction Manual" 1994 fourth edition, published by American Institute of Timber Construction.
- (b) Lumber Standards: Manufacture lumber to comply with PS 20 revised 1995, "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- (c) Inspection Agencies: Inspection agencies and the abbreviations used to reference with lumber grades and species include the following:
 - SPIB - Southern Pine Inspection Bureau.
- (d) Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill (Dressed southern yellow pine only).

- (e) Preservative Treatment shall comply with the requirements of the American Wood Preservers Association (AWPA) (Dressed southern yellow pine only).

II MATERIALS

Locust

- (a) Timber Species: Native locust species taken from the site within limits of clearing or from local sources, debarked, in continuous lengths as called for.
- (b) Moisture content: Cut, prepare, and install timber green.

White Oak

- (a) Timber Species: white oak from local sources, in continuous lengths as called for.
- (b) Heavy Timbers: split from trunk or near-trunk branches, to dimensions shown. Where possible, use only heartwood. Boards – rough – sawn, or re-sawn rough, to dimensions shown.
- (c) Moisture Content: Heavy timbers shall have been dried a minimum of two years. For boards, timber must be dried one year for each inch of thickness.
- (d) Use of recycled heavy oak timbers will be permitted.
- (e) Finish: finish with clear wood sealer.

Recommended Manufacturers:

Sherwin-Williams
101 W Prospect Ave
Cleveland, OH
800-474-3794
www.sherwin-williams.com

Cabot Stain
100 Hale Street
Newburyport, MA 01950
800-877-8246
www.cabotstain.com

Olympic Paints & Stains
One PPG Place
Pittsburgh, PA 15272
800-426-6306
www.olympic.com

Southern Yellow Pine

- (a) Rough Sawn: No. 1 grade Southern Yellow Pine, rough sawn.
- (b) Dressed: No. 1 grade Southern Yellow Pine, finished 4 sides at all other locations designated for pine timber.

- (c) Moisture content: 16 percent maximum moisture content.

III. PROCEDURES

Installation (see appropriate details contained in the drawings):

- (a) Install all work plumb and true.
- (b) Install all posts or construction to be in contact with the ground plumb. Place backfill and thoroughly tamp.
- (c) Minimize site cutting and drilling of all pressure treated and surface treated lumber.
- (d) Make all connections and anchorage secure.
- (e) Protect installed work from adjacent construction.
- (f) Temporarily support members during construction until completion of installation.

IV. MEASUREMENT AND PAYMENT

Payment will be made at the contract unit price for each site structure as shown below:

Locust

Fence Posts	Linear Foot included as part of appropriate associated pay items
Timber Edging and Anchors	Linear Foot
Log Water Bars and Rip/Rap	Each

White Oak

Timber Benches	Each
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Southern Yellow Pine-Dressed

Miscellaneous Blocking	Lump Sum, Contract Price
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**SPECIAL PROVISION FOR
TRAIL SURFACE CONSTRUCTION**

I. DESCRIPTION:

The work of this section consists of final grading the existing and proposed trails, filling voids, placing geotextile fabric and creating the trail surface.

QUALITY ASSURANCE

- A. **Installer Qualifications:** Installer to provide evidence to indicate successful experience in installing fiber-reinforced engineered soils.
- B. **Mock-ups:** Install 6 ft. wide x 10 ft. long mock-up of sand mix stabilized with turf reinforcement fiber at location as directed by Landscape Architect.

II. MATERIALS

Earth Fill - See VDOT Road and Bridge Specifications Manual, Section 302.02, Select Borrow.

Gravel – See VDOT Manual, Section 203 – Coarse Aggregate for #57 stone; see VDOT Manual, Section 208 – Subbase and Aggregate Base Material for #21B aggregate.

Crushed Granite – 1/3 mix of 1/4” crushed granite stone, 2/3 mix of 3/8” crushed granite stone, in accordance with ASTM C 136 – Method for Sieve Analysis for Fine and Coarse. Submit a 3 lb. sample and sieve analysis for approval.

Geotextile Fabric - Submit a 1 square foot sample for each type proposed.

Soil Base Composition: Soil base will consist of 30% sand, 60% topsoil and 10% compost.

Turf Reinforcement Fiber – A commercially-available synthetic fiber system that creates a network structure to reduce soil movement, and increase bearing capacity.

- A. **Stalok Fiber**, as manufactured by Stabilizer Solutions, Inc., Phoenix, AZ
Tel: 800-336-2468
- B. **Netlon Advanced Turf**, as manufactured by Netlon Turf Systems, Genk, Belgium
Tel: +32-89-84310
- C. **Fibersoils**, as manufactured by Fibersoils, Inc., Baton Rouge, LA
Tel: 866-342-3771

Metal Edge Restraint - Commercial grade, steel edging, 12 gauge; in lengths minimum of 10’ and heights minimum of 6”, with matching stakes. All components shall be factory primed and painted gloss black.

Minimum 6” overlap joint must be integrated in to design of edging.

4” Perforated Drainage Pipe – HDPE (high density polyethylene) perforated pipe.

Topsoil - VDOT Manual, Section 244.02 - Class “B” Topsoil.

Seed – VDOT Manual, Section 603. See also Special Provision for Seeding.

III. PROCEDURES

SUBBASE AND SUBGRADE

1. Protect battlefield resources, then scarify surface to remove vegetation and provide bonding surface.
2. Place aggregate in wet and low areas to bring the sub base to within 1/2” tolerance of its final grade, in accordance with the VDOT Manual, sections 308 and 309.
3. Where applicable blade existing trail to smooth and flatten uneven areas. Provide crown and widen to dimensions shown on the drawings. Remove plant and organic material.
4. Thoroughly compact bladed areas and areas of supplemental aggregate to bring them to 80% compaction according to VDOT manual, section 308, using AASHTO T191, T205, or T214.

GEOTEXTILE FABRIC/SEPARATION FABRIC

5. Install fabric in accordance with the manufacturer’s instructions unless indicated or specified otherwise. For fabric damaged during installation, repair or provide new fabric, as directed by the Landscape Architect.
6. Place fabric in contact with compacted subgrade with minimal wrinkles or folds. If mechanized methods are used, the equipment shall be capable of laying the fabric without damaging the fabric and without forming excessive wrinkles or folds. Fabric shall extend to the edges of the curb or walk. Overlap fabric at joints a minimum of two (2) feet. At traverse joints, tuck the following roll under the previously placed fabric. Do not place more fabric than can be covered in the same day.
7. Repair damaged fabric by placing an additional layer of fabric over the damaged area, overlapping one foot in all directions.

METAL EDGING

8. Install metal edge restraint according to the manufacturer’s instructions.

GRANITE FINES TRAIL

9. Placement of the crushed stone material over the fabric shall closely follow the fabric placement. Failure to comply shall require providing new fabric. Place the trail bed on the fabric in the direction of overlaps and spread uniformly.
10. Place and grade crushed stone mix to a width shown on the drawings. Slope to meet all adjacent grades.
11. Compact trail to 95% density, according to VDOT manual, section 308, using AASHTO T191, T205, or T214.

FIBER REINFORCED TURF

12. Install and compact porous fill to depths shown on Drawings.
13. Install soil mix and sand at rates specified on Drawings.
14. Spread soil amendments and fertilizer.
15. Spread fibers by hand or with a modified straw blower at a rate of approximately 1lb/10sf.
16. Mix fiber into rootzone to depth shown on Drawings using approved rototiller – reverse tiller is preferred. Incorporator, Rotodairon, Blecavator are acceptable. When using Rotodairon or Blecavator, 3 passes in different directions are generally sufficient. Other tillers may require up to five passes. Do not exceed five passes.
17. Check rate of fibers per square foot during application by placing one square yard sheets of plastic at random locations over the area. After spreading, remove sheets and weigh retained fibers to make sure proper weight is achieved. Continuous monitoring should be done to verify spreading rate matches design rate. Strong winds may require wetting area of soil and fibers to reduce fiber displacement.
18. Thoroughly soak surface after tilling. Soil should be moistened to a minimum depth of 9 inches and kept moist.
19. Consolidate with vibratory roller to dry density between 87 and 100 lbs per cubic foot. For high or low areas or irregularities hand rake to final grade and re-roll.
20. Develop shoulders of the trail by grading the trapezoidal edge shown on the drawings and placing topsoil to the level of the trail. Slope to drain by continuing the shape of the crown.
21. After landscape architect has inspected and approved the trail mixes, place top layer as shown, spread evenly to eliminate dips in the surface, and compact to 95% density by rolling.

22. Seed in accordance with Special Provision for Seeding.

IV. MEASUREMENT AND PAYMENT

Measurement and Payment for this item will be made by square footage placed on the trail in each of the pay unit categories. Regular excavation, earth fill, topsoil and seeding are covered elsewhere. Payment will be made under:

Pay Item	Pay Unit
Woven Geotextile Fabric	Square foot, in place
Turf Reinforcement Fiber System	Square foot, in place
Metal Edge Restraint	Linear foot, in place

SPECIAL PROVISION FOR
EXTERIOR SIGNS

I. DESCRIPTION:

The work of this section consists of furnishing and installing exterior signage. Graphic files that meet National Park Service graphic standards will be provided by the Designer for printing.

Submittals: As specified in Section 106.

- (a) Shop Drawings: Present the Owner with CAD drawings showing all construction details, materials, wood species, dimensions, fastenings, blockings, joints, and assembly and erection details for review and approval prior to fabrication.
- (b) Samples: Present the Owner with reasonable sized samples of all sign materials and finishes for review and approval prior to fabrication. Date and label all samples appropriately.

Mock-Up: Provide a mock up of stone masonry to be completed on ¼ of one side of each sign base for approval by the Owner's Representative.

Quality Assurance: Identify wood by grade mark of a recognized association or agency, or provide certification for unmarked material.

Storage And Handling: Protect signs from damage during transportation. Store all materials off ground under protective covering.

II. MATERIALS:

Pressure-Treated Posts

- (a) Timber species: No. 1 Southern Pine, UC4A Ground Contact, General Use.
 - 1. Posts to be free of knots, cracks, checks, warping, bowing, and twisting defects.
 - 2. All timber shall come from heartwood and have square edges.
 - 3. Use corrosion proof stainless steel hardware to secure sign panels.
 - 4. Finish with Cabot Deck Stain or comparable. Penetrating, water-repellent, linseed oil-based stain with UV protection. Color and transparency TBD.

Recommended Manufacturers

CABOT STAIN
100 HALE STREET
NEWBURYPORT, MA 01950
800-877-8246
WWW.CABOTSTAIN.COM

OLYMPIC PAINTS & STAINS
ONE PPG PLACE

PITTSBURGH, PA 15272
800-426-6306
WWW.OLYMPIC.COM

SHERWIN-WILLIAMS
101 W PROSPECT AVE
CLEVELAND, OH
800-474-3794
WWW.SHERWIN-WILLIAMS.COM

Paints

- (a) Paint on Primary Site Sign Face (See Drawing 1.30); Secondary Site Sign Face (See Drawing 2.20); and Directional / Regulatory Trail Signs (See Drawing 5.00) to be acrylic polyurethane with UV-protected semi-gloss top coat.

All paint colors to match Matthews color samples provided by Designer.

Paint Color 1, Red — MP68834
Paint Color 2, Cream — MP00605
Paint Color 3, Blue — MP70120
Paint Color 4, Grey — MP02834
Paint Color 5, Black — 422045SP

DHLP (Digital High Pressure Laminate) Sign Faces

- (a) 1/8" thick DHLP panels with square edges required for Trailhead Sign (See Drawing 3.00)
(b) 1/8" thick DHLP panels with square edges required for Interpretive Signs (See Drawing 4.00)
(c) Vector files for printing all graphics provided by the Designer.
(d) Color proofs required for each panel—PDF and 8" x 10" or larger on actual material.

Recommended Manufacturers

KVO INDUSTRIES
1825 EMPIRE INDUSTRIES COURT, SUITE A
SANTA ROSA, CA 95403
707-573-6868
WWW.KVOINDUSTRIES.COM

FOSSIL INDUSTRIES, INC.
44 JEF RYN BOULEVARD
DEER PARK, NY 11729
800-244-9809 631-254-9200
FAX: 631-254-4172
WWW.FOSSILGRAPHICS.COM

IZONE

2526 CHARTER OAK DRIVE, STE 100
TEMPLE, TEXAS 76502
888-464-9663
FAX: 254-778-0938
WWW.IZONEIMAGING.COM

NPS Style Sign Frames

- (a) Trailhead Sign— Aluminum with Powder Coat Finish (See Drawing 3.00)
— Optional price for Aluminum with Textured Polyurethane Paint Finish
- (b) Interpretive Sign— Aluminum with Powder Coat Finish (See Drawing 4.00)
— Optional price for Aluminum with Textured Polyurethane Paint Finish

Recommended Manufacturers

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1825 EMPIRE INDUSTRIES COURT, SUITE A
SANTA ROSA, CA 95403
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TEMPLE, TEXAS 76502
888-464-9663
FAX: 254-778-0938
WWW.IZONEIMAGING.COM

HDU (High Density Urethane Foam) Sign Faces

- (a) HDU panels required for Primary Site Sign (See Drawing 1.30)
- (b) HDU panels required for Secondary Site Sign (See Drawing 2.20)
- (c) Vector files for printing all graphics provided by the Designer.
- (d) Color proofs of graphics required for each panel.
- (e) Color swatches of each color are required for approval.

Recommended Manufacturers

BUNTING
20 RIVER ROAD
VERONA, PA 15147
412-820-2200
WWW.BUNTINGGRAPHICS.COM

HOLIDAY SIGNS
11930 OLD STAGE ROAD
CHESTER, VA 23836
804-796-9443
WWW.HOLIDAYSIGNS.COM

ACORN SIGN GRAPHICS
4109 WEST CLAY STREET
RICHMOND, VIRGINIA 23230
800-770-4744
WWW.ACORNSIGN.COM

Masonry

- (a) Shenandoah Valley limestone is required for Secondary Site Sign (See Drawing 2.05)
- (b) The design of the stone masonry for the bases of these signs is modeled after the masonry of the former Valley Pike's Tumbling Run Bridge, located in Cedar Creek, Virginia. (See historic photo from July 29, 1884 on next page). It was constructed of local stone with raked mortar joints. This type of limestone is known regionally as "bluestone." The unique character of Valley Bluestone is that, over time, it weathers to a light grey. Preferably the sign bases will be constructed using reclaimed stone that has already weathered to a light grey. Contractor to match sample(s) provided by Designer.
- (c) Joinery Guidelines:
 - 1) Use two over one, one over two rule. Overlaps average at least one third. Two and three corner rock intersections only—no four corner intersections will be accepted.
 - 2) Cap stones to be full width of the wall.
 - 3) Use larger stones at the corners of the walls.
 - 4) .375" minimum and 1.5" maximum mortar joints
 - 5) Joints to be raked approximately 1" deep to hide mortar.



Valley Pike's Tumbling Run Bridge, July 29, 1884

III. PROCEDURES

Images and text files for all signs will be provided by Designer. Provide material and finish samples for each sign component. Provide sample routed mock-up of Site Sign panels for review. Once approvals have been obtained, engage professional sign company to create signs. Install as per drawings.

- a) Install all work plumb and true
- b) Backfill and thoroughly tamp all disturbed soil
- c) Make all connections and anchorage secure
- d) Seed disturbed areas with grass, per Phase I specifications for seeding

IV. MEASUREMENT AND PAYMENT

Payment will be made at the contract unit price for each individual sign structure represented on the drawings.