BID PROPOSAL AND CONTRACT DOCUMENTS

BESSIE WELLER ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL

VDOT Project No:
EN16-132-104, C501, P101, R201

FHWA No.:
TAP-5132(152)

UPC: 109024

Department of Public Works
Engineering Division

September 15, 2021

BESSIE WELLER ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL

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ADVERTISEMENT FOR BIDS

PROJECT: BESSIE WELLER ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL
UPC 109024
VDOT No.: EN16-132-104, C501, P101, R201
FHWA No.: TAP-5132(152)
City of Staunton, Virginia
June 18, 2021

The City of Staunton, Virginia, (hereinafter called the "Owner", or "Public Body") will receive sealed Bids for the furnishing of all labor, materials, supervision, and equipment necessary to complete above titled project at the City's Purchasing Agent's Office, located at 116 W. Beverley Street, City Hall, Third Floor, until **2:00 p.m. local time on October 19, 2021** at which time the Bids will be publicly opened and read aloud.

The Bid Opening will be hosted by the City. Actual opening of the bids will be performed in the Finance Department by Chad Horvat, City of Staunton's Finance Business Manager, along with at least one other person to witness.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED. BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail to:
City of Staunton
Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
Phone: (540) 332-3819

Overnight To
City of Staunton
Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24402-0058
Phone: (540) 332-3819

The Project was developed under **UPC 109024, State Project Number EN16-132-104, and Federal Project Number TAP-5132 (152).** The work under this Project consists of pedestrian improvements adjacent to Bessie Weller Elementary School including lighting, signage, sidewalk and crosswalks. Lighting will be installed along the existing greenway trail between Fisher Circle and Bessie Weller Elementary School. A more complete description of the work and full information for contract bidders is given in the Specifications and Contract Documents.

Bid Security in the amount of five percent (5%) of the Bid shall be submitted with each Bid. Bid Bond must be in the form of a cashier's check or certified check payable to the City of Staunton.

A **non-mandatory pre-bid meeting** will be held on **September 29, 2021 at 2:00 p.m.** local time. **The pre-bid meeting will be hosted by the City in-person at the City Council Chambers, located at 116 W. Beverley Street, City Hall, First Floor, as well as via a Zoom Meeting. The Zoom meeting will begin promptly at 2:00 p.m.**

To join the Zoom meeting, please enter the following in your web browser:

https://us02web.zoom.us/j/89638338824?pwd=Vy81MlZVeUg0UG9sVHJtNjFzUFF6UT09

Meeting ID: 896 3833 8824
Passcode: 821441

Or, to join via phone:

One tap mobile
+13126266799,,89638338824# or +19292056099,,89638338824#
Telephone
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Contractor registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required.

The envelopes containing the Bids must be sealed, addressed to the **City of Staunton, City Purchasing Agent's Office, Staunton, Virginia 24401**, and marked as **Bid for the Bessie Weller Elementary School SRTS, UPC: 109024, VDOT No.: EN16-132-104, C501, P101, R201, FHWA No.: TAP-5132(152)**

The bidder shall include in its Bid the following notation:
"State Corporation Commission Registration No. _____" (issued to contractor by the SCC)

VDOT Prequalified Contractors are required for this project. Prequalification of Contractors shall be in accordance with VDOT Road and Bridge Specifications, Section 102. Subcontractors are not required to be VDOT Prequalified.

The Bid shall remain subject to acceptance for sixty (60) days.

The Owner reserves the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid.

Withdrawal of Bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The City of Staunton does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

1.1. The City of Staunton, Virginia, (hereinafter called the "OWNER", or "Public Body") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the City Purchasing Agent's office, as specified in the Advertisement for Bid.

1.2. Bid documents are available for viewing and downloading from the City's website at www.ci.staunton.va.us/departments/finance/procurement and also on eVA website at https://m.vendor.epro.cgipdc.com/Vendor/public/AllOpportunities.

1.3. The owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

2. PREPARATION OF BID and SUBMISSION

Each bid must be submitted on the prescribed form in accordance with the following:

2.1. Each bid must be properly signed and with all blank spaces filled out, in ink or typewritten. The foregoing certification must be fully completed and executed when submitted. Do not make any modifications, erasures, deletions, additions or changes to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejections of the bid. Submit only the original signed copy of the bid.

2.2. Address bids to the Owner, and deliver to the address specified in the Advertisement for Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope or box bearing on the outside the following:

2.2.1. Project Title
2.2.2. Project Number(s) (VDOT)
2.2.3. Name of the Bidder
2.2.4. Bidder's address
2.2.5. Date and hour of the bid opening.

2.3. The sealed envelope containing the bid must be enclosed in another envelope and mailed to the address as specified in the Advertisement for Bid. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed or emailed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids may be returned to the bidder. All expenses for making bids to the City shall be borne by the bidder.

2.4. Indicate receipt of issued addenda on the Bid Form. All Bidders are advised to check the City's website at www.ci.staunton.va.us/departments/finance/procurement to assure that all Addenda have been received and that the cost consequences thereof have been included in the Bid. Addenda will also be available on eVA website at https://m.vendor.epro.cgipdc.com/Vendor/public/AllOpportunities.

2.5. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.

2.6. Any bid received after the time and date specified shall not be considered.

2.7. Bidders must be prequalified with VDOT to be considered responsive bidders on this project.

2.8. Bid shall remain subject to acceptance for sixty (60) days.

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

2.9.1. Signed Bid Form which includes acknowledgement of Addenda
2.9.2. Bid Bond
2.9.3. Certification Regarding Contact with Children
2.9.4. State Corporation Commission Registration
2.9.5. Non-Collusion Affidavit
2.9.6. Reference List
2.9.7. VDOT Form C-48
2.9.8. VDOT Form C-49
2.9.9. VDOT Form C-104
2.9.10. VDOT Form C-105
2.9.11. VDOT Form C-111

3. SUBCONTRACTS

3.1. The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract must be acceptable to the Owner. The bidder must name the subcontractor(s), and the City reserves the right to determine whether any named subcontractor is fit and capable to perform the required work.

4. METHOD OF BIDDING

4.1. This is a unit price bid for **Bessie Weller Elementary School Safe Routes to School Project.** See Bid Schedule.

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

5. QUALIFICATIONS OF BIDDER

5.1. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder indicates that the bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5.2. No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City.

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

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

6. BID SECURITY

6.1. Each bid must be accompanied by a Bid Bond in the amount of five percent (5%) of the bid submitted, or a certified check of the Bidder in an amount not less than five percent (5%) of the amount of the bid, payable to the order of the City of Staunton, Virginia. Such bid bonds or checks will be returned to all, except the three bidders submitting the most favorable bids, within three (3) days after the formal opening of the bids. The remaining Bid Bonds or checks will be returned to the three most favorable bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract, or if no contract has been so executed, within sixty (60) days after the date of the opening of the bids.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

7.1. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. TIME and COMPLETION and LIQUIDATED DAMAGES

8.1. Bidder must agree to commence work on or before a date to be specified on a written "Notice to Proceed" from the OWNER.

8.2. Bidder must agree to **fully complete the Project by June 30, 2022.**

8.3. OWNER and CONTRACTOR stipulate that **TIME IS OF THE ESSENCE** and delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that, however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of **$350.00** per day for the CONTRACTOR's failure to perform timely in strict accordance with the CONTRACT. OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

9. EXAMINATION OF DOCUMENTS and SITE OF WORK

9.1. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

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

9.3. Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

9.3.1. Inspection and testing of materials.
9.3.2. Insurance requirements (Section 2-Insurance of General Conditions)

9.4. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

10. ADDENDA and INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

10.1. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

10.2. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to harttlm@ci.staunton.va.us or mailed to address in the Advertisement for Bid. All questions must be received no later than **12:00 p.m. on October 6, 2021.**

10.3. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at www.ci.staunton.va.us/departments/finance/procurement. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **October 8, 2021**.

10.4. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY and FAITHFUL PERFORMANCE

11.1. Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with this contract.

11.2. Both payment bond and performance bond shall be in the amount of 100% of the contract price.

11.3. All bonds shall be on forms provided in the Contract Documents and written by companies LICENSED TO DO BUSINESS IN VIRGINIA and shall be administered through agent(s) registered in Virginia.

12. POWER OF ATTORNEY

12.1. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. NOTICE OF SPECIAL CONDITIONS

13.1. Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

13.1.1. Inspection and testing of materials (Section 7.12 of General Conditions and Technical Specifications as applicable).

13.1.2. Insurance requirements (Section 2 – Insurance of General Conditions).

14. LAWS and REGULATIONS

14.1. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract will be deemed to be included in the contract as though herein written out in full.

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

15. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

15.1. The contract will be awarded on the basis of the sum of the Base Bid and the accepted Alternates.

15.2. The award will be made to the lowest responsible bidder whose bid conforms to the Advertisement, these Instructions and whose qualifications indicate the award will be most advantageous to the City.

15.3. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

15.4. The City will notify all bidders of the award and return Bid Sureties to all but the successful bidder.

16. EXECUTION OF AGREEMENT

16.1. The form of the Contract, which the successful bidder will be required to execute, is included in the Project Manual.

16.2. After notice from the City, the successful bidder has fourteen (14) business days to enter into a Contract or forfeit as liquidated damages the security deposit. By executing the

Contract, the Contractor certifies that he has reviewed the Contract Documents and the project area and accepts the conditions of each.

16.3. At delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Owner the following documents, as required by the Owner and the Contract Documents:

16.3.1. Certificates of Insurance and Endorsement
16.3.2. Labor and Materials Payment Bonds
16.3.3. Performance Bond
16.3.4. City Business License
16.3.5. Virginia State Contractor's License Number

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

17. OBLIGATION OF BIDDER

17.1. Under Section 2.2-4330, Procedure (A(i)) of the Code of Virginia, a bidder for a contract with the State or any department, institution or agency thereof, or with any county, city, town, school board, or any agency thereof for the construction, demolition, alteration, repair or improvement may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, evidenced by the inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder must give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

18. ADJUSTMENT OF CONTRACT

18.1. The Owner reserves the right to expand this contract to include work of the type defined in the project specifications, to other areas of the City. This expansion would be contingent upon the Contractor agreeing to perform the additional work at the same contract prices found in the proposal for the original contract.

18.2. The owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities as deemed in the best interest of the Owner. Adjustments of contract unit prices will not be considered for overruns or underruns of the original bid quantities. Unit price adjustments will not be made in the event of the elimination of any other associated bid item.

19. NON-MANDATORY PRE-BID MEETING

19.1. A non-mandatory pre-bid meeting will be held. See Advertisement for Bid for details.

20. CITY BUSINESS LICENSE

20.1. City of Staunton Business License is required for successful award of this project. At or prior to delivery of the signed Agreement/Contract, the bidder to whom the Contract is awarded shall deliver to the Owner a copy of their City Business License. The bidder shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Staunton Commissioner of Revenue office at 540- 332-3829.

21. STANDARDS and SPECIFICATIONS

21.1. Work in this project shall conform to the current 2020 Virginia Department of Transportation (VDOT) Road and Bridge specifications, the current VDOT Road and Bridge Standards, the current Virginia Erosion and Sediment Control handbook, the current Virginia Erosion and Sediment Control regulations and the current City of Staunton Design and Construction Standards Manual. The project will be managed and documented per the VDOT LAP Manual. All required testing shall be performed per the VDOT LAP Manual. In the event of conflict between any of these standards, specifications or plans, the VDOT specification 105.12 will apply, and shows the hierarchy of documents and which shall govern.

22. CONSIDERATION OF PROJECT COMPLEXITIES

22.1. In preparing this bid, Contractor shall understand and account in their costs for the complexities involved in administering the construction required by this Contract. Contractor shall be aware that the project area receives heavy vehicular and pedestrian traffic prior to and at the end of the work day. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner.

22.2. Contractor should be aware that this is a federal and state aid project with several requirements.

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

23. INSURANCE REQUIREMENTS

23.1. By signing and submitting a bid or proposal the contractor certifies that if awarded the contract, they will have the insurance coverages as outlined in Section 2 - Insurance of the General Conditions at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

BIDDER STATEMENT

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

Signature:_____ Date:_____

Name:_____ Title:_____

Name of Firm:_____

This document must be completed & returned with bid submission.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

To: City of Staunton
City Hall
P.O. Box 58
Staunton, Virginia 24402

Gentlemen:

The undersigned, as Bidder, does hereby declare that the only person, persons, company or parties interested in this Bid are named herein; that this Bid is made and that the Contract will be executed without collusion with any other person or persons presenting any Bid for the same work, labor and materials; that this Bid is in all respects fair and just and that no person prohibited therefrom by law is directly or indirectly interested in this Bid, nor in the labor and materials to which it relates, nor in any portion of the profits thereof.

The undersigned does further declare that he has personally examined the site of the proposed work and made such investigation as is necessary to determine the general and local conditions and the character of the work to be encountered; that he has carefully examined each and every item of the annexed Contract Documents and the Plans and Specifications pertaining hereto, and that he fully understands the same, and will make no claim, other than as stated therein, because of any misunderstanding or misconception concerning the nature, character or amount of work to be done.

The undersigned does hereby offer and agree to execute and perform the Contract attached hereto, and of which this Bid forms a part; and to furnish all of the labor, materials, tools, equipment, transportation and superintendence for the construction; in strict conformity with the drawings and specifications. The undersigned further proposes to perform the work at the prices set opposite each item, it being understood that the quantities given are estimates only and payment will be made on the basis of actual quantities as developed during the construction.

This document must be completed & returned with bid submission.

BID FORM

BID SCHEDULE

PROJECT: Bessie Weller Elementary School SRTS

VDOT PROJECT No.: EN16-132-104, P101, R201, C501

FHWA No.: TAP-5132(152), UPC: 109024

Bid No.	Item	VDOT Spec. Ref.	Qty.	Unit	Unit Price	Item Total
A - Sidewalk Replacement - Bessie Weller Drive						
A1	Remove/Dispose Existing Concrete	105	115	SY		
A2	Concrete Sidewalk	308, 504	115	SY		
B - Paved Trail - Paul St to Ames St						
B1	Site Grading	303, 305, 603	1	LS		
B2	Retaining Wall	506	68	LF		
B3	Railing	504	78	LF		
B4	Asphalt Path	308, 309, 315	156	SY		
B5	Concrete Sidewalk	308, 504	5	SY		
B6	Sidewalk Access Ramp w/ CG-12	308, 504	1	EA		
B7	Bollard	700	2	EA		
B8	New No Parking Sign	700, 701	1	EA		
C - Sidewalk Improvements - Nelson St & E Liberty St						
C1	Remove/Dispose Existing Concrete	105	30	SY		
C2	Concrete Sidewalk	308, 504	11	SY		
C3	Sidewalk Access Ramp w/ CG-12	308, 504	4	EA		
C4	Install Painted Crosswalk	704	2	EA		
C5	School Crossing Assembly (S1-1 w/ W16-7P)	700, 701	3	EA		
C6	School Advance Crossing Assembly (S1-1 & W16-9P)	700, 701	2	EA		
D - Sidewalk Improvements - Gay St - Ames St to Nelson St						
D1	Remove Existing Painted Crosswalk	704	2	EA		
D2	Remove/Dispose Existing Concrete	105	21	SY		
D3	Concrete Sidewalk	308, 504	98	SY		
D4	Sidewalk Access Ramp w/ CG-12	308, 504	5	EA		
D5	CG-9A Standard Entrance Gutter	308, 316	1	EA		
D6	Street Repair/Patch	308, 315	41	SY		
D7	Gravel Driveway Extension	200, 205	17	SY		
D8	Install Painted Crosswalk	704	2	EA		
D9	RRFB Solar Powered Crossing Assembly (S1-1 & W16-7P)	700, 701, 703	2	EA		
D10	School Crossing Assembly (S1-1 w/ W16-7P)	700, 701	1	EA		
D11	School Advance Crossing Assembly (S1-1 w/ W16-9P)	700, 701	1	EA		
D12	School Advance Crossing Assembly (S1-1 & S4-3P)	700, 701	1	EA		
E - Sidewalk Improvements - Bessie Weller Dr & E Gay St						
E1	Remove/Dispose Existing Concrete	105	39	SY		
E2	Concrete Sidewalk	308, 504	18	SY		
E3	Sidewalk Access Ramp w/ CG-12	308, 504	4	EA		

BID FORM

BID SCHEDULE

PROJECT: Bessie Weller Elementary School SRTS

VDOT PROJECT No.: EN16-132-104, P101, R201, C501

FHWA No.: TAP-5132(152), UPC: 109024

Bid No.	Item	VDOT Spec. Ref.	Qty.	Unit	Unit Price	Item Total
E4	Install Painted Crosswalk	704	2	EA		
E5	RRFB Solar Powered Crossing Assembly (S1-1 & W16-7P)	700, 701, 703	2	EA		
E6	School Crossing Assembly (S1-1 w/ W16-7P)	700, 701	1	EA		
E7	School Advance Crossing Assembly (S1-1 & S4-3P)	700, 701	2	EA		
F - Path Improvements - Fisher Cir to BWES						
F1	Electrical Service, Meter Base, and Control Assembly	705	1	LS		
F2	Conduit	705	878	LF		
F3	Conduit Trench	705	725	LF		
F4	Wire, Circuit Feeder, 6 AWG	705	878	LF		
F5	Pole Foundation w/ Conduit Penetrations	705	14	EA		
F6	Light Assembly and Electrical	705	14	EA		
F7	Sidewalk Access Ramp w/ CG-12	308, 504	1	EA		
F8	RRFB Solar Powered Crossing Assembly (S1-1 & W16-7P)	700, 701, 703	2	EA		
F9	School Advance Crossing Assembly (S1-1 & S4-3P)	700, 701	2	EA		
F10	Install Painted Crosswalk	704	1	EA		
G - General						
G1	Mobilization	513, 517	1	LS		
G2	Traffic Control	512	1	LS		
G3	Erosion & Sediment Control	303	1	LS		

TOTAL BASE BID: _____

_____

WORDS

_____

FIGURES

AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES.
IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS WILL GOVERN.

BID FORM

The undersigned agrees to complete the work enumerated herein **in accordance with Paragraph 8 of Instructions to Bidders.** It is expressly understood and agreed that the time of beginning, rate of progress, and the date of completion are essential conditions, and that in the event of failure to complete the work within the above specified time, the Contractor will be liable for the payment of liquidated damages as provided in **Paragraph 8 of Instruction to Bidders**. Extensions may be granted, upon written request, for inclement weather and for any other cause not the fault of the Contractor. The City reserves the right to shut the project down for extended periods due to inclement weather. Deadline extensions will be made to equally compensate for periods of shut down.

The undersigned likewise agrees that he will execute and deliver the Contract hereto attached within fourteen (14) business days, and City of Staunton holidays excepted, after notification of the acceptance of this Bid and award of the Contract; and will furnish a performance and a payment bond for the total amount of the accepted Bid on the forms provided in the Contract Documents, satisfactory to the Owner as surety for the faithful performance and completion of the Contract and the payment of all subcontractors, material dealers and labor.

The undersigned certifies that he understands that it is the intent of the drawings, and the Contract Documents, that the work be completed in every respect and that no additional compensation will be allowed for minor tasks necessary to completely perform the work.

The undersigned acknowledges Addenda:

Addenda No. _____ Addenda _____

Addenda No. _____ Addenda _____

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions in making up this Bid.

_____
Contractor

_____

_____
Classification Expiration

_____
SCC Number

_____
Contractor's IRS Number

Dates this _____day of ___20_____

By: _____

Printed Name: _____

Title: _____

Address: _____

_____

_____

Telephone: _____

This document must be completed & returned with bid submission.

END OF BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____as Principal, and

_____as Surety, are hereby held and firmly bound unto _____as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____day of _____, 20___

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid attached hereto and hereby made a part of hereof to enter into a contract in writing, for the_____

_____

_____

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By: _____

Seal

This document must be completed & returned with bid submission.

END OF BID BOND

CERTIFICATION REGARDING CONTACT WITH CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton Public Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

_____
Contractor

By: _____

Name: _____

Title: _____

Date: _____

This document must be completed & returned with bid submission.

END OF CERTIFICATION REGARDING CONTACT WITH CHILDREN

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information:

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

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

Signature: _____ Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

This document must be completed & returned with bid submission.

END OF STATE CORPORATION COMMISSION FORM

NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

(1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;
(2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
(3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed_____

Title_____

Firm Name _____

CITY / COUNTY OF _____

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that

_____whose name is signed to the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20___.

My Commission expired _____.

_____
Notary Public

This document must be completed & returned with bid submission.

END OF NON-COLLUSION AFFIDAVIT

REFERENCE LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company:_____ Contact Person:_____
Phone #:_____ Email:_____
Project:_____ Dates of Service:_____

Reference #2

Company:_____ Contact Person:_____
Phone #:_____ Email:_____
Project:_____ Dates of Service:_____

Reference #3

Company:_____ Contact Person:_____
Phone #:_____ Email:_____
Project:_____ Dates of Service:_____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Terminated Reference *(if Applicable)*

Company:_____ Contact Person:_____
Phone #:_____ Email:_____
Project:_____ Dates of Service:_____

Company Background *(Attach additional sheets if necessary.)*

Number of Years in Business: _____
Overview of Work History, Experience & Background of Company:

_____
_____
_____

This document must be completed & returned with bid submission.

END OF REFERENCE LIST

Form C-48
Rev. 2-23-11

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

PROJECT NO. EN16-132-104, C501, P101, R201 **CONTRACT I.D. NO.** _____

FHWA NO. TAP-5132(152) **DATE SUBMITTED** _____

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

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

BIDDER _____ **SIGNATURE** _____

TITLE _____

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)

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

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

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

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

THIS INFORMATION MUST BE SUBMITTED WITHIN 2 DAYS AFTER BID OPENING IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR WHEN REQUESTED BY VDOT

CONTRACT I.D. NUMBER_____

PROJECT NUMBER EN16-132-104, C501, P101, R201

FHWA NUMBER TAP-5132(152)

DISTRICT Staunton

DATE BID SUBMITTED_____

BIDDER'S NAME_____

SIGNATURE_____

TITLE_____

VENDOR NUMBER_____

DBE GOAL FROM BID PROPOSAL_____

COMM0NWEALTH 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.

COMM0NWEALTH 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

COMM0NWEALTH 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

COMM0NWEALTH 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.

COMM0NWEALTH 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 WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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

BIDDER_____ SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 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.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

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

BIDDER_____SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

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

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

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMM0NWEALTH 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.

COMM0NWEALTH 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 DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

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: EN16-132-104, C501, P101, R201

FHWA: TAP-5132(152)

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

_____ 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

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

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

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: EN16-132-104, C501, P101, R201

FHWA: TAP-5132(152)

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
EN16-132-104, C501, P101, R20:	TAP-5132(152)

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.:

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

Form C-111
Rev. 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. EN16-132-104, C501, P101, R201

FHWA NO. TAP-5132(152)

*** * * 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 1 **%**

PERCENT ATTAINED BY BIDDER _____ **%**

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

TOTAL CONTRACT VALUE $ EN16-132-104, C5 x REQUIRED DBE _____ % = $ TAP-5132(152)

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.

_____ BY _____
BIDDER SIGNATURE

_____ BY _____
TITLE DATE

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

Project No.: EN16-132-104, C501, P101, R201

Federal Project No.: TAP-5132(152)

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: _____

USDOT 1050.2
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT

THIS CONTRACT, dated this _____ day of _____, 20___, for identification, is made by and between the **CITY OF STAUNTON, VIRGINIA (the "OWNER"),** a municipal corporation of the Commonwealth of Virginia acting by and through its City Manager, and _____ (The "CONTRACTOR"), a _____
(name of Contractor) *(State)*
Corporation licensed and registered to do business in the Commonwealth of Virginia.

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT: BESSIE WELLER ELEMENTARY SCHOOL SRTS
VDOT PROJECT NUMBER: EN 16-132-104, C501, P101, R201
FHWA No. TAP-5132 (152) UPC # 109024

Hereafter called the PROJECT, for a sum not to exceed

_____

under the terms of the contract documents.

For said price, the CONTRACTOR is to furnish all materials, labor, superintendence, equipment, tools, machinery, and other accessories and services necessary to complete the said PROJECT.

The Contract Documents, which comprise the entire CONTRACT between OWNER and CONTRACTOR, consist of the following:

1. This Contract (pages 1 through 3, inclusive)
2. Instructions to Bidders
3. Signed and Completed Bid Form
4. Performance and Payment Bonds
5. Certificate of Insurance and Endorsement
6. Notice of Award
7. Notice to Proceed
8. Federal and State Requirements
9. City's Advertisement to Bid Bessie Weller Elementary SRTS
10. General Conditions
11. Special and Supplemental Conditions
12. Technical Specifications
13. Standard Drawings
14. Drawings, consisting of cover and sheets numbered 1 through 5
15. Documentation submitted by Contractor prior to Notice of Award
16. Any modifications or change orders, duly delivered after execution of Contract.

Said documents are those prepared by the City Engineering Department or its assigned representative for the specific PROJECT.

The OWNER agrees to make payment to the CONTRACTOR in accordance with the General Conditions and for the price specified in the bid for work completed as stated above as the sum to be paid.

OWNER and CONTRACTOR stipulate that **TIME IS OF THE ESSENCE** and that delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that, however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of **$350.00** per day for the CONTRACTOR's failure to perform timely in strict accordance with the CONTRACT.

OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Proposal and to make payments on account thereof as provided in the General Conditions and the Special and Supplemental Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

_____ _____ (Seal)
City Engineer's Initials City Manager or Authorized Representative

_____
Director of Finance Initials

Approved as to Legality and Form:

_____ _____ (Seal)
City Attorney Contractor

_____ By: _____
Secretary

_____ _____
Witness Title

_____

_____
Address

Note: Secretary of the OWNER should attest. If CONTRACTOR is a corporation, Secretary should attest.

END OF CONTRACT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

_____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor, and

_____

_____

_____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

_____

_____

_____

(Insert name and address of Owner)

As Obligee in the amount of _____ dollars ($_____)

(Insert sum equal to contract price in both words and figures)

For the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20___entered into a Contract with the Owner for:

Bessie Weller Elementary School Safe Routes to School Project
VDOT Project No.: EN16-132-104, C501, P101, R201
FHWA No.: TAP-5132(152)
Staunton, Virginia

In accordance with Drawings and Specifications prepared by or for:

City of Staunton Engineering Division
116 W. Beverley Street
Staunton, Virginia 24401

Which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

a) The Surety hereby waives notice of any alternation or extension of time made by the Owner.

b) Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
c) No right of action shall accrue on this bond to or for the use of any Person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 20____

In the presence of :

_____(SEAL)
PRINCIPAL

_____
BY TITLE

_____
WITNESS

_____
SURETY

_____
WITNESS

_____
BY TITLE

Surety:

(Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND

Project:

_____

_____

END OF PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

_____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor, and

_____

_____

_____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

_____

_____

_____

(Insert name and address of Owner)

As Obligee for the use and benefit of claimants as herein below defined in the amount of _____ dollars ($_____)

(Insert sum equal to contract price in both words and figures)

For the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20___entered into a Contract with the Owner for:

Bessie Weller Elementary School Safe Routes to School Project
VDOT Project No.: EN16-132-104, C501, P101, R201
FHWA No.: TAP-5132(152)
Staunton, Virginia

In accordance with Drawings and Specifications prepared by or for:

City of Staunton Engineering Division
116 W. Beverley Street
Staunton, Virginia 24401

Which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as herein defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void. Otherwise it shall remain in full force and effect, subject, however, to the following conditions:

a) A claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in performance of the Contract, labor and material be construed to include the part of water, gas, power, light, heat, oil. Gasoline, telephone service, or rental of equipment directly applicable to the Contract.
b) The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as many be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
c) Any suit or action hereunder by any claimant:
    1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
    2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 20____

In the presence of:

_____ _____(SEAL)
WITNESS PRINCIPAL

_____
BY TITLE

_____
WITNESS

_____
SURETY

Surety:

(Attach power of attorney)

_____
BY TITLE

CONTRACTOR'S LABOR AND MATERIAL PAYMENT BOND

Project:

_____
_____

END OF PAYMENT BOND

GENERAL CONDITIONS

1. INTENT

1.1. The Contract Documents comprise the entire Contract between the City and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

1.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.

1.3. Plans and Specifications – All Work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both these ways; and should any work or materials be required which are not detailed in the Specifications or Plans, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such materials as fully as if they were particularly delineated and described. The Contractor shall keep one copy of all Plans and Specifications on the project at all times.

1.4. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

2. INSURANCE

2.1. The Contractor shall not commence Work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved. Certificates of Insurance shall name the City and VDOT as additional insured.

2.1.1. The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance as required by applicable Virginia law for all of his employees to be engaged in Work at the site of the Project under this contract and, in case of any such Work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are

covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's Liability Insurance for the protection of such of his employees as are not otherwise protected.

2.1.2. Contractor's General Liability and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the contract Contractor's General Liability Insurance and Vehicle Liability Insurance in the amounts specified in Section 2.3 below.

2.1.3. Subcontractor's General Liability and Vehicle Liability Insurance: The Contractor shall either:

2.1.3.1. require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (2.1.2) hereof; or

2.1.3.2. insure the activities in his policy, specified in subparagraph (2.1.2) hereof.

2.1.4. Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance: The Contractor shall purchase "All Risk" type Builder's Risk Insurance. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.

2.1.5. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (2.1.2) and (2.1.3) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.

2.1.6. Proof of Carriage of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies.

2.2. Special Hazards – The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

2.2.1. Owner's Protective Liability Insurance
2.2.2. Contractor's Completed Operations

All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent and shall list the City as an additional insured.

2.3. General Liability, Vehicle Liability, and Worker's Compensation Insurance: The Contractor's General Liability Insurance, Vehicle Liability Insurance, and Worker's Compensation Insurance shall not be less than $2,000,000, $500,000, and $500,000 respectively. BUILDERS RISK shall not be less than the contract amount.

2.3.1. The Contractor shall either:

2.3.1.1. Require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph; or
2.3.1.2. Insure the activities of his Subcontractors in his own policy.

3. AVAILABILITY OF LANDS

3.1. City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Upon reasonable written request, City shall furnish Contractor with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and City's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. City shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by City, unless otherwise provided in the Contract Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

3.2. Construction in Public Rights-of-Way - The Contractor shall perform all his operations in a manner that will cause the minimal possible disruption to the normal vehicular and pedestrian traffic. The Contractor shall not block streets or highway to traffic without the prior consent of the City. Flagmen, lights, barricades, and construction signs shall be provided as directed by City. All barricades, signs, cones, etc. must conform to the guidelines established by the Manual of Uniform Traffic Control Devices (M.U.T.C.D.)

and the Virginia Work Area Protection Manual. All flagmen must be Virginia Department of Transportation certified. Pavement, shoulders, ditches, drainage structures and all other facilities disturbed during the construction shall be restored to their original condition, at the Contractor's expense except for work specifically itemized in the proposal. The Performance Bond shall cover all work on the City's rights-of-way and easements and the Contractor shall be responsible for the repair and maintenance of all areas disturbed within said rights-of-way and easements. No open ditches shall be permitted overnight in public rights-of-way.

3.3. Construction on Private and Public Property - The area of the construction shall be left in the same condition as it was found. All private and public utilities pipes, wires, lines, fences, walls, walks, pavements, curb and gutter, graveled areas, driveways, drainage structures, trees, shrubs, mailboxes, guy wires, septic systems, etc., encountered during the work whether shown on the Plans or not, shall be protected from damage by the Contractor. Should any facilities be damaged, the Contractor shall repair, replace, or pay damages for same. The surface of the construction area shall be graded, stoned, paved, seeded, etc.; to fit original conditions encountered. Payment for this work shall be included in the Proposal price of the item under construction.

4. EXISTING UTILITIES

4.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City or by the owners of such Underground Facilities or by others, unless otherwise expressly provided in the Special and Supplemental Conditions.

4.2. City shall not be responsible for the accuracy or completeness of any such information or data; and

4.3. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for:

4.3.1. reviewing and checking all such information and data;
4.3.2. locating all Underground Utilities shown or indicated in the Contract Documents
4.3.3. coordination of the Work with the owners of such Underground Facilities during construction;
4.3.4. the safety and protection of all Underground Facilities and repairing any damage thereto resulting from the Work.

4.4. Existing Utility Lines - The Contractor shall not disturb or damage any existing utility lines found above or below ground whether shown on the Plans or not. If during the course of the work any disturbance, or breakage should occur, the Contractor shall replace, at his own expense, the affected utility lines to the satisfaction of the City and the proper utility company. The Contractor shall bear full responsibility for any damage to life and/or property incurred as a result of such disturbance or damage to existing

utility lines. Special attention should be paid to the Code of Virginia, Sections 59.1-406 - 59.1-414 - "Overhead High Voltage Line Safety Act".

5. SCHEDULE

5.1. Schedule of Construction - Commencement of construction shall begin by the date determined by the City. Prior to initiation of construction, the Contractor shall have submitted a detailed work schedule to the City and have received approval of same. The Contractor must proceed according to the approved schedule unless the changes are approved by the City.

5.2. Contractor shall submit to City for acceptance proposed adjustments in the progress schedule that will not change the Contract Times. Such adjustments will conform generally to the progress schedule.

6. SHOP DRAWING, MATERIAL DATA SHEETS

6.1. Contractor shall submit Shop Drawings to City for review and approval. All submittals will be identified as City may require and in the number of copies specified. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City the materials and equipment Contractor proposes to provide and to enable City to review the information.

6.2. Contractor shall also submit material Data Sheets to City for review and approval. Each submittal will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as City may require to enable City to review the submittal.

6.3. Before submitting each Shop Drawing or Material Data Sheet, Contractor shall have determined and verified:

6.3.1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
6.3.2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
6.3.3. All information relative to Contractor’s sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
6.3.4. All materials for this project shall be VDOT approved and from a VDOT Approved source.

6.4. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality

required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by City under the following circumstances:

6.4.1. "***Or-Equal***": If in City's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or-equal" item, in which case review and approval of the proposed item may, in City's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.4.2. ***Substitute Items****:* If in City's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow City to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contact Documents to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

7. CONTRACTOR'S RESPONSIBILITIES

7.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

7.2. The Contractor shall keep on the work during its progress, a competent superintendent, satisfactory to the City and any directions given to such superintendent shall be as binding as if given to the Contractor. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by Points and Instructions, it shall be his duty to immediately inform the City in writing, and the City shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

7.2.1. The contractor shall provide a superintendent and work force that is cooperative and friendly with the business community and general public. Abusive language and actions are prohibited.

7.3. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.4. Unless otherwise specified in the Contract Documents, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

7.5. All materials and equipment shall be good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

7.6. Throughout the course of the construction, the Contractor shall maintain the project free from any conditions, which may result in danger or nuisance to the public, including but not limited to dust and street disrepair.

7.6.1. The Contractor is advised to take steps necessary to provide the safety necessary to protect the general public in the area.

7.7. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur. The neglect, failure, or refusal of the City

to order the use of bracing or sheeting, or a better quality, grade, or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the giving or failing to give orders or directions as to the manner or methods of placing or driving sheeting, bracing, jacks, wales, rangers, etc., shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or any acts of the City, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN PROPER AND SUFFICIENT SHEETING, SHORING AND BRACING TO PROTECT ALL PERSONS CONNECTED WITH THE WORK FROM INJURY.

7.8. Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the City. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced; upon completion of the work they shall be removed leaving the area clean and free from nuisance.

7.9. The Contractor will be required to comply with the City's Erosion and Sediment Control Ordinance. Special care shall be taken to prevent siltation of existing sewer, streets, drainage ditches, and private property.

7.10. Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or, if there are no Bids, on the Effective Date of the Contract.

7.11. The Contractor shall provide all field engineering services necessary for laying out the Project. All such services shall be performed by a Professional Surveyor registered with the State of Virginia. Control points shall be established and maintained during the execution of the Project. All documentation and control points shall be made available to the City throughout the execution of the Project.

7.12. The Contractor shall coordinate with an independent testing service, approved and hired by the City, to perform all testing required by the Contract Documents. Written reports shall be provided to the City.

7.12.1. Minimum Testing Requirements: Concrete testing for sidewalks and concrete flatwork shall be provided at the frequency called for in VDOT’s LAP Manual. Testing services shall be provided by Draper Aden Associates under

Contract with the City of Staunton. Contractor to coordinate testing with Draper Aden Associates as required. All testing shall be in accordance with the VDOT LAP Manual.

7.13. The Contractor shall provide "as built" plans within 30 days of project completion. Such plans shall be prepared by a Licensed Surveyor and shall show such items as final elevations, grades, structure locations, etc.

7.14. Representatives of the City, as well as representatives of Local, State and Federal agencies and parties having an interest in the project shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and review.

7.15. During the performance of this contract, the Contractor agrees to

7.15.1. provide a drug-free workplace for the Contractor's employees

7.15.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations and such prohibition

7.15.3. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and

7.15.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00, so that such provisions will be binding upon each Subcontractor or vendor.

7.16. Contractor certifies that it does not and will not during the performance of this Contract violate:

7.16.1. The provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens.

7.16.2. The provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

8. SUBCONTRACTS

8.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

8.2. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between City and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the City to pay or to see the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

8.3. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the City through Contractor.

8.4. The Contractor shall, as directed by the Owner, remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials, resulting from his operations; and shall leave the site in a neat, orderly condition.

9. OWNER'S RESPONSIBILITY

9.1. The Owner through his designated representatives shall have general supervision and direction of the work. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the force increased or diminished and to decide questions which arise in the execution of the work.

9.2. Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this Contract the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.

9.3. If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the City after three days' written notice to the Contractor, may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9.4. City shall promptly furnish the data required under the Contract Documents and shall make payments to Contractor promptly when they are due.

9.5. City shall provide inspection of the Contractors Work.

9.6. The City shall have the right at any time, for reasons which appear good to them, to annul this Contract upon giving written notice to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by him under this Contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the City for such expenditures that are not otherwise compensated for, and as are required in preparing for and moving to and from the work; the intent being that an equitable settlement shall be made with the Contractor.

10. CHANGES IN WORK

10.1. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order additions, deletions or revisions in the work. Any additions, deletions or revisions will be authorized by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

10.2. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

10.3. City and Contractor shall execute appropriate Change Orders covering:

10.3.1. Changes in the Work which are ordered by City;
10.3.2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
10.3.3. Changes in the Contract Price or Contract Times, which embody the substance of any written decision, rendered by the City.

11. CHANGES IN CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 20 days after the start of such occurrence or event and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved.

11.3.2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum.

12. CHANGES IN CONTRACT TIMES

12.1. The Contract Times may only be changed by a Change Order. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times shall be determined by City. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this paragraph. Unless otherwise indicated in the Contract, the Contract time limit will be specified as a fixed date for completion. The Contractor shall take into consideration normal conditions considered unfavorable for the prosecution of the work, and shall place sufficient workers and equipment on the project to complete the work in accordance with the specified Contract time limit. If the Contract identifies a contract-specific Notice to Proceed date and the Contract is not executed by that date, the Contractor will receive an extension of time equal to the number of days between the contract-specific Notice to Proceed date and the eventual date of Contract execution If the Notice to Proceed date is selected by the Contractor and after prior approval the Engineer directs the Contractor not to begin work on that date, the Contractor will receive an extension of time equal to the number of days between the Contractor's selected Notice to Proceed date and the eventual date the Engineer informs the Contractor that he may commence the work. The Engineer may give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of or without the fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to normal adverse weather conditions or conditions resulting from normal adverse weather. For the purposes of this Section normal adverse weather is defined as that which is not considered extraordinary or catastrophic and is not reasonably conducive to the Contractor progressively prosecuting critical path work under the Contract. Weather events considered extraordinary or catastrophic include, but are not limited to tornados, hurricanes, earthquakes, and floods that exceed a 25-year storm event as defined by National Oceanic and Atmospheric Administration (NOAA) for the NOAA data gathering location that is nearest the project site. If there is a delay in the progress of the work due to unforeseen causes described within these Specifications, and the delay extends the Contract time limit into the period between November 30 of one year and

April 1 of the following year and working conditions during such period are unsuitable for the continuous prosecution or completion of the work, then consideration may only be given to granting an extension of time that will encompass a suitable period during which such work can be expeditiously and acceptably performed.

12.2. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by City, acts or neglect of utility owners, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within control of Contractor.

12.3. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both City and Contractor, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall City be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

12.3.1. delays caused by or within the control of Contractor, or
12.3.2. delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners.

13. INDEMNIFICATION

13.1. The Contractor agrees to indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and employees, against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the Contractor, its employees, agents or sub-consultants, including any independent contractors.

14. SEPARATE CONTRACTS

14.1. The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

15. PAYMENT

15.1. Payment shall be made based on estimates of work completed in the preceding month submitted on, or before the 5th day of the month for the duration of the contract. Application for partial payments shall be submitted on Standard City form.

15.2. Material stored on site shall be paid for based on supplier invoice only.

15.3. Failure by the City to make payments at the time provided by this Contract shall give the Contractor the right to suspend work until payment is made, or, at his option, after thirty days written notice, should the City continue to default; to terminate this Contract and recover the price of all work done and materials provided and all damages sustained; and such failure to make payment at the time provided shall be a bar to any claim by the City against the Contractor for delay in completion of the work, due to such suspension or failure to pay.

15.4. Payments to Subcontractors: The Contractor shall take one of two actions within seven days after receipt of payment by the City:

15.4.1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under that contract; or

15.4.2. Notify the City and Subcontractor, in writing, of his intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to any Subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment by the City for work performed by the Subcontractor. Interest shall accrue at the rate of 1 percent per month.

15.5. Upon the completion of the work and its final acceptance by the City, the Contractor shall submit his final estimate over his signature, covering work provided for in this Contract, completed and accepted by the City under the terms and condition hereof, whereupon the balance found to be due the Contractor, shall be paid to the Contractor within 30 days of receipt of the final estimate by the City, provided that, before the payment of said final estimate the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills and outstanding indebtedness in connection with the work have been paid. The payment of the final estimate due under this Contract and any and all alterations of same, shall release the City and the officers and agents thereof, from any and all claims or liabilities on account of the work performed and materials furnished under this Contract or any alterations thereof.

16. DISCRIMINATION

16.1. During the performance of this contract, the Contractor agrees as follows:

16.1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age,

disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.1.2. 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.

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

The Contractor will include the provisions of the foregoing paragraphs 16.1.1, 16.1.2, and 16.1.3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor or vender.

17. CLAIM PROCESS

17.1. The OWNER and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this CONTRACT or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation. Absent agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director; and absent acceptance of the decision of the City Engineer, then appeal in turn to the City's Director of Community Development and Economic Development, City Manager or designee and ultimately to Council, with each such appeal to be submitted in writing within 10 calendar days of prior decision, identifying in writing on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision and the resolution or remedy which would be acceptable. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

18. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Special Terms and Conditions for Federal Contract Funded Purchases

When the contract entered into with the Contractor/Vendor/Consultant (Contractor) is in furtherance of the performance of work required by the City of Staunton in contract with the United States of America, the Contractor is subject to the following terms and conditions in addition to any other terms and conditions required by the City.

18.1 Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the civilian agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by

41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

18.2 All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

18.2.1 **Termination for Convenience**. Contract is terminated due to reasons know to the City, i.e., program changes, changes in state-of-the art equipment or technology, insufficient funding, etc. Termination is utilized when the contractor is not in violation of the contract terms and conditions.

18.2.2 **Termination for Cause**. Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include re-procurement costs to be paid by the contractor.

18.3 Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the contract shall be reported to the City. The contractor shall disclose promptly inventions to the contracting officer (within 2 months) after the inventor discloses it in writing to the contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business or firm or non-profit organization regarding the substitution of parties, assignments or performance of experimental, developmental, or research work under that 'funding agreement,' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

City award terms and conditions contained in grant or cooperative agreement award documentation also may contain provisions regarding patents and intellectual property, specifically including requirements or special instructions, that may require that non-Federal entities include specific contract provisions (if applicable) in procurement contracts entered into under City grant or cooperative agreement awards.

18.4 See **2 C.F.R §200.322 Procurement of Recovered Materials**. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered material practicable, consistent with

maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF GENERAL CONDITIONS

SPECIAL AND SUPPLEMENTAL CONDITIONS
Bessie Weller Elementary School SRTS

These Special and Supplemental Conditions amend or supplement the General Conditions and Specifications and other provisions of the Contract Documents as indicated. All provisions which are not so amended or supplemented remain in full force and effect.

1. **A general description of the scope of work is as follows:**
   a. Replacement of a portion of sidewalk along Bessie Weller Drive.
   b. Construction of new sidewalk along a portion of Gay Street.
   c. Construction of handicap access ramps and crosswalks at several intersections.
   d. Installation of new lighting and associated underground wiring along existing walking trail.
   e. Construction of walking trail between Paul Street and Ames Street.

2. **Construction Documents and Drawings**
   a. Any tree clearing required for shared use trail, and any tree clearing required for trail lighting shall be performed after November 15, and before April 1.
   b. The city does not have a storage yard for materials. It will be the contractor's responsibility to store all materials. Upon request the City will consider providing an alternate storage location but will not guarantee that one can be provided.
   c. The Miss Utility Locate and Survey was performed in June, 2018. To our knowledge no major water, sewer or storm water infrastructure has been added or modified. The City does not keep track of other Utilities and their work. For details regarding the Contractor's responsibilities see Construction Plan Sheet 1B of 5 General Note 3 and Section 4 of the General Conditions.
   d. Normal working hours are 7:00 a.m. to 7:00 p.m. Work shall be performed per Work Area Protection Manual. Prior approval from the City Engineer is required to perform construction work outside these hours.

3. **Bid Schedule**
   a. Item "Retaining Wall" - The bid price shall include all wall materials, excavation, aggregate, backfill and all other materials necessary for retaining wall construction. Retaining wall shall be paid for based on horizontal length of wall in linear feet as installed; wall height is to be installed per the elevations shown on the plans. Wall is to be installed per manufacturer's guidelines and the Construction Documents.
   b. Item "Railing" – The bid price shall include all railing materials, excavation, concrete fill sleeve post supports, backfill and all other materials necessary for railing construction. Railing shall be paid for based on horizontal length in feet as installed. Railing is to be installed per Railing and Retaining Wall manufacturers' guidelines and the Contract Documents.
   c. Existing meter boxes, valve boxes, signage and all other existing items shall be adjusted or relocated as necessary to perform the work shown. Payment shall be per bid schedule items, and no additional payment shall be provided for these incidental items.
   d. Bid Schedule – All excavation is unclassified.

END OF SPECIAL AND SUPPLEMENTAL CONDITION

cn100-000051-03 **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 2020. References to the "Road and Bridge Standards" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 with revisions issued online as of the advertisement date for this project incorporated. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 2* incorporated, dated September 1, 2019. References to the "MUTCD" shall refer to the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013.

Where the terms "Department", "Engineer", "Contract Engineer", "Construction Engineer", Materials "Engineer", and "Operations Engineer" appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publications that each references, the authority identified shall be according to the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020. 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 publications 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 2020 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 at the top and 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.

4-21-20 (SPCN)

cn102-000510-00

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

(g) **Compliance with the Cargo Preference Act**

As required by 46 CFR 381.7 (a)-(b) "Use of United States-flag vessels, when materials or equipment are acquired for a specific highway project, the Contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

This requirement will not be applicable when materials or equipment used on the Project are obtained from the existing inventories of suppliers and contractors; they are only applicable when the materials or equipment are acquired for the specific project, and have been transported by ocean vessel.

12-14-15; Reissued 7-12-16 (SPCN) [formerly cn102-050100-00]

cq107-000130-00

DRUG-FREE WORKPLACE– The Contractor shall:

- Provide a Drug-Free Workplace for the Contractor's employees.
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace.
- Include the provisions of the foregoing clauses in every Subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this provision, "Drug-Free Workplace" means a site for the performance of work done in connection with the Contract. The Contractors employees, and those of his Subcontractors, shall be prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Work.

7-3-19 (SPCN)

Reissued July 12, 2016

PREDETERMINED MINIMUM WAGE RATES

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

"General Decision Number: VA20210104 01/01/2021

Superseded General Decision Number: VA20200104

State: Virginia

Construction Type: Highway

Counties: Augusta, Staunton* and Waynesboro* Counties in Virginia.

*including the independent cities of Staunton and Waynesboro

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).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0080-011 06/01/2019

	Rates	Fringes
ELECTRICIAN, Includes Traffic Signalization	$ 28.35	3%+19.95

SUVA2016-040 07/02/2018

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.65	0.00
CEMENT MASON/CONCRETE FINISHER	$ 19.76	0.00
IRONWORKER, REINFORCING	$ 22.71	0.00
IRONWORKER, STRUCTURAL	$ 27.38	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.40	0.00
LABORER: Common or General	$ 14.19	0.00
LABORER: Grade Checker	$ 15.07	0.00
LABORER: Pipelayer	$ 15.11	0.00
LABORER: Power Tool Operator	$ 15.69	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.53	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 19.16	4.45
OPERATOR: Broom/Sweeper	$ 14.32	0.25
OPERATOR: Crane	$ 25.82	0.00
OPERATOR: Drill	$ 24.66	0.00
OPERATOR: Gradall	$ 18.65	0.00

OPERATOR: Grader/Blade	$ 26.13	0.00
OPERATOR: Hydroseeder	$ 16.64	0.00
OPERATOR: Loader	$ 18.39	0.00
OPERATOR: Mechanic	$ 20.60	0.00
OPERATOR: Milling Machine	$ 23.12	3.60
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.92	0.00
OPERATOR: Piledriver	$ 21.83	4.08
OPERATOR: Roller	$ 15.85	0.00
OPERATOR: Screed	$ 22.13	4.89
OPERATOR: Asphalt Spreader and Distributor	$ 16.40	0.00
OPERATOR: Bulldozer, Including Utility	$ 17.99	0.00
TRAFFIC CONTROL: Flagger	$ 13.13	1.94
TRUCK DRIVER : HEAVY 7CY & UNDER	$ 15.36	0.00
TRUCK DRIVER: 1/Single Axle Truck	$ 16.59	0.00
TRUCK DRIVER: Fuel and Lubricant Service	$ 18.25	0.00
TRUCK DRIVER: HEAVY OVER 7 CY	$ 16.60	0.00
TRUCK DRIVER: MULTI AXLE	$ 18.74	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

SP0F0-000130-00

May 1, 2012; Reissued July 12, 2016
FHWA-1273 (Electronic Version)

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

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FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the Contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the

EEO and specific affirmative action standards for the Contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

a The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must

provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this

section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web

site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

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

(II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not

required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

   Females- 6.9%
   Minorities - See Attachment "A"

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs 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 covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as

may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246. as amended.

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

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

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

ATTACHMENT A

Economic Area	Goal (Percent)
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA ..... VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	19.3
6800 Roanoke, VA ..... VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	10.2
Non-SMSA Counties ..... 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.	12.0
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA ..... VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.	30.6
6760 Richmond, VA ..... VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	24.9

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.

SP100-000051-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
CHANGED CONDITIONS FOR LOCAL ASSISTANCE PROJECTS

April 29, 2019

I. GENERAL

This special provision specifies the process to be followed when conditions specified in the Contract differ from what is encountered during the prosecution of work except as provided elsewhere in the Contract.

II. DIFFERING SITE CONDITIONS

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Department at its option.)

III. SUSPENSION OF WORK ORDERED BY THE ENGINEER

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the Contract is warranted.

3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

IV. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

   B. When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SP102-000510-02

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

December 19, 2018

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 (including miscellaneous 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. This applies to any iron or steel item brought onto the project, regardless of the percentage of iron or steel that exists in the pay item or in the final form they take; however, electrical components (i.e., combination products such as signal controllers and similar products which are only sold as a unit) are not subject to Buy America provisions if the product as purchased by the Contractor is less than 50% steel and iron. "Produced in the United States of America" means all manufacturing processes occur in one of the 50 United 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). 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 to which the coating is applied. Non-iron and non-steel materials used in the coating process do not need to be produced in the United States as long as the application of the coating occurred in the United States. 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 processes take place.

For the purposes of this provision, all steel or iron material meeting the criteria as produced in the United States of America will be considered as "Domestic Material." All iron and steel items not meeting the criteria as produced in the United States of America will be considered "Non-Domestic Material."

A minimal amount of "Non-Domestic" steel or iron material may be incorporated in the permanent work on a federal-aid contract provided that the cost of such materials or products does not exceed one-tenth of one percent of the Contract amount or $2500, whichever is greater. The cost of the "Non-Domestic 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.

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.

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.

Any items containing foreign source steel or iron billet shall be considered "Non-Domestic Materials." Additionally, iron or steel ingots or billets produced in the United States, but shipped outside the United

States of America for any manufacturing process and returned for permanent use in a project shall be considered “Non-Domestic Materials.”

Waivers:

The process for receiving a waiver for Buy America provisions is identified in 23 CFR 635.410(c). The Contractor shall not anticipate that any Buy America provisions will be waived.

Certification of Compliance:

The Contractor is required to submit a Certificate of Compliance prior to incorporating any items containing iron or steel items into the project. This shall be accomplished by the Contractor submitting the Form C-76 Certificate of Compliance to the Department when the items are delivered to the project site. The Certification of Compliance will certify whether the items are considered “Domestic Material” or “Non-Domestic Material” as referenced in this Special Provision. The certificate must be signed and dated by the Prime Contractor’s Superintendent and include a Buy America Submittal Number. The Buy America Submittal Number is simply the Contractor’s project specific sequential numbering system that will allow the Contractor and Department to track the total number of certificates provided and the individual items containing iron or steel associated with each certificate.

Supporting Documentation:

Supporting documentation to demonstrate compliance with Buy America provisions (such as mill test reports manufacturer/supplier certifications, etc.) shall be organized by Buy America Submittal Number and maintained by the Contractor from the date of delivery until three years after project acceptance. The Contractor may maintain this documentation electronically or in paper format.

The Department or FHWA may review the Contractor’s supporting documentation to verify compliance with the Buy America provisions at any time. Supporting documentation shall be provided within five business days of the request. The burden of proof to meet the Buy America provisions rests with the Contractor. If the supporting documentation does not undeniably demonstrate to FHWA or the Department that the “Domestic Materials” identified in the Certificates of Compliance were produced in the United States of America, then the Department may deduct payment from moneys due the Contractor for the value of the iron and steel that did not meet the Buy America provisions.

SP107-000120-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
ELECTRONIC SUBMISSION OF PAYROLLS AND DBE SUBCONTRACTOR PAYMENT FOR FEDERALLY FUNDED PROJECTS

January 21, 2020

I. GENERAL REQUIREMENTS

The Contractor and all Subcontractors shall submit all certified payrolls and subcontractor payments, including those made to Disadvantaged Business Enterprises (DBEs), using the AASHTOWare Project Civil Rights and Labor (CRL) system in accordance with this specification. The term "subcontractor" shall include all vendors subject to FHWA-1273.

The electronic payroll submission and subcontractor payments through the CRL system replaces the paper submission of the C-57 and C-63 forms otherwise required by Sections 107.14(m) and 107.15 of the Specifications.

II. SYSTEM REQUIREMENTS

The CRL system is web based. The Contractor shall ensure compatibility with the CRL system as necessary to successfully execute the Work. The CRL system works with Internet Explorer 11 or Google Chrome and requires the ability to read, create, and edit spreadsheets in the .xlsx file format.

The Contractor and Subcontractors will be granted access after submitting forms ITD-35 and ITD-36 for each individual user who requires an account. Only those firms with a required contract in the system should submit the Request Access form. The software is configured so that each firm will only be able see their specific contract information. There will only be one single sign-on process for multiple application access within the Department.

VDOT will provide access and link and a log-in identification (ID) for the CRL system to designated employees of the Contractor and approved subcontractors entered into the system for the contract. The log-in ID and password are unique to the designated employee and must not be shared with other employees. There are no fees associated with accessing the system or to receive a login ID.

The low bidders on Contract awards will be contacted by the State Civil Rights Manager after letting to begin the process for accessing the CRL system for them and their subcontractors. The State Civil Rights Manager will provide all training for entry of certified payrolls and DBE subcontractor payments in CRL.

The CRL website is located at:
https://www.virginiadot.org/business/aashtoware_project_civil_rights_and_labor%E2%84%A2_crl_management_system.asp.

III. PROCEDURES

1. CERTIFIED PAYROLL & SUBCONTRACTOR DATA SUBMISSION FOR FEDERALLY FUNDED PROJECTS

The Contractor and all subcontractors shall use the CRL system to provide VDOT electronic certified payrolls. The Contractor shall ensure that all subcontractors submit their certified payrolls into the system electronically.

Electronic submittal of certified payrolls can be submitted using the following methods:

- Manually add, copy, or modify data into CRL;
- Import payroll data with the CRL payroll spreadsheet XML converter tool available at https://xml.cloverleaf.net/spreadsheet/
- Convert payroll system program data to Payroll XML and import it into the CRL system. Information on how to convert to payroll program data to an XML file can be located at https://xml.cloverleaf.net/resourcekit/;
- The Contractor may send, on behalf of a subcontractor, payroll payment information based on a signed, certified paper payroll through the Electronica Proxy Payroll Process. Import payroll data with the CRL payroll spreadsheet XML converter tool available at https://xml.cloverleaf.net/spreadsheet/.

The District Civil Rights Manager or Engineer may require at any time, in writing, certified paper copies of the payrolls conforming to FHWA 1273 from any or all contractors working on the project.

2. **DBE PAYMENT SUBMISSION REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

The Contractor shall post payment to DBE firms listed on their C-111 towards meeting their contract DBE goal per Federal DBE regulations. The Contractor shall submit, and shall require each Subcontractor to provide, payment amounts relative to all DBE involvement on the project during the life of the Contract in which participation occurs, and verification is available. The Contractor shall post payments to DBEs in CRL within 7 days after receipt of payment from the Department. Subcontractors shall post payments to DBEs in CRL within 7 days after receipt of payment from the Contractor.

The District Civil Rights Manager may require at any time, in writing, proof of payments from any or all subcontractors working on the project related to contractor DBE payments. The Contractor shall enter all payments made to all subcontractors into the Payment area of CRL for each estimate.

DBE Payments shall be entered only for those business entities that are being utilized in conjunction with performing a Commercial Useful Function (CUF).

More information about the CRL system can be located at https://www.aashtowareproject.org/index.php.

SP107-001510-02

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
DBE REQUIREMENTS

August 18, 2017

SECTION 107 – LEGAL RESPONSIBILITIES of the Specifications is revised as follows:

Section 107.15 – Use of Small, Women-Owned, and Minority-Owned Business is renamed **Use of Disadvantaged Business Enterprises (DBEs)** and replaced with the following:

(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, sex, sexual orientation, gender identity, or national origin 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 Small Business and Supplier Diversity (DSBSD) 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 Small Business and Supplier Diversity website: *www.sbsd.virginia.gov.*

(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://www.virginiadot.org/business/resources/Civil_Rights/VDOT_DBE_Program_Plan.pdf

(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, sex, sexual orientation, gender identity, or national origin in the performance of the Contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.

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

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the Contract goal for DBE participation. Award of the Contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential

subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the Contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.

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

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

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

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

(e) **Disqualification of Bidder**

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

(f) **Bidding Procedures**

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

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

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

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

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

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

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

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

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

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

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

   Good faith efforts may be determined through use of the following list of the types of actions the bidder may make to obtain DBE participation. This is not intended to be a mandatory

checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

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

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

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

d. Negotiating for participation in good faith with interested DBEs;

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

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

e. A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for DBE participation;

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

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

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

(g) **Documentation and Administrative Reconsideration of Good Faith Efforts**

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

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

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

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

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

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

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

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

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

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

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

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

(h) **DBE Participation for Contract Goal Credit**

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.

e. 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.

f. 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**.

g. 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**

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

   a. 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.

   b. 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.

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

2. **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.

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

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

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

(3) 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;

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

(5) 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;

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

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

(8) 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;

(9) 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.

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

The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the 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.

c. 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.

3. **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:

a. 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;

b. 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;

c. 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;

d. 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;

e. 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.

Firm X		**Value of Trans. Serv.** (For Illustrative Purposes Only)
Truck 1	Owned by DBE	$100 per day
Truck 2	Owned by DBE	$100 per day

Firm Y		
Truck 1	Leased from DBE	$110 per day
Truck 2	Leased from DBE	$110 per day
Firm Z		
Truck 1	Leased from Non DBE	$125 per day
Truck 2	Leased from Non DBE	$125 per day
Truck 3	Leased from Non DBE	$125 per day
Truck 4	Leased from Non DBE	$125 per day
Truck 5	Leased from Non DBE*	$125 per day
Truck 6	Leased from Non DBE*	$125 per day

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

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

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

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

f. 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.

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

- Firm name
- Firm address
- Firm's status as a DBE or non-DBE

- The age of the firm and
- The annual gross receipts of the firm

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

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

(o) **Suspect Evidence of Criminal Behavior**

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

Suspected DBE Fraud

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

(p) **Summary of Remedies for Non-Compliance with DBE Program Requirements**

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

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

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

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

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

Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each certified DBE firm participating in the Contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their

requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the Contract in the event of such a contract breach.

3. **Disqualification of Bidder**

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

4. **Bidding Procedures**

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

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

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

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

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer

upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the Contract.

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

5. **Verification of DBE Participation and Imposed Damages**

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

(q) **Suspect Evidence of Criminal Behavior**

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

- 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
SECTION 105.06—SUBCONTRACTING
(FEDERAL FUNDED PROJECTS)

February 9, 2017

SECTION 105.06—Subcontracting of the Specifications is amended to include the following:

(d) According to Commonwealth of Virginia Executive Order 20, the Contractor is encouraged to seek out and consider Small, Women-owned, and Minority-owned (SWaM) businesses certified by the Department of Small Business and Supplier Diversity (DSBSD) as potential subcontractors and vendors. Further, the Contractor shall furnish and require each subcontractor (first-tier) to furnish information relative to subcontractor and vendor involvement on the project.

For purposes of this provision, the term “vendor” is defined as any consultant, manufacturer, supplier or hauler performing work or furnishing material, supplies or services for the contract. The Contractor and, or subcontractor (first-tier) must insert this provision 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 this provision are incorporated by reference for work done by vendors under any purchase order, rental agreement or agreement for other services for the contract. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or vendor.

The submission of a bid will be considered conclusive evidence that the Contractor agrees to assume these contractual obligations and to bind subcontractors contractually to the same at the Contractor’s expense.

When an approved Form C-31 “Subletting Request” is required according to IIM-CD-2013-06.01, the Contractor shall indicate on the Subletting Request if a subcontractor is a certified DBE or SWaM business.

The Contractor shall report all DBE, SWaM, and Non SWaM vendor payments quarterly to the District Civil Rights Office. The Contractor shall provide the information in a format consistent with Form C-63, Vendor Payment Compliance Report, subject to the approval of the Engineer.

DBE Participation and reporting shall be in accordance with the Special Provision for Section 107.15 (Use of Disadvantaged Business Enterprises).

If the Contractor fails to provide the required information, the Department may delay final payment according to Specification Section 109.10 of the Specifications.

SECTION 101
MOBILIZATION

101.1 GENERAL

Work shall consist of performing preparatory operations, moving personnel and equipment to the job site, paying bonds and insurance premiums, stakeout surveying, and establishing a Contractors field office. Prime contractor is responsible for providing a licensed surveyor to perform the construction stakeout.

101.2 MEASUREMENT & PAYMENT

When listed as a separate pay item, mobilization will be paid for at the rate of 50% with the first month's request for payment and 50% with the second month's request for payment. The mobilization bid shall not exceed 10% on projects with a value less than $200,000 and 7.5% on projects over $200,000. If mobilization is not listed as a separate pay item, it will be considered incidental to all other work and the cost distributed accordingly.

END OF MOBILIZATION

SECTION 102
TRAFFIC CONTROL

102.1 GENERAL

All traffic control devices and traffic patterns shall conform to the standards in the Manual of Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Manual unless shown otherwise on the plans.

102.1.1 Referenced Specifications are referred to by abbreviation as follows:

A. Manual of Uniform Traffic Control Devices (MUTCD)

B. Virginia Department of Transportation (VDOT)

C. Virginia Work Area Protection Manual (VWAPM)

102.1.2 The contractor is responsible for providing the required signage and cones.

102.1.3 No rerouting of traffic or street closings will be done without prior approval from the City. All signage and traffic control shall be subject to the City's approval. The project is to be constructed and completed so as to maintain one-way vehicle and pedestrian traffic at all times. Access must be maintained for business customers, school buses, emergency vehicles, trash pickup, deliveries, handicap vehicles, etc.

102.1.4 All traffic cones are to be 36" tall and clean.

102.1.5 When left unattended, any work zone adjacent to a City street shall have lighted barricades every 30'. No open excavations will be permitted overnight in a City right-of-way.

102.1.6 Rerouting of traffic shall be delineated with traffic cones.

102.1.7 Flagmen must be used when stopping traffic and for equipment entering and exiting a work zone.

102.1.8 All flagmen shall be certified by VDOT and be in possession of a valid flagging card.

102.2 MEASUREMENT AND PAYMENT

When listed as a separate bid item, Traffic Control will be paid for as a lump sum item. Payment will be made as a percentage of the associated items that are completed. When there is not a separate bid item for Traffic Control, it will be considered incidental to all other work and the cost distributed accordingly.

END OF TRAFFIC CONTROL

SECTION 103
SITE CLEARING

103.1 GENERAL

This section provides for general site clearing operations, including trees and vegetation removal, protection of existing trees to be left standing, and clearing and grubbing.

103.1.1 Related requirements specified in other Sections of the Specifications.

A. Section 104 - Trenching & Backfilling

B. Section 106 - Seeding

103.1.2 Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements not indicated to be removed, and improvements on adjoining properties.

103.1.3 Protect existing trees and other vegetation indicated to remain in place against cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing.

103.1.4 Burning where allowed by local ordinances will be allowed by permit only.

103.2 EXECUTION

103.2.1 Clearing

A. Remove from the site trees, brush, shrubs, down timber, rotten wood, rubbish, other vegetation, including stumps, as well as fences, and incidental structures necessary to allow for new construction.

B. Clearing work shall be restricted to area within rights-of-way or easements or within "Construction Limits" indicated on Drawings.

103.2.2 Existing Trees and Shrubs

A. Trees and shrubs that are to remain within "Construction Limits" shall be marked by the owner prior to clearing operations.

B. Ownership of Trees: Unless otherwise noted, felled trees within the "Construction Limits" shall become the property of the Contractor and shall be removed from the site.

C. Use only hand methods for grubbing inside the drip lines of trees which are to remain.

103.2.3 Clean up debris resulting from site clearing operations continuously with the progress of the work.

103.2.4 Remove all waste material from site.

103.2.5 Remove debris from site in such a manner as to prevent spillage. Keep pavement and area adjacent to site clean and free from mud, dirt and debris at all times.

103.3 MEASUREMENT and PAYMENT

When listed as a separate bid item, Site Clearing shall be paid for as a lump sum. When not listed as a separate bid item, Site Clearing shall be considered incidental to associated work items.

END OF SITE CLEARING

SECTION 104
TRENCHING & BACKFILLING FOR UTILITY LINES

104.1 GENERAL

Work included in this Section includes trenching and backfilling for underground pipelines and related structures only.

104.1.1 Related requirements specified in other Sections of the Specifications.

A. Section 102 - Traffic Control

B. Section 103 - Site Clearing

C. Section 105 - Rock Excavation

D. Section 106 - Seeding

E. Section 107 - Sanitary Sewer System

F. Section 108 – Storm Drainage System

G. Section 109 - Water Distribution System

104.1.2 Reference Specifications are referred to by abbreviation as follows:

A. American Society for Testing and Materials – ASTM

B. American Association. of State Highway and Transportation Officials – AASHTO

C. Virginia Department of Transportation – VDOT

104.1.3 The contractor shall provide compaction testing as deemed necessary by the City.

104.1.4 Locate existing utilities, culverts and structures, above and/or below ground, before any excavation starts. Coordinate work with utility companies. Protect, maintain in service, and prevent damage to utilities not designated to be removed. When utilities are encountered and are not shown on Drawings or when locations differ from those shown on Drawings, notify Engineer for instructions before proceeding.

104.2 PRODUCTS

104.2.1 Pipe Bedding Fill

A. Granular fill shall meet requirements for VDOT #68 or #57 aggregate.

104.2.2 Select Backfill

A. Aggregate fill shall be VDOT #21A.

B. Clean earth fill shall be approved material free of debris, roots, frozen materials, organic matter, rock or gravel larger than 2 inches in any dimension or other harmful matter.

C. Flowable Fill shall conform to VDOT Road and Bridge Standards and VDOT Special Provision for Flowable Fill.

104.2.3 Concrete for bedding, backfill or encasement shall have at least 2,000 psi compressive strength.

104.2.4 Rip rap, where shown on the Drawings, shall conform to VDOT Road and Bridge Specifications.

104.3 EXECUTION

104.3.1 Strip existing topsoil, leaf mold and organic materials, meeting topsoil requirements of Section 106 - "Seeding." Deposit in storage piles separate from other excavated material.

104.3.2 Unauthorized excavation consists of the removal of material beyond indicated subgrade elevations or side dimensions without specific approval of the City Engineer. Where unauthorized excavations occur, restore these areas to the elevations and dimensions shown on the Drawings with granular fill.

104.3.3 Where removal of unsatisfactory material is due to fault or negligence of the Contractor, by inadequate shoring or bracing, dewatering, material storage or other failure to meet specified requirements, any work deemed necessary by the City Engineer to correct the faulty condition shall be performed at no additional cost.

104.3.4 Excavation and Bedding

A. Open trenches are limited to 100'.

B. The width of the trench at and below the top of the pipe shall be the outside diameter of the pipe plus 24 inches.

C. The trench width shall be of adequate width to allow for a mechanical compactor between the pipe and the trench wall.

D. Pressure lines shall be installed with bedding as indicated in the Standard Drawings.

E. Gravity sewer lines in good material shall be installed with a modified class B bedding as shown on standard drawing S-8.

F. Dewater excavation as necessary to provide proper protection. If deemed necessary, the Engineer may require continuous dewatering 24 hours per day by adequate pumping or well-points until backfilling is completed.

The method, and equipment used for dewatering shall be subject to the approval of the Engineer.

G. Where unsuitable soil is encountered, excavate to depth determined by the City Engineer and replace with suitable material approved by the City Engineer.

H. Where underground streams or springs are found, provide temporary drainage and notify City Engineer.

I. Remove from the project site and dispose of material unsatisfactory for backfill, trash, and all excess material continuously with the progress of the work.

J. Remove shoring and all form materials, unless otherwise directed.

K. Where rock is encountered which will serve as a foundation for a manhole, vault, or other structure, it shall not be removed. Where only a part of the foundation would bear on rock, excavate to an even depth of 8 inches below the entire structure and backfill with aggregate fill and thoroughly compact. Provide a minimum of 8 inches between rock excavation and sides of structures.

L. Compact pipe bedding by mechanical tamping to prevent settlement.

104.3.5 Sheeting

A. Maintain trench walls in a safe condition at all times. The City Engineer reserves the right to require the use of sheeting and/or shoring at any time the Engineer deems it necessary.

B. Sheeting and shoring left in place shall be cut off to a depth of not less than 18 inches below finish grade.

104.3.6 Compaction

A. Percentage of maximum density requirements: Compact each layer of fill or backfill to not less than the following percentages of the maximum density at optimum moisture content as determined by ASTM D 698 (AASHTO T-99):

1. 100 percent beneath and within 25 feet of buildings and structures, including those shown for future construction.

2. 95 percent beneath pavements, walks, and road shoulders, including those shown for future construction.

3. 90 percent in other unpaved areas.

104.3.7 Backfill

A. Backfill trench to a compacted depth of 1 foot over the pipe with approved earth fill. Backfill shall be properly placed uniformly on each side of the pipe and compacted as required. Do not backfill on muddy or frozen soil, or with muddy or frozen soil.

B. Backfill over any plastic or PVC pipe to 1' over the top of the pipe with VDOT #68 or #58 aggregate.

C. Backfill trench from 1 foot above the pipe to grade with clean earth fill free of stones larger than 6 inches or 1/2 the layer thickness, whichever is smaller. Layers shall not exceed 12 inches, except that under road shoulders and under existing or future paved areas, layers shall not exceed 8 inches. Backfill shall be compacted to the density specified for the areas in which it is located except that minimum compaction in any area shall be to the density of the adjacent soil. Compaction shall be achieved by vibratory mechanical tamping.

D. When specified the trench shall be backfilled full depth with VDOT 21A aggregate.

E. When specified the trench shall be backfilled from 6” above the pipe to the bottom of the pavement repair detail with VDOT Flowable Fill.

F. Excavation depressions caused by removal of stumps or other clearing operations to firm subgrade shall be filled with clean earth fill and compacted as specified.

G. Place backfill materials adjacent to structures evenly. Take care to prevent wedging action of the backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.

H. Compact backfill materials using equipment suitable for the materials being compacted and the work area locations. Use power-driven hand tampers for compacting materials adjacent to structures.

I. Compact aggregate fill placed under manholes or other structures to required density.

J. Full stone backfill will be used only at the discretion of the City Engineer where native backfill is deemed unsuitable.

104.3.8 Grading

A. Uniformly grade all areas within the limits designated on the Drawings, including adjacent transition areas.

B. Finish all surfaces to be free from irregular changes.

C. Finish subgrade areas to receive topsoil to within 0.10 foot of required subgrade elevations.

D. Shape subgrade under walks to line, grade, and cross-section to within 0.10 foot of required subgrade elevations.

E. Shape subgrade under pavement to line, grade, and cross-section to required subgrade elevations.

F. Protect newly graded areas from traffic and erosion. Repair and reestablish grade in settled, eroded, or rutted areas to the specified tolerances.

G. Where compacted areas are disturbed by subsequent construction or adverse weather scarify the surface, reshape and compact to the required density. Use hand tamper for re-compaction over underground utilities.

104.3.9 Utilities to be Abandoned or Removed

A. When underground utilities are to be abandoned in place, plug, cap or seal with concrete at the "construction limits" or at points shown.

B. Remove underground utilities indicated on the Drawings to be removed and backfill resulting excavation with suitable material compacted as specified. Plug, cap or seal utilities with concrete, at the construction limits or at points shown.

104.3.10 Clean Up

A. Keep areas of work cleaned up at all times, and promptly remove all materials and debris not intended for incorporation in the work. Broom clean the surfaces of all paved areas immediately after backfilling operations.

B. Maintain backfilled trenches from the nuisance of dust, mud or settling during the entire length of the Contract and for a period of one-year following Final Acceptance of the Work.

C. In the event the Contractor fails to satisfy these requirements to the satisfaction of the City, or otherwise prosecute the Work in a reasonable or proper manner, and after a reasonable period of time has elapsed after notification by the City of unsatisfactory conditions, the City reserves the right to employ outside services to take such corrective action as deemed necessary by the City Engineer. The cost incurred in taking corrective actions will be deducted from any monies due the Contractor by the City or such other means of collection as may be available to the City.

104.3.11 Preparation for Final Inspection

A. Locate and adjust all manholes, valve boxes, etc. to final grade and flush out all gravity pipelines as necessary prior to final inspection by the City Engineer.

104.4 MEASUREMENT AND PAYMENT

104.4.1. Excavation – Excavation for utility work is incidental to all other work. No separate payment is made.

104.4.2. Rip Rap - When specified as a separate bid item, rip rap will be paid for by the ton or square yard for the Class specified.

104.4.3. Backfill - When there is not enough suitable backfill material on site, VDOT 21A Aggregate shall be used and paid for by the ton. Otherwise there is no separate payment for backfill.

END OF TRENCHING & BACKFILLING FOR UTILITIES

SECTION 105
ROCK EXCAVATION

105.1 DESCRIPTION OF WORK

105.1.1 Furnish all labor, material and equipment to excavate rock and dispose of rock as specified herein.

105.2 REQUIREMENTS OF REGULATORY AGENCIES

105.2.1 Observe all municipal ordinances and State and Federal laws relating to the transportation, storage, handling and use of explosives.

105.2.2 Blasters shall be duly licensed and shall have their license on the work site at all time during blasting activities.

105.3 DEFINITION

105.3.1 The word "rock," wherever used as the name of an excavated material or material to be excavated, shall mean solid ledge rock which, in the opinion of the City Engineer, requires, for its removal, drilling and blasting or mechanical hammer.

105.3.2 No soft or disintegrated ledge rock, no loose, shattered, or broken stone, regardless of size, in rock fills or elsewhere; no frozen earth or existing paving; and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed for payment as rock excavation.

105.4 EXECUTION

105.4.1 Excavate rock to the lines and grades indicated on the drawings and as specified in 105.6 - Measurement and Payment. Dispose of excavated material not suitable for backfill in a location approved by the Owner.

105.4.2 Excavate rock in trenches to 6-inches below the bottom of the pipe to be installed.

105.4.3 Excavate rock in structure excavations to 6" below the bottom of the foundation.

105.4.4 Conduct operations involving explosives by experienced personnel only, with all possible care to avoid injury to persons and damage to property.

105.4.5 Blast only with such quantities and strengths of explosives and in such manner as to break the rock approximately to the intended lines and grades.

105.4.6 Care shall be taken to avoid excessive cracking of the rock upon or against which any pipe or structure will be built, and to prevent damage to existing pipes or other structures and property above or below ground.

105.4.7 Cover rock with blasting mats where required.

105.4.8 Give sufficient warning to all persons in the vicinity of the work before a charge is detonated. Employ flagmen to stop or direct traffic as required.

105.4.9 When required by the City, the contractor shall have a seismograph on site to monitor vibration.

105.5 EXCESS ROCK EXCAVATION

105.5.1 If rock is excavated beyond the limits of excavation indicated on the drawing, specifications, or not authorized in writing by the Engineer, the excess excavation, whether resulting from over breakage or other causes, shall be backfilled, by and at the expense of the Contractor, as specified below.

105.5.2 In pipe trenches, excess excavation below 6" from the bottom of the pipe shall be filled with material of the same type, placement and compaction as specified for the bedding.

105.5.3 In excavations for structures, excess excavation in the rock beneath foundations shall be filled with 3,000 psi concrete. Other excess excavation shall be filled with earth.

105.5.4 If rock below normal depth is shattered due to drilling or blasting operations and such shattered rock is unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled as described in "EXCESS ROCK EXCAVATION." All such removal and backfilling shall be classified as excess rock excavation.

105.5.5 Keep and submit to the Engineer an accurate record of each blast. The record shall show the general location of the blast, the depth and number of drill holes, the kind and quantity of explosive used, and other data required for a complete record.

105.6 MEASUREMENT AND PAYMENT

105.6.1 The contractor shall notify the owner when rock measurements can be performed. If backfill commences before measurement is made, the contractor will not be paid for that portion of the rock removed. Maximum measurement for rock excavation in pipe trenches shall be to six (6) inches below bottom of pipe with the width of trench at 2'-0" plus the interior diameter of pipe, regardless of the excess width excavated. Maximum measurement for precast and cast-in-place structures shall be structure width plus four (4) feet; structure length plus four (4) feet; and base of structure. Payment shall be the price bid per cubic yard and is to include aggregate fill to bring the ditch to plan grade.

END OF ROCK EXCAVATION

SECTION 106
SEEDING

106.1 GENERAL

106.1.1 Related requirements specified in other Sections of the Specifications:

Section 104 - Trenching & Backfilling

106.1.2 Reference Specifications are referred to by abbreviation as follows:

American Society for Testing and Materials – ASTM

Virginia Department of Transportation – VDOT

106.1.3 Submit two copies of the following:

A. Seed Test Report

B. Fertilizer Analysis

106.1.4 Materials shall be delivered in unbroken containers, clearly marked by the manufacturer as to contents. Seed, lime, and fertilizer shall be labeled as to proportions, analysis and quality. Store all materials in a manner affording protection from damage by weather or vandalism.

106.1.5 Seed only when wind velocity is less than 15 miles per hour.

106.2 PRODUCTS

106.2.1 Topsoil shall be the top 4 inches or original soil from the site, unless otherwise noted on the Drawings. Topsoil obtained off-site shall be fertile, friable loam or silt, containing not less than 2 pct., by weight, of finely divided, decomposed vegetable matter. Topsoil shall be free of subsoil, clay lumps, brush, weeds, roots larger than ½ inch diameter, stones larger than ½ inch diameter and other material toxic or harmful to growth.

106.2.2 Fertilizer shall be 5-10-5 applied at 1000 pounds per acre.

106.2.3 Seed mixture shall be 40% lawn fescue, 40% lawn bluegrass, 10% annual rye grass and 10% white Dutch clover applied at 5 pounds per 1000 square feet unless otherwise specified.

106.2.4 Lime shall be ground agricultural grade lime containing not less than 85 pct. calcium and magnesium carbonates. Fineness shall be such that 100 pct. will pass a No. 20 sieve, not less than 50 pct. will pass a No. 100 sieve. Burnt lime or hydrated lime may be substituted in equivalent carbonates, if requested.

106.2.5 Mulch shall be clean, seed free, loose, unweathered, unchopped small grain straw. Spray mulch of an approved wood cellulose fiber material that is in

accordance with the Virginia Department of Transportation (VDOT) specifications shall be accepted.

106.2.6 Sod shall be composed of at least 70 pct. of Kentucky 31 tall fescue and be cut to provide a minimum thickness of 2 inches. Vegetation more than 5 inches in height shall be cut to 3 inches or less before sod is lifted.

106.3 EXECUTION

106.3.1 Prepare soil for permanent seeding by tilling of topsoil in place to loosen thoroughly and break up all clods to a depth of 6 inches. Remove all stumps and roots, coarse vegetation, stones larger than 1-1/2 inches and all construction debris. Soil shall be worked by suitable agricultural equipment to a depth of not less than 4 inches. Rake to a uniform, smooth and drainable surface.

Apply lime and fertilizer uniformly and mix well into top 4 inches of seed bed. Apply lime at the rate of 100 lbs. per 1000 sq. ft. Apply fertilizer at the rate of 50 lbs. of 5-10-5 per 1000 sq. ft.

106.3.2 Sow permanent grass seed between dates of March 15 and May 31 or August 15 and October 31st unless otherwise approved. Temporary seeding and/or mulching is required at all other times.

106.3.3 Sow seed by mechanical seeder as follows:

A. Mix seed thoroughly with clean dry sawdust and broadcast at rate of 5 lbs. of seed per 1000 sq. ft. in cross directions to ensure uniform distribution. Rake surface lightly and roll with appropriate type of lawn roller weighing maximum of 150 lbs. per foot of width.

B. Protect the complete seeded area against erosion by mulching with straw at a rate of one (1) bale per 1000 square feet or by spray mulching with a wood cellulose fiber material applied by hydro-jet method at a rate of 35 pounds (dry weight) per 1000 square feet, in accordance with the VDOT Standard method.

C. Anchor mulch by the following methods.

(1) In residential areas, apply synthetic mulch binder at rate recommended by manufacturer.

(2) On slopes steeper than 4 horizontals to 1 vertical, fasten heavy jute mesh to wooden stakes.

106.3.4 Remove all soiling or staining of finished walks, drives and parking area resulting from seeding work. Maintain paved areas in clean condition.

106.3.5 Turf grass Maintenance

A. Water as required to keep soil moist during germination period.

B. Mowing

(1) When grass reaches height of 3-1/2 to 4 inches, mow to height to 2-1/2 inches.

(2) Maintain grass height between 2-1/2 and 4 inches.

(3) Do not remove more than 33 pct. of total height of grass in one mowing.

C. Reseed and mulch spots larger than 1 square foot without uniform stand of grass.

D. Mow and maintain all seeded areas until uniform stand of grass is acceptable to Engineer.

E. In the event that growth is not established by final project inspection, continue the specified attention until stand is accepted by Engineer.

F. Correct or repair all undue settling as evidence by complaints received within one year after final inspection.

106.4 HYDROSEEDING

106.4.1 The Contractor may elect the use of approved hydraulic seeder (s) for the application of seed and mulch.

106.4.2 Hydraulic applications shall not begin until the topsoil preparation and the lime application has been completed, as specified herein. The method shall be in accordance with VDOT specifications.

106.4.3 Hydraulic Seeder(s) shall be equipped with an agitation system capable of maintaining all mixture solids in complete suspension and shall be equipped with spray nozzles that produce an even distribution.

106.4.4 Wood Fiber Mulch shall consist of specially prepared wood cellulose fibers. Mulch shall not contain growth or germination inhibiting factors. Mulch shall be dyed an appropriate color to facilitate visual detection during application.

106.4.5 Slurry mix for hydro seeding shall supply the following rates per acre:

Kentucky 31 Tall Fescue (100%) or,	32 pounds
Kentucky 31 Tall Fescue (67%) and,	21.5 pounds
Red Creeping Fescue (33%)	10.5 pounds
Fertilizer 10-20-10	1,000 pounds
Wood Fiber Mulch, or	1,500 pounds
Straw tacked with,	3,000 pounds
Wood Fiber	750 pounds

106.5 INSPECTION AND ACCEPTANCE

106.5.1 At the beginning of the next planting season after that in which the permanent grass crop is sown, the seeded areas will be inspected. Any section not showing dense, vigorous growth at that time shall be promptly reseeded by the Contractor at his own expense. The lawns shall be watered, weeded, cut and otherwise maintained until the end of that planting season, when they will be accepted.

106.6 MEASUREMENT AND PAYMENT

106.6.1 Topsoil and Seeding. Measurement and payment shall be per acre or lump sum as listed on the Bid Schedule. When there is no topsoil and seeding bid item the work is considered incidental to other associated work items.

106.6.2 Sod – when specified sod shall be paid for by square foot.

106.6.3 Maintenance – There shall be no separate payment for maintenance of seeded or sodded areas.

END OF SEEDING

SECTION 110
CURB & GUTTER, SIDEWALK, MISCELLANEOUS CONCRETE

110.1 GENERAL

Work included in this Section consists of all new and/or replacement/repair of curb and gutter, curb, sidewalk and other miscellaneous concrete work.

110.1.1 Referenced Specification by Abbreviation:

Virginia Department of Transportation-(VDOT)

110.1.2 All materials and workmanship associated with this Section will be accordance with VDOT's Road and Bridge Standards and Specifications unless otherwise noted.

110.2 PRODUCTS

110.2.1 Submit shop drawings of all products as by the City.

110.2.2 Provide Certified test results and/or mix designs.

110.2.3 Concrete shall be VDOT A-3 unless otherwise noted.

110.2.4 Base aggregate shall be VDOT 21A unless otherwise noted.

110.2.5 Brick pavers shall be standard 4" x 8" x 2-3/8" Pine Hall Pathway or Lawrenceville I-875.

110.2.6 Concrete pavers shall be 4”x 8” Holland Stone Interlocking Paving System.

110.3 EXECUTION

110.3.1 Regular excavation shall include removal and disposal of all existing concrete and asphalt, existing steps as required, as well as earth and all other materials associated with normal excavation to a depth to allow for the installation of the proposed project. All bituminous concrete paved surface immediately adjacent to the excavated areas must be saw cut in a straight line so that when excavation procedures are performed, existing paved surfaces will not be damaged. All concrete surfaces adjacent to the proposed project shall be saw cut in a neat straight line.

All areas beneath the proposed construction shall be excavated and/or graded to a smooth uniform surface and compacted prior to installation procedures. All excavation shall be disposed of off the project site by the Contractor. All excavation shall be considered incidental to the contract.

Unstable Subgrades and Fill - Concrete shall be placed on the earth subgrade if the said subgrade is stable. In unstable areas, the subgrade shall be undercut and replaced with approved material to provide a sound subbase. All fill material

required on this project shall be VDOT 21-A compacted to 95% modified proctor density.

110.3.2 Formwork shall be in accordance with VDOT Road and Bridge Specifications.

110.3.3 Protection and Curing shall be in accordance with VDOT Road and Bridge Specifications. Curing compound shall be white.

110.3.4 Sidewalks shall be the combination curb and walk type as shown on the detail drawing. Brick veneer sidewalks are to be constructed at locations designated by the Owner.

110.3.5 Sidewalks are to be installed so that the back of the walk is on the street right-of-way line, or as directed by the Owner.

110.3.6 All sidewalk slabs shall receive a steel trowel float and broom finish and all curbs shall receive a broom finish.

110.3.7 All concrete sidewalks shall receive a score line in finished surface every five feet (5'). Depth of the score line shall be a minimum of 5/8".

110.3.8 Expansion material shall be installed every 40' in sidewalks and between all existing and proposed concrete surfaces. Along areas where the new walk abuts against an existing uneven retaining wall expansion material shall be installed 4.5' behind and parallel to the face of curb or as directed by the Owner. Concrete shall then be poured behind the expansion material to fill the void area between the face of the walls and expansion. This is done to allow the expansion material to be installed in a smooth straight line. Expansion material shall be of a type equal to the asphalt impregnated fiberboard conforming to ASTM c 175 for exterior work. Expansion material shall extend full depth of slab, less 1/2" at top of slab.

110.3.9 After front forms have been removed along the edge of pavement, the contractor shall rub the face of newly installed curb to fill any voids and remove rough spots from the face of curb. In addition, the contractor shall place 21-A aggregate in the void area between the face of curb and the edge of pavement to an elevation which will match the grade of the existing pavement.

110.3.10 All curb and gutter shall be CG-6 or “roll-top” when specified.

110.3.11 All curb shall be CG-2.

110.3.12 Expansion material shall be installed every 100' in curb and gutter. Expansion material shall be of a type equal to the asphalt impregnated fiberboard conforming to ASTM C 175 for exterior work. Expansion material shall extend full depth of curb and gutter, less 1/2" at top of concrete.

110.3.13 All properties which have existing entrance ways shall have new entrances installed at their present location. Entrances will vary in width depending upon

field conditions but the standard width shall be 12’ at the back. On all existing concrete driveways, the contractor shall tie the driveway into the back of the new entrance using concrete to provide a smooth ride across the entrance onto the existing driveway. The contractor shall perform all asphalt driveway connections to the back of the new entrance. The contractor will be required to place stone behind the new entrance for all driveway connections, both concrete and asphalt, as a temporary measure to allow for the use of the entrance prior to its final completion. The exact number of entrances may vary from those shown on the proposal. Entrances may be added or deleted from those anticipated thus affecting the quantities for both entrances, sidewalks, and curb and gutter. The contractor shall schedule entrance construction to inconvenience property owners no more than necessary.

110.3.14 All existing walks and steps that serve private residences, businesses, etc., shall be tied to the back of the newly installed sidewalk. In performing this portion of the work, the Contractor will encounter a multiple of different situations due to grade problems, height and number of steps, etc. For bidding purposes, the contractor shall base his bid on the following breakdown:

A. All existing sidewalk connections which are tied flush to the newly installed sidewalk shall be paid as miscellaneous concrete installation. Payment shall be based on field measurements.

B. All steps constructed to facilitate a connection to back of the new sidewalk shall be paid for on a per each basis. Steps for this project shall be defined as any step with a minimum rise of 4", a maximum width of 5' and a maximum tread of 2'. A change in elevation from the new sidewalk to an existing walk or step is not considered a step for payment purposes. All steps shall be constructed using the same type material as that of the existing walk. If no walk exists, steps shall be constructed using concrete.

110.3.15 All yard areas immediately behind newly installed sidewalks shall be topsoiled and seeded so as to provide a smooth tie in with the existing yard and back of the walk.

110.3.16 Brick sidewalks are to be installed per the Standard Drawing. Base stone shall be VDOT 21A.

The bricks shall be set in a minimum 1/2" mixture of dry 1-part cement and 3 parts sand. Sand shall be swept between the brick joints. Brick pavers shall have a smooth surface that is flush with the curbing.

110.3.17 Detectable warning surface shall be constructed at each street intersection and/or as directed by the City. They shall be VDOT standard CG-12.

110.3.18 Existing limestone curb is to be adjusted for a straight alignment and raised to provide a 6" curb height. Thoroughly compact 21-A aggregate under all disturbed limestone curb.

110.3.19 When an entrance is required across a brick sidewalk, it shall be a herringbone design. The standard concrete entrance shall be modified to leave a depth equal in thickness to the brick paver and mortar bedding with a 4" wide lip on the back. The brick pavers shall tie in flush with the front curb, back lip and adjacent sidewalk.

110.3.20 The Contractor shall be responsible for both the adjustment and relocation of water meter boxes. Adjustment means the vertical and/or minimal horizontal adjustment of the meter box only. Relocated water meters will be any meter that will require cutting into the existing service lines. The City will provide the yoke assembly and box for relocations.

110.4 MEASUREMENT AND PAYMENT

110.4.1 Sidewalk - Measurement shall be the horizontal surface area (including curb on monolithic curb and sidewalk) of sidewalk. Work is to include excavation, backfill, stone base, labor, and materials, etc. Area of Sidewalk Access Ramps and Standard Entrance Gutters is not to be included in Payment for Sidewalk, as these are separate pay items.

110.4.2 Curb and Gutter - Measurement shall be parallel to the curb and gutter excluding entrances. There shall be no separation between straight and radial curb and gutter. Work is to include all excavation, backfill, labor, and materials. Payment is for Curb and Gutter only as directed by the City and when identified as a separate pay item. All other Curb and Gutter work and payment shall be incidental to other bid items as applicable. Payment will be the bid price per linear foot.

110.4.3 Curb - Measurement excludes entrances. There shall be no separation between straight and radial curb. Work is to include all excavation, backfill, labor, and materials. Payment is for Curb only as directed by the City and when identified as a separate pay item. All other Curb work and payment shall be incidental to other bid items as applicable. Payment will be the bid price per linear foot.

110.4.4 Sidewalk Access Ramp w/ CG-12 - Measurement shall be the horizontal area (including curb on monolithic curb and sidewalk) of ramp, landing, and side flare areas. Work is to include all excavation, backfill, stone base, labor, and materials, including detectable warning surface. Payment shall be the bid price per Ramp.

110.4.5 CG-9A Standard Entrance Gutter - Measurement shall be parallel to the curb and gutter entrances. There shall be no separation between straight and radial

curb and gutter entrances. Work is to include all excavation, backfill, stone base, labor, and materials. Payment shall be the bid price per Entrance.

110.4.6 Detectable Warning Surface - CG-12 Detectable Warning surface shall be incidental to the Sidewalk Access Ramp requiring the CG-12. No separate payment will be made, unless otherwise indicated.

110.4.7 Steps - Measurement shall be per each 5' in width. Steps created by increasing the height of the sidewalk are not a pay item. Work is to include excavation, backfill, labor, and all associated work for concrete steps. Payment shall be per the bid price for each concrete step constructed, if applicable.

110.4.8 Miscellaneous Concrete - Measurement shall be the horizontal surface area of concrete adjacent to the street sidewalk (private, walks, driveways, etc.) Work includes all excavation backfill, work and materials required. Payment shall be the bid price per square yard of miscellaneous concrete installed when identified as a separate pay item. All other Miscellaneous Concrete work and payment shall be incidental to other bid items as applicable.

110.4.9 Stone Base - Measurement shall be by the ton of base stone placed under sidewalk, curb and gutter, gutter, entrances, ramps, miscellaneous concrete and street patch. Work is to include all excavation and incidental work. Payment of stone base is incidental to other concrete pay items; no separate payment will be made, unless otherwise indicated.

110.4.10 Saw Cut - Measurement shall be parallel to the saw cut. Payment is for concrete saw cuts only as directed by the City and when identified as a separate pay item. All other Saw Cut work and payment shall be incidental to other bid items as applicable. Payment will be the bid price per linear foot.

110.4.11 Remove/Dispose Existing Concrete – Measurement and payment shall be per horizontal square yard of existing concrete sidewalk, entrances, pads, curb, gutter, ramps, and other concrete items requiring removal for project work and as indicated on the Plans.

END OF CURB & GUTTER, SIDEWALK, MISCELLANEOUS CONCRETE

SECTION 111
STREET CONSTRUCTION and REPAIR

111.1 GENERAL

Work covered by this section includes all work associated with construction of a new street and the repair or patching of an existing street, and construction of asphalt paths and greenways.

111.1.1 Referenced Specifications by Abbreviation:

Virginia Department of Transportation - (VDOT)

111.1.2 All materials and workmanship associated with this Section shall be in accordance with VDOT's Road and Bridge Standards and Specifications unless otherwise noted.

111.2 PRODUCTS

111.2.1 Submit shop drawings of all products as by the City.

111.2.2 Provide Certified test results and/or mix designs.

111.2.3 All materials shall meet the specifications of VDOT's Road and Bridge Specifications.

111.3 EXECUTION

111.3.1 All excavation, backfill, base stone, and plant mix for new streets shall be constructed in accordance with VDOT's Road and Bridge Specifications.

111.3.2 The typical street section shall be as shown on the plans.

111.3.3 The street shall be graded to the right-of-way line before beginning cut and fill slopes. Protection and Curing shall be in accordance with VDOT Road and Bridge Specifications.

111.3.4 Street repair/patching shall be in accordance with the Standard Drawing or Plans.

111.3.5 Make a neat saw cut on all sides of a street repair/patch. Square up all patches.

111.3.6 Maintain all street excavations to a smooth transition until final street repair/patch is complete.

111.3.7 A temporary repair/patch of prime and double seal is permitted when plant mix is not available.

111.3.8 The street shall be milled to the finished elevations less the allowance for the final overlay. All manholes, water valve boxes, etc. shall be adjusted to final elevations immediately after milling.

111.4 MEASUREMENT AND PAYMENT

111.4.1 Excavation and Fill for new streets shall be in accordance with VDOT Standards.

111.4.2 Base Stone for new streets shall be in accordance with VDOT Standards.

111.4.3 Bituminous Concrete for new streets shall be in accordance with VDOT Standards.

111.4.4 Street Repair/Patch - Measurement shall be for the horizontal area of pavement not exceeding the pay limits. Work is to include all excavation, saw cut, stone base, and bituminous concrete required to complete the repair/patch. Payment shall be the bid price per square yard. There are no separate payments for stone, bituminous concrete or saw cut.

111.4.5 Asphalt Path – Measurement shall be for the horizontal area of pavement not exceeding the pay limits. Work is to include all excavation, stone base, and bituminous concrete required to complete construction. Payment shall be the bid price per square yard. There are no separate payments for stone or bituminous concrete.

111.4.6 Gravel Driveway Extension – Measurement shall be for the horizontal area of gravel driveway installed, not exceeding the pay limits. Work is to include all excavation, stone base, and compaction to complete construction as indicated on the plans. Payment shall be the bid price per square yard.

END OF STREET CONSTRUCTION and REPAIR

SECTION 112
EARTHWORK

112.1 GENERAL

Work included in this section includes all work associated with earth moving operations and grading.

112.1.1 Related requirements specified in other sections of the Specifications:

A. Section 103 - Site Clearing

B. Section 106 - Seeding

C. Section 110 - Curb and Gutter, Sidewalk, Misc. Concrete

D. Section 111 - Street Construction & Repairing/Patching

112.2 EXECUTION

112.2.1 The work includes demolition, clearing and grubbing the site, dewatering, stripping and storing of topsoil, excavation, filling and backfilling, rough and finish grading over the areas indicated, erosion control, distribution of topsoil, and utility earthwork. Any water that accumulates in the excavations shall be promptly removed.

112.2.2 Any existing structures shall be carefully demolished and removed from the site. The demolition work shall be done carefully so as to not disrupt the Owner's operations, and so as to not endanger or harm adjacent property, structures or the public.

112.2.3 The entire area within the limit of work shall be cleared and grubbed and shall be cleaned of all debris. Topsoil shall be stripped from all areas to be graded, paved and built upon to the depth encountered and stored for reuse later in the work. Under the structures, paved, and fill areas, stumps, roots, logs, matted roots and other debris not suitable for foundation purposes shall be removed to a minimum depth of eighteen (18) inches below any subgrade. The resulting hole shall be backfilled with suitable material and compacted as specified hereinafter for backfill. Cleared material shall be completely removed from the site, and disposed of by the Contractor, at his expense. All areas to receive fill shall be stripped of root mat five feet beyond toe of anticipated fills. Topsoil, all vegetation, such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetable matter, rubbish and other debris within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will such objectionable material be allowed to remain in or under the fill area. Sloped ground surfaces steeper than one vertical to four horizontals on which fill is to be placed shall be plowed, stepped, benched, or broken up in such manner that fill material will bond with the existing surface,

as directed. Before starting the fill or before placing structures or pavement, the area shall be proof rolled with a rubber tired vehicle, typically a loaded dump truck. Any soft, pumping, or rutting spots that are discovered shall have the soft material excavated and the void filled with suitable material, compacted as hereinafter specified.

112.2.4 Topsoil shall be carefully stripped to its full depth from all areas indicated to be graded, or to be built upon. Stripped topsoil shall be stored and protected for reuse later.

112.2.5 The Contractor shall store and use explosives in accordance with the Occupational Safety and Health Act and with other Federal, State and Local ordinances and regulations. The Contractor shall hold the Owner harmless for any injuries and for all damage caused by the explosives and shall satisfactorily correct and pay for all injuries and damage resulting from his use of explosives. Prior to firing blasts, the Contractor shall have a competent man, carrying a red flag, stationed at a reasonable distance from the blast at each avenue of approach to give warning of the blast. Blasting in the vicinity of any existing utilities shall be done carefully and with the knowledge and approval of the owner of the utility. The Contractor shall conduct pre-blasting inspection of nearby facilities and structures, and vibration monitoring during blasting.

112.3 EXCAVATIONS

112.3.1 All excavations shall be performed to the grades, slopes, and elevations indicated. All excavated materials which are not considered suitable for fill and any surplus of excavated material which is not required for fill shall be disposed of by the Contractor. Excavations shall extend a sufficient distance away from the walls to permit erection and removal of forms and installation of drains and other permanent work. Excavations shall be carefully made to the depths indicated, with the bottoms level, free of loose material, and free of all loam, organic material and other unsuitable material as hereinafter specified. All excavations shall be approved by the Engineer prior to the placing of any concrete. Sloping rock shall be stepped, as directed. Excavations carried below the required depth, other than that specified for occasional rock outcropping, shall be backfilled with trench stabilization material, except general rock areas where the backfill shall be concrete.

112.3.2 The Contractor shall clear and grub all vegetation, debris and any other material encountered within the limits of grading and as required for trenches and ditches indicated to be worked on, but where grading contours are not shown. All material from the demolition, the clearing and grubbing and debris removal shall be disposed of off the site by the Contractor at his expense.

112.3.3 Filling, Backfilling, and Compaction

A. Suitable material for fill, backfill and subgrade preparation shall be GW, GP, GM, GC, SW, SP, SM, ML, CL, or SC as classified in the Unified Soil Classification System in accordance with ASTM D 2487-69 (R1975). The suitability of material to be used as fill shall be determined by the classification method specified and by the moisture density tests in accordance with ASTM D698. Testing shall be by an independent soils laboratory, at the Owner's expense, and the results shall be approved by the Engineer prior to the soil's use. Suitable material removed from the excavation shall be used in forming the necessary fill. Material shall be free of debris, roots and organic matter. Frozen material shall not be used as fill or backfill. Any additional material necessary for establishing the indicated grades shall be excavated from the approved borrow sites as shown on the plans by the Contractor and approved by the Engineer as part of this contract. The maximum particle size shall be six inches largest dimension, except in the uppermost lift, where the maximum particle size shall be two inches largest dimension. Fill material shall be placed in successive horizontal layers not to exceed eight (8) inches of loose material, and then thoroughly compacted as hereinafter specified.

B. Fill or backfill adjacent to the foundation and retaining walls shall be placed in eight (8) inch horizontal layers, each layer being moistened or dried and compacted as hereinafter specified. Special care shall be taken to prevent wedging action as the backfill proceeds.

C. Embankment slopes shall be constructed by filling one (1) foot beyond the proposed finished slope surface for each lift. Compaction equipment shall work to the edge of each lift. After the entire fill is placed and compacted, the outside foot of the slope shall be trimmed to the design slope with a dozer. No slopes shall be steeper than 3 horizontals to 1 vertical.

D. Unsuitable materials shall be those materials not meeting the requirements specified hereinbefore for suitable materials.

112.3.4 Compaction and Testing

A. Compaction shall be performed by hand compaction equipment adjacent to the structures. General area compaction equipment shall be the Contractor's option, subject to the approval of the Engineer. The compaction in grassed areas shall be 90 percent of maximum density obtained in the procedure in ASTM D698. The compaction under pavement areas shall be 98 percent of maximum density in ASTM D698. The materials shall be aerated or moistened, as required to provide a moisture content that falls within 3 percentage points of either side of optimum, unless otherwise approved by the Engineer. Moisture

determinations shall be made. Field density tests and moisture tests shall be performed at the Contractor's expense by an independent soils testing laboratory, approved by the Engineer, on each lift at locations selected by the Engineer to assure that the correct compaction has been performed. If any test fails, additional testing at the Contractor's expense shall be performed to determine the extent of the improperly compacted material. The improperly compacted material shall then be removed, replaced and re-compacted, and the area shall then be retested to insure proper compaction.

112.3.5 Finish Grading

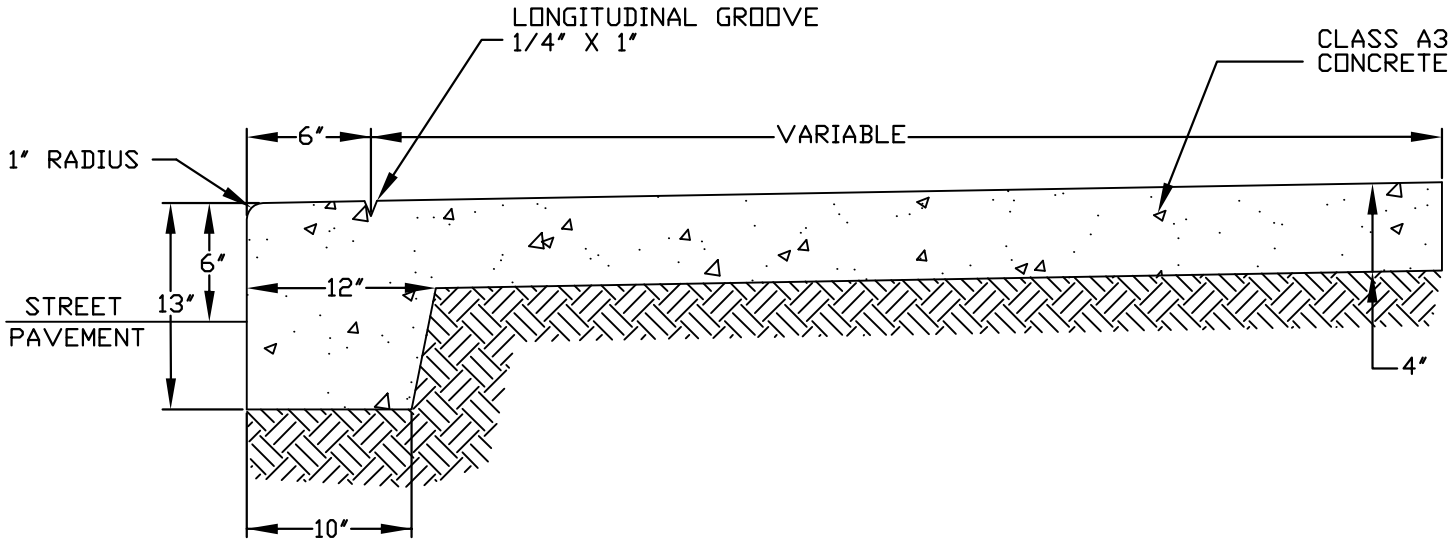
A. Finish grading shall be done as required to establish the slopes indicated. The grades shall be formed to easy contours sloping toward inlets and ditches. The grading shall eliminate low spots and pockets that do not drain. Ditches shall be excavated to the sections and elevations shown and shall be excavated on smooth slopes to avoid low spots and pockets that do not drain.

B. The surface of all excavations and fill and all disturbed areas shall be finished to a smooth surface, with the grades sloping away from the buildings. Swales and ditches shall be finished so that effective drainage results. Proper allowance shall be made for topsoil and for pavement thickness. Any settling or washing prior to acceptance of the work shall be repaired at no additional expense to the Owner. Topsoil and seeding of all disturbed areas shall be performed in accordance with the Section "Seeding."

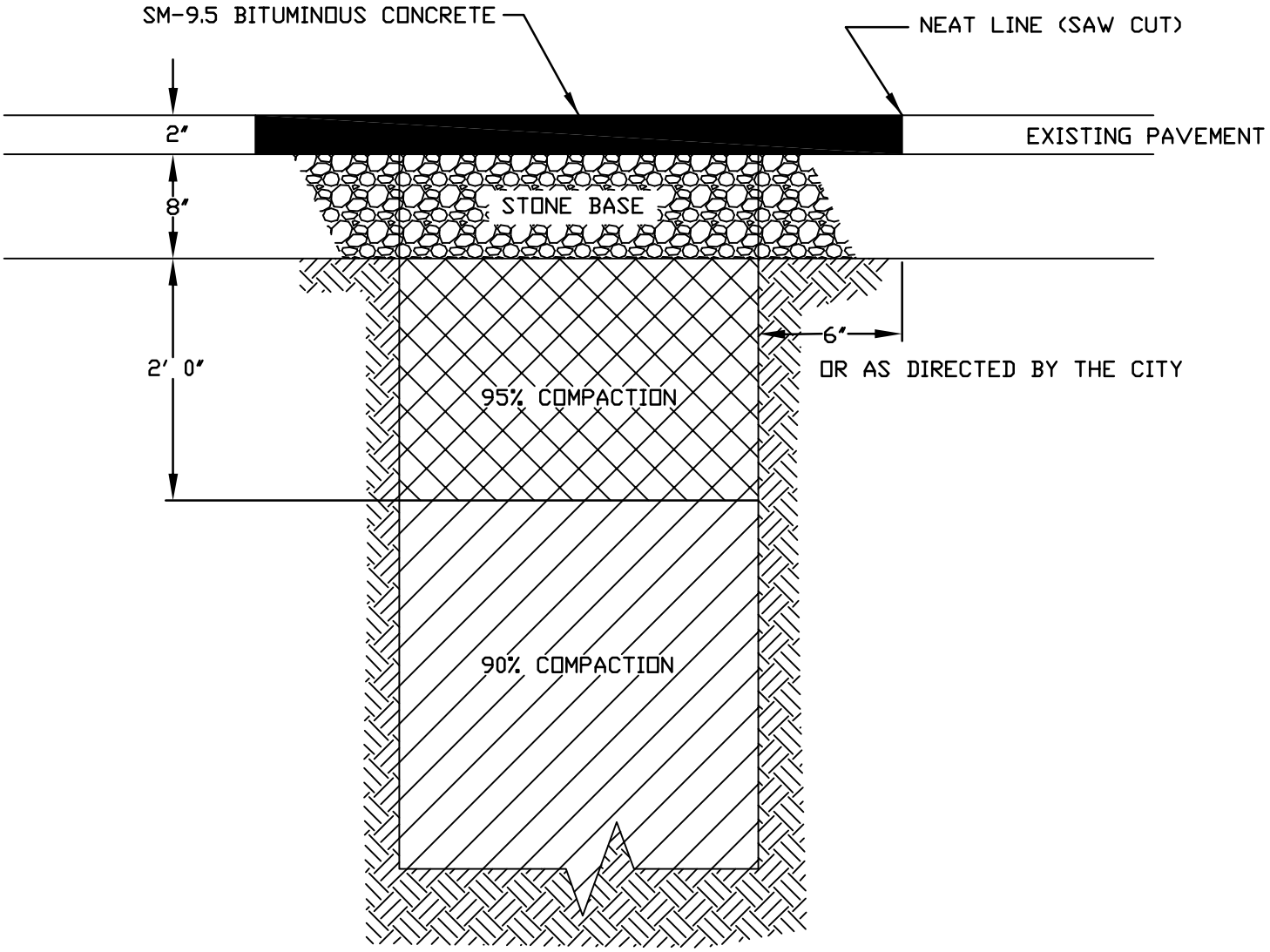
112.4 MEASUREMENT AND PAYMENT

112.4.1 Site Grading - Measurement shall be either lump sum or per cubic yard, whichever is indicated on the Bid Schedule. Unless otherwise indicated all excavation is unclassified except solid rock in utility line ditches. Payment will be made as a percentage of lump sum excavation complete or if bid by the cubic yard, actual quantity excavated.

END OF EARTHWORK



CITY OF STAUNTON, VA	**MONOLITHIC CONCRETE WALK**	Draw No. **M-1**

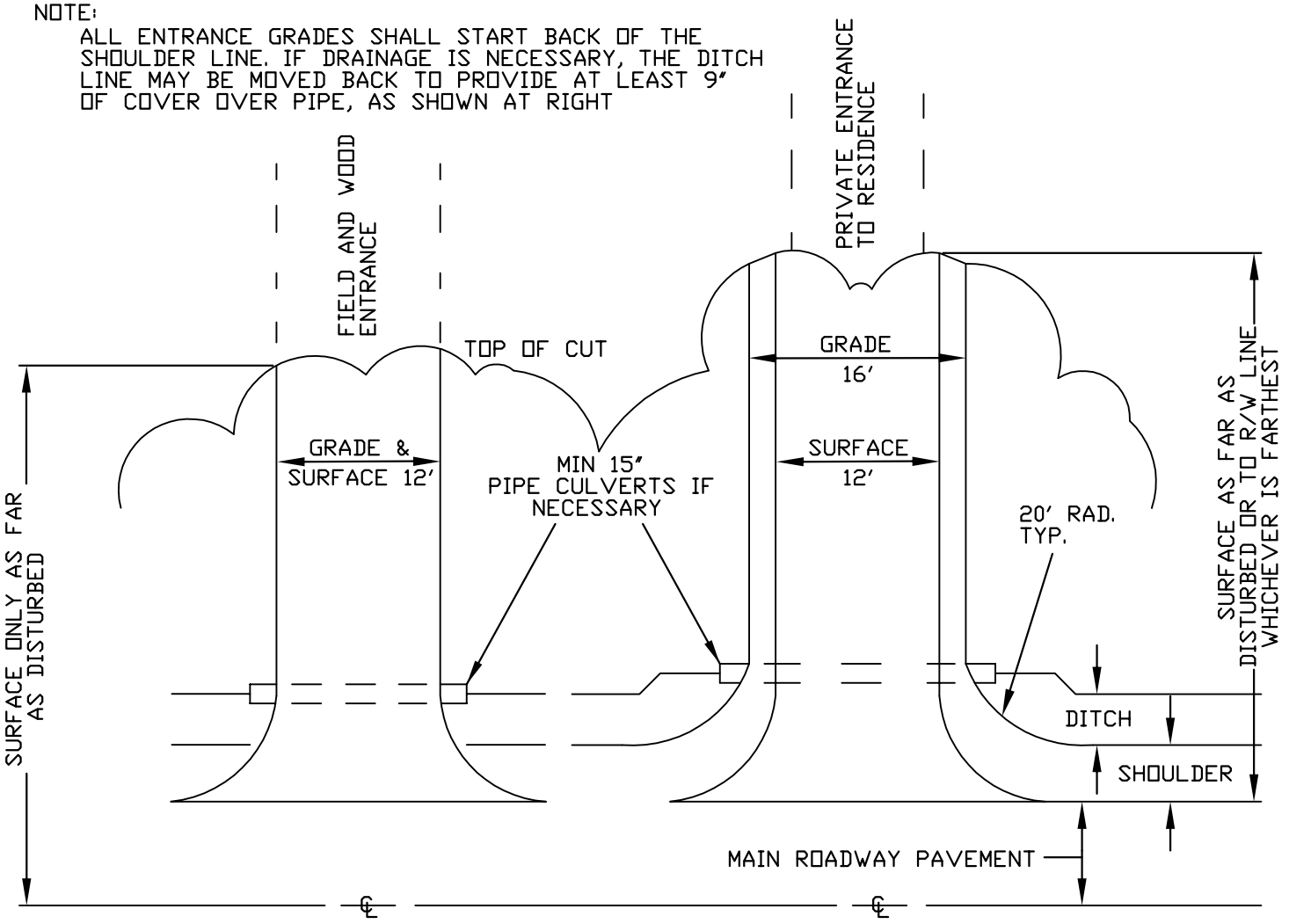


NOTE:

1. COMPLETED PATCH TO BE FLUSH WITH EXISTING PAVEMENT

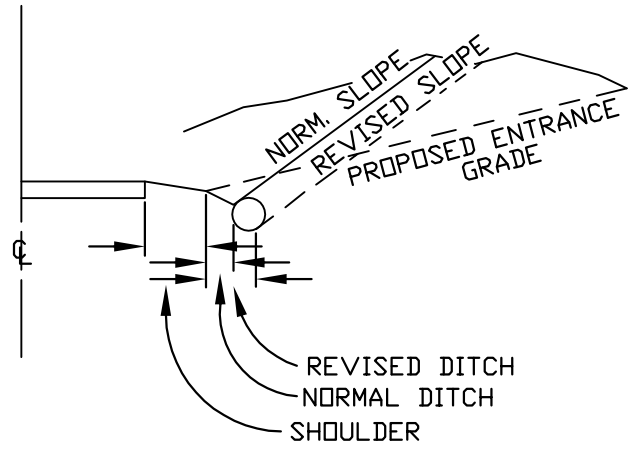
CITY OF STAUNTON, VA	**STANDARD PATCH FOR ASPHALT PAVEMENT**	Draw No. **M-5**

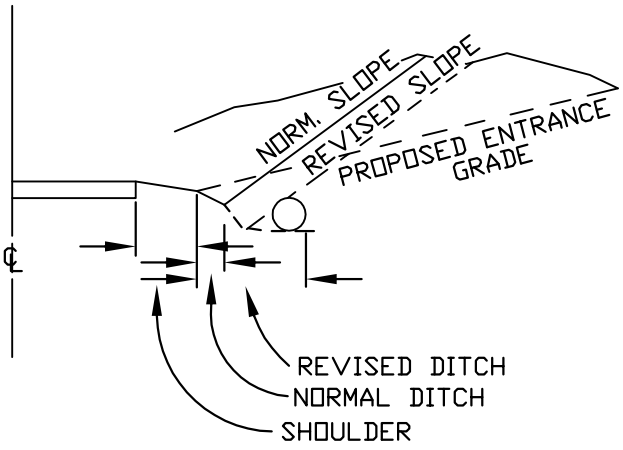
NOTE:
ALL ENTRANCE GRADES SHALL START BACK OF THE SHOULDER LINE. IF DRAINAGE IS NECESSARY, THE DITCH LINE MAY BE MOVED BACK TO PROVIDE AT LEAST 9" OF COVER OVER PIPE, AS SHOWN AT RIGHT



NOTE:
LENGTHS OF CULVERTS SHOWN ON ROAD PLANS FOR ENTRANCES ARE APPROXIMATE AND SHALL BE ADJUSTED TO OBTAIN ABOVE ROADWAY WIDTHS.

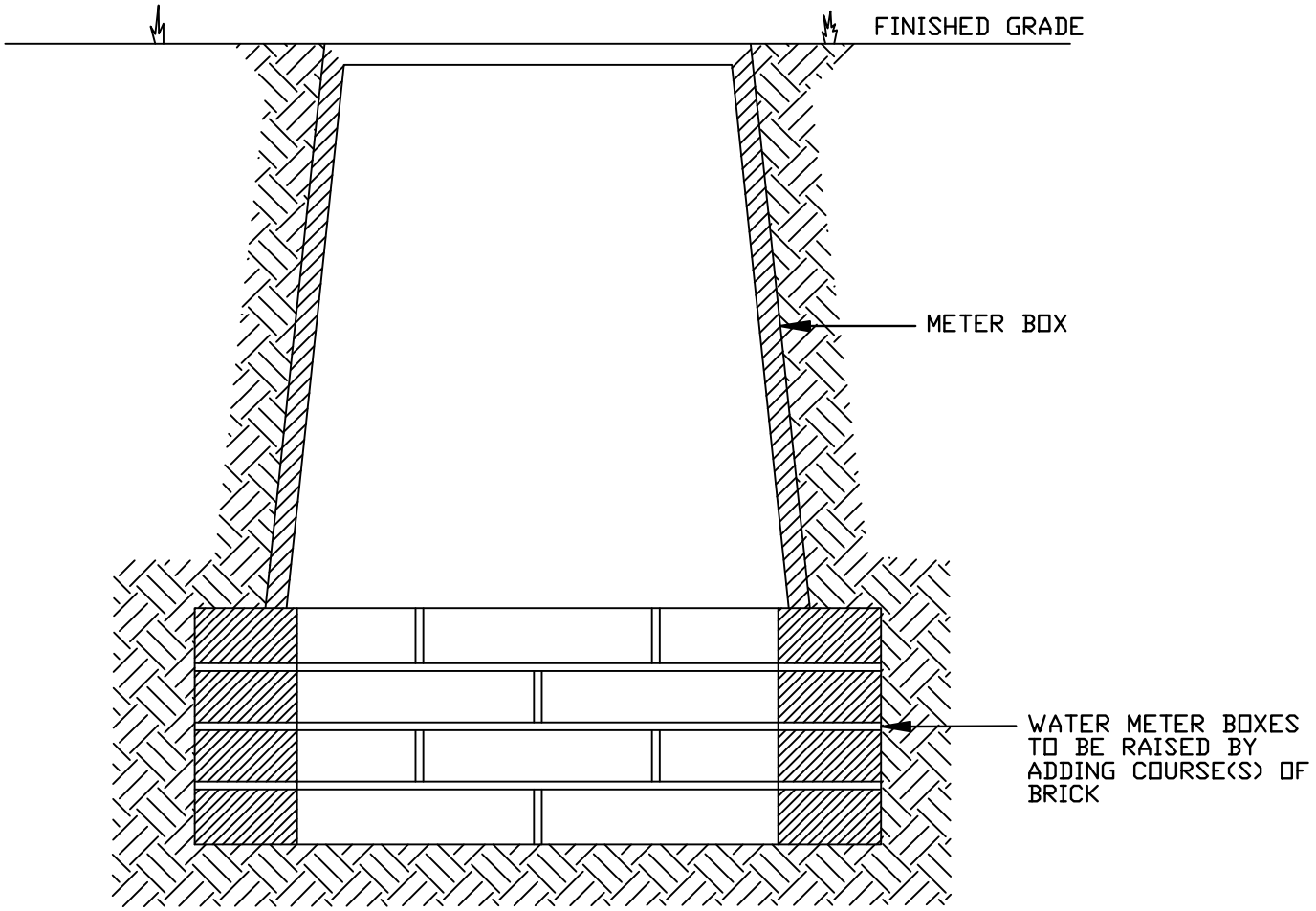
ENTRANCES IN FULL TO BE SAME AS ABOVE EXCEPT LOCATION OF CULVERT (WHEN NECESSARY)





ALTERNATE METHODS FOR PLACING PIPES UNDER ENTRANCES

CITY OF STAUNTON, VA	**STANDARD PRIVATE ENTRANCE**	Draw No. **M-6**



CITY OF STAUNTON, VA	WATER METER BOX ADJUSTMENT	Draw No. W-17

FOR INDEX OF SHEETS SEE SHEET 1B

STATE	FEDERAL AID PROJECT	STATE ROUTE	STATE PROJECT	SHEET NO.
VA.			EN16-132-104 SEE TABULATIONS BELOW FOR SECTION NUMBERS	1

UPC 109024

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROPOSED CONSTRUCTION PLANS

BESSIE WELLER ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL

PROJECT MANAGER LYLE M. HARTT, P.E. CITY ENGINEER, CITY OF STAUNTON
DESIGN SUPERVISED BY LYLE M. HARTT, P.E.
DESIGNED BY LYLE M. HARTT, P.E., CITY ENGINEER

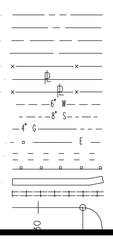
THE COMPLETE ELECTRONIC PDF VERSION OF THE PLAN ASSEMBLY AS AWARDED, INCLUDING ALL SUBSEQUENT REVISIONS, WILL BE THE OFFICIAL CONSTRUCTION PLANS. FOR INFORMATION RELATIVE TO ELECTRONIC FILES AND LAYERED PLANS, SEE GENERAL NOTES.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

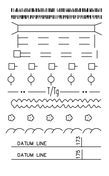
THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT'S 2020 ROAD AND BRIDGE SPECIFICATIONS, 2016 ROAD AND BRIDGE STANDARDS, 2009 MUTCD, 2011 VIRGINIA SUPPLEMENT TO THE MUTCD, 2011 VIRGINIA WORK AREA PROTECTION MANUAL AND AS AMENDED BY CONTRACT PROVISIONS AND THE COMPLETE ELECTRONIC PDF VERSION OF THE PLAN ASSEMBLY.

CONVENTIONAL SIGNS

STATE LINE
COUNTY LINE
CITY, TOWN OR VILLAGE
RIGHT OF WAY LINE
FENCE LINE
UNFENCED PROPERTY LINE
FENCED PROPERTY LINE
WATER LINE
SANITARY SEWER LINE
GAS LINE
ELECTRIC UNDERGROUND CABLE
TRAVELED WAY
GUARD RAIL
RETAINING WALL
RAILROADS
BASE OR SURVEY LINE



LEVEE OR EMBANKMENT
BRIDGES
CULVERTS
DROP INLET
POWER POLES
TELEPHONE OR TELEGRAPH POLES
TELEPHONE OR TELEGRAPH LINES
HEDGE
TREES
HEAVY WOODS
GROUND ELEVATION
GRADE ELEVATION



POPULATION ___,___ (_____ CENSUS)

STATE PROJECT NO.	SECTION	FEDERAL AID PROJECT NO.	TYPE CODE	PPMS NO.	LENGTH INCLUDING BRIDGE(S) FEET	LENGTH INCLUDING BRIDGE(S) MILES	LENGTH EXCLUDING BRIDGE(S) FEET	LENGTH EXCLUDING BRIDGE(S) MILES	TYPE PROJECT	DESCRIPTION
EN16-132-104										

NOTE: PROJECT LENGTH BASED ON CONSTRUCTION BASELINE

TIER 1 PROJECT

LOCALLY ADMINISTERED PROJECTS

CITY OF STAUNTON
NAME OF LOCALITY

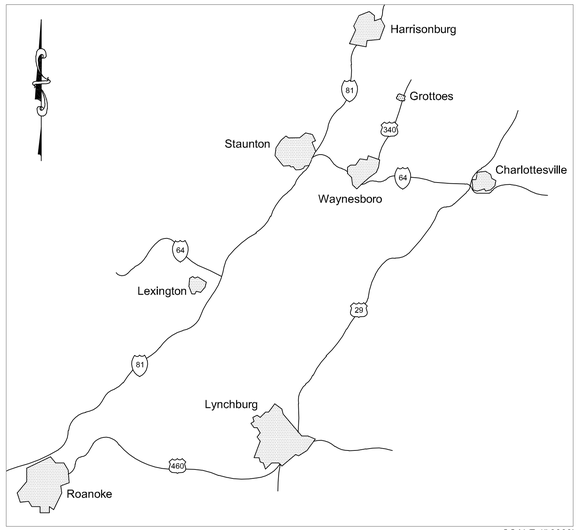
Lyle M. Hartt (SIGNATURE)
LYLE M. HARTT, P.E.
RECOMMENDED FOR APPROVAL FOR CONSTRUCTION
6/17/2021 | CITY ENGINEER – CITY OF STAUNTON
DATE | TITLE OF POSITION

(SIGNATURE)
STEVEN L. ROSENBERG
RECOMMENDED FOR APPROVAL FOR CONSTRUCTION
June 17, 2021 | CITY MANAGER – CITY OF STAUNTON
DATE | TITLE OF POSITION

Copyright 2019 Commonwealth of Virginia

BESSIE WELLER ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL

PROJECT NO : EN16-132-104, C501, P101, R201
FHWA No. : TAP-5132(139)
UPC : 109024



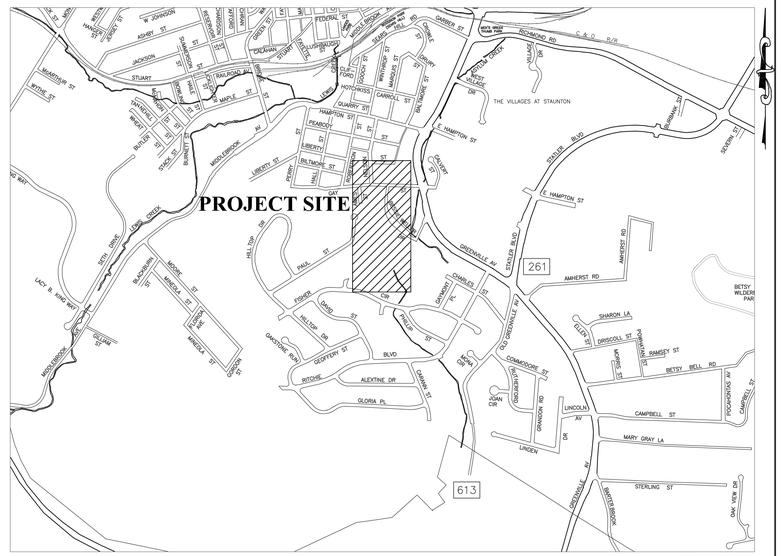
VICINITY MAP

SCALE 1":3000'

JUNE 17, 2021

CITY OF STAUNTON
116 W. Beverley Street
P.O. Box 58
Staunton, Virginia 24402

City Engineer: Lyle M. Hartt, P.E.
Phone: 540-332-3858



SCALE 1":1000'

LOCATION MAP

GENERAL NOTES

1. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SPECIAL CONDITIONS, CITY OF STAUNTON DESIGN AND CONSTRUCTION STANDARDS, VDOT ROAD AND BRIDGE STANDARDS, HEALTH DEPARTMENT WATER WORKS AND SEWERAGE REGULATIONS AND ANY OTHER APPLICABLE STANDARDS.

2. ALL MATERIAL USED ON THIS PROJECT SHALL BE NEW AND COMPLY WITH THE LATEST REVISION OF THE APPLICABLE AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM), AMERICAN WATERWORKS ASSOCIATION (AWWA), AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) & VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) ROAD & BRIDGE STANDARDS & SPECIFICATIONS UNLESS OTHERWISE NOTED.

3. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS ARE AS THEY WERE KNOWN AT THE TIME THE PLANS WERE PREPARED. HOWEVER, NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED AS A GUARANTEE THAT SUCH UTILITIES ARE IN THE LOCATION INDICATED OR THAT THEY ACTUALLY EXIST, OR THAT OTHER UTILITIES ARE NOT IN THE AREA OF OPERATION. THE CONTRACTOR SHALL MAKE ALL NECESSARY INVESTIGATIONS TO DETERMINE THE EXISTENCE AND LOCATION OF SUCH LINES. THE CONTRACTOR SHALL PAY FOR ANY DAMAGE TO AND FOR MAINTENANCE AND PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
NOTIFY VA811 48 HOURS IN ADVANCE OF DIGGING.

4. THE CONTRACTOR IS TO DIG & LOCATE EXISTING UTILITIES IN ADVANCE OF PIPE LAYING TO ALLOW FOR HORIZONTAL AND VERTICAL ALIGNMENT ADJUSTMENT.

5. ALL SALVAGE ITEMS REMOVED FROM THE PROJECT SHALL BE DEPOSITED AT THE CITY SALVAGE YARD.

6. ALL TRAFFIC CONTROL DEVICES MUST BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE VIRGINIA WORK AREA PROTECTION MANUAL.

7. ANY QUESTIONS SHOULD FIRST BE DIRECTED THROUGH THE CITY ENGINEER'S OFFICE. ADDITIONALLY, MATTERS CONCERNING CITY OF STAUNTON STREETS & SIDEWALKS, WATER & SEWER, FACILITIES MAINTENANCE, AND TRAFFIC & SIGNS SHOULD BE DIRECTED TO THE CORRESPONDING DIVISION SUPERINTENDENT AT.PUBLIC WORKS AT 540-332-3892 DURING REGULAR OFFICE HOURS, OR 540-332-3896 AFTER HOURS.

8. DRAWINGS FOR THESE PROJECTS ARE BASED ON AVAILABLE RECORDS, SUPPLEMENTED WITH A LIMITED AMOUNT OF FIELD SURVEY.

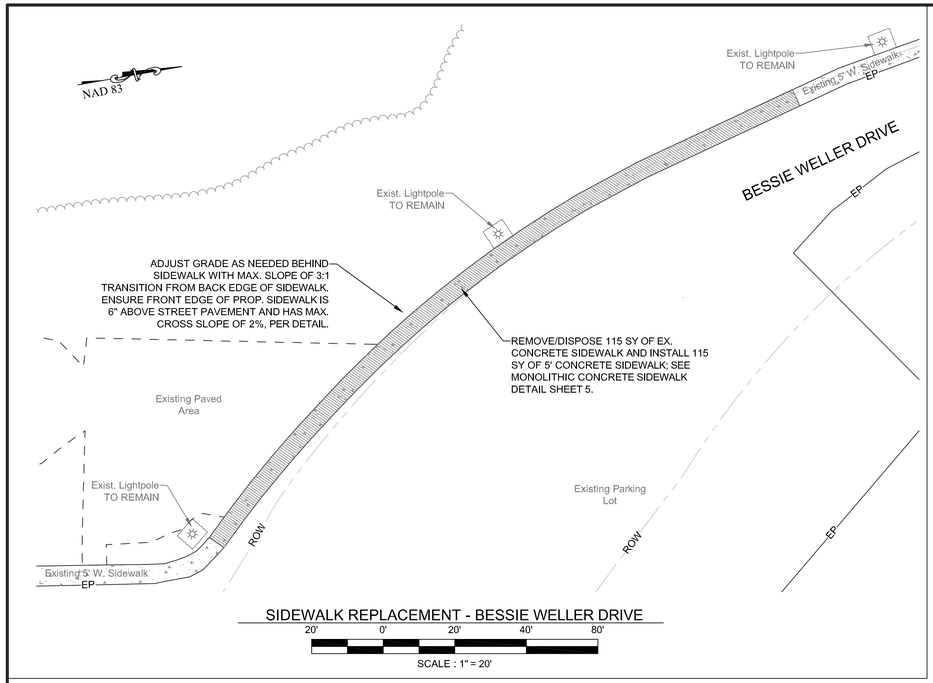
This project's topographic and utility information mapping was completed under the direct and responsible charge of Nickie D. Mills, P.E., from an actual ground survey made under his supervision in May 2018. The survey information on this drawing meets minimum accuracy standards unless otherwise noted.

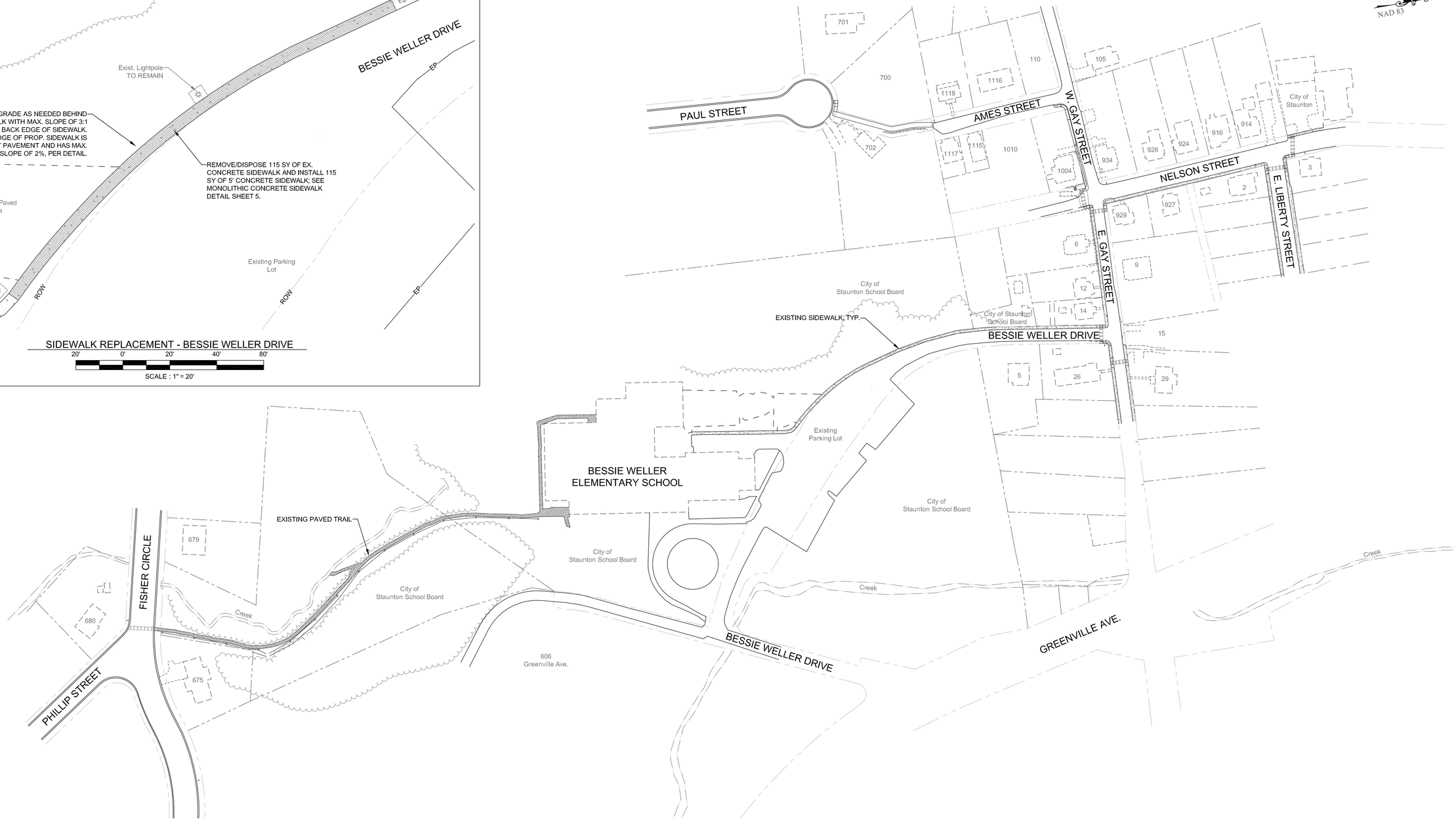
Data shown outside the limits of the actual field survey (beyond roadway edge of pavement) was obtained from Staunton GIS Database.

COMMONWEALTH OF VIRGINIA
LYLE M. HARTT
Lic. No. 051565
06-17-2021
PROFESSIONAL ENGINEER

SHEET INDEX

SHEET 1A	VDOT COVER SHEET
SHEET 1B	TITLE SHEET
SHEET 2	AREA MAP and BESSIE WELLER DRIVE SIDEWALK REPLACEMENT
SHEET 3	INTERSECTION PLANS
SHEET 4	PEDESTRIAN LIGHTING PLAN and INTERSECTION PLAN
SHEET 5	CONSTRUCTION DETAILS
SHEET 6	CONSTRUCTION DETAILS



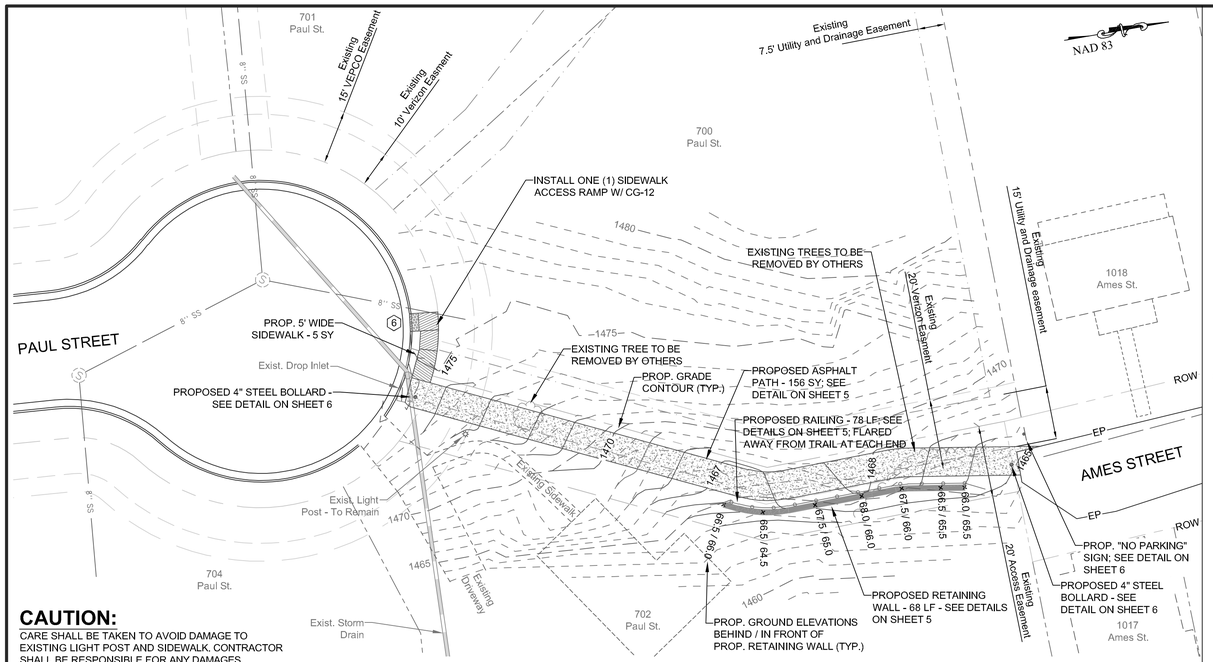


COMMONWEALTH OF VIRGINIA
LYLE M. HARTT
Lic. No. 051565
06-17-2021
PROFESSIONAL ENGINEER

CITY OF STAUNTON

Engineering Office
116 W. Beverley St., P.O. Box 58, Staunton, VA 24402, PH. 540-332-3858

BESSIE WELLER ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL
AREA MAP and BESSIE WELLER DR. SIDEWALK REPLACEMENT
June 17, 2021 SH. 2 OF 6



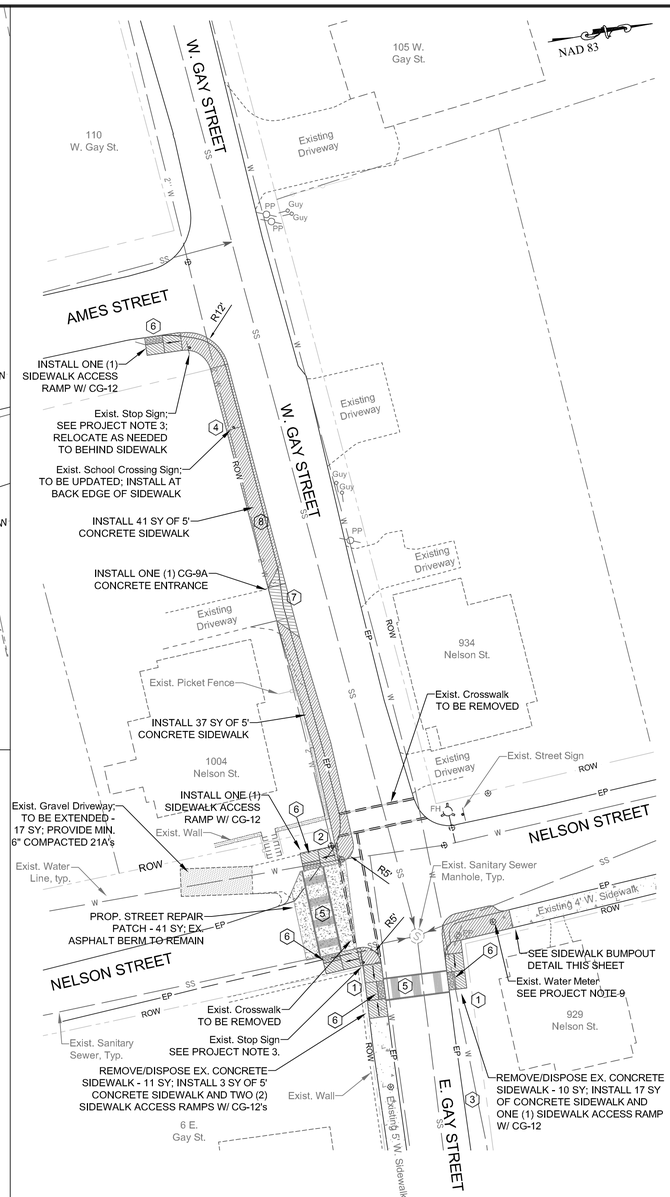
CAUTION:

CARE SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING LIGHT POST AND SIDEWALK. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM CONSTRUCTION ACTIVITY.

PAUL STREET CUL DE SAC and AMES STREET - TRAIL

20' 0' 20' 40' 60'

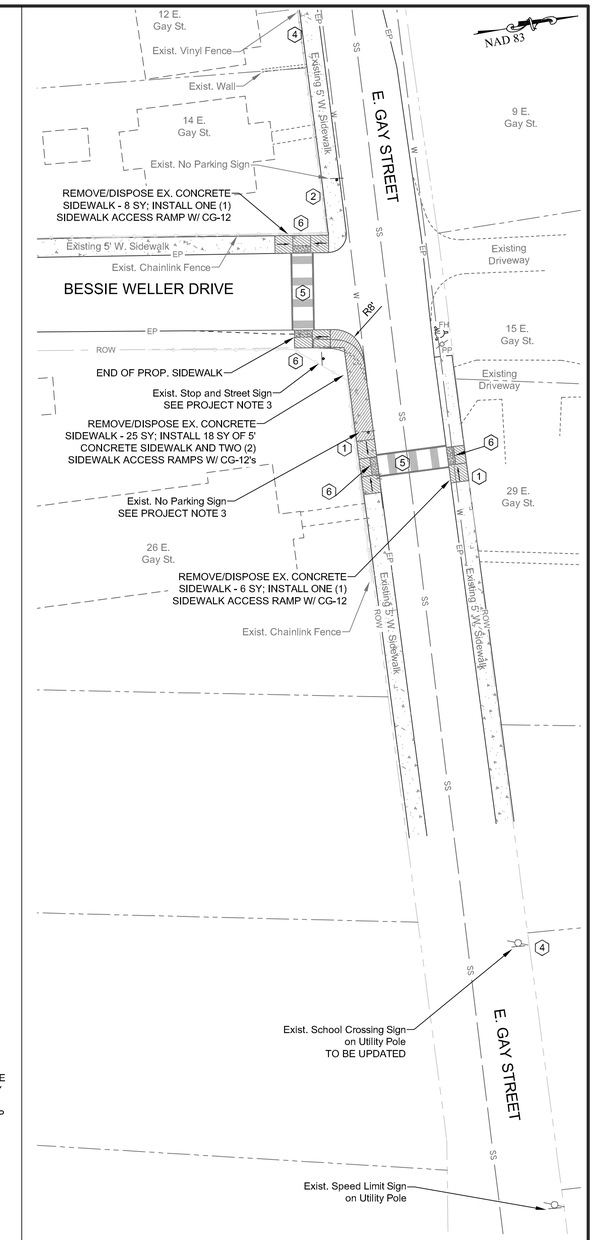
SCALE : 1" = 20'



INTERSECTION PLANS
AMES STREET and GAY STREET
NELSON STREET and GAY STREET

20' 0' 20' 40' 60'

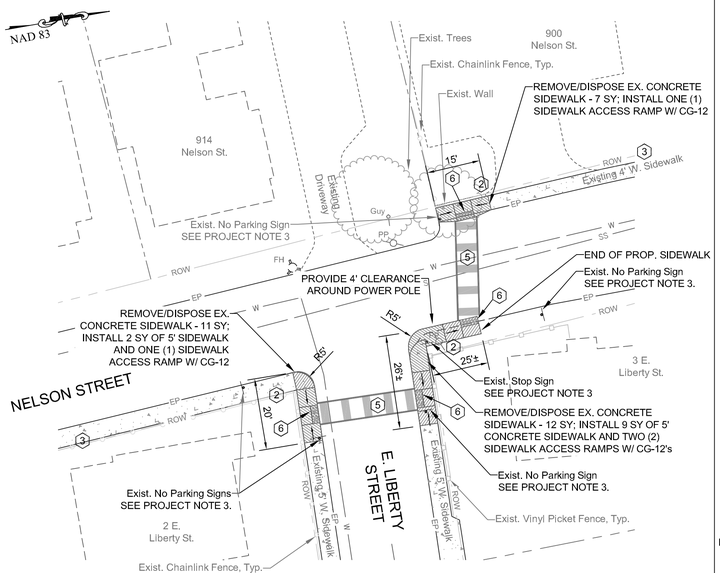
SCALE : 1" = 20'



INTERSECTION PLAN
BESSIE WELLER DRIVE and GAY STREET

20' 0' 20' 40' 60'

SCALE : 1" = 20'



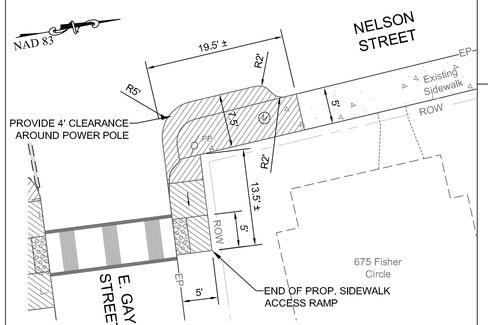
INTERSECTION PLAN
NELSON STREET and LIBERTY STREET

20' 0' 20' 40' 60'

SCALE : 1" = 20'

PROJECT NOTES:

1. ALL PROPOSED IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS.
2. REMOVE AND REPLACE CURB AND GUTTER, SIDEWALKS, ASPHALT CURBS, ETC. AS NECESSARY FOR PROPOSED CG-12 ACCESS RAMPS, SIDEWALK AND CROSSWALK INSTALLATION.
3. ANY EXISTING SIGNAGE REMOVED FOR THE INSTALLATION OF PROPOSED CG-12 ACCESS RAMPS AND SIDEWALKS SHALL BE RE-INSTALLED PER MUTCD STANDARDS.
4. EXISTING FENCES AND WALLS ARE NOT TO BE REMOVED OR DAMAGED.
5. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF STAUNTON'S CURRENT DESIGN AND CONSTRUCTION STANDARDS.
6. STREET RESTORATION SHALL BE IN ACCORDANCE WITH STANDARD DETAIL M-5.
7. TOPSOIL, MULCH, AND SEED ALL DISTURBED AREAS NOT OTHERWISE COVERED. INSTALL INLET PROTECTION AND SILT FENCE AS NEEDED DOWNSTREAM OF ALL LAND DISTURBING ACTIVITY.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A TRAFFIC DETOUR PLAN TO THE CITY FOR APPROVAL. ONE LANE SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES BY THE USE OF FLAGMEN (MINIMUM OF 2) AND APPROPRIATE SIGNAGE.
9. CONTRACTOR SHALL CONTACT AND COORDINATE WITH PUBLIC WORKS 48 HOURS PRIOR TO MODIFYING ANY WATER METERS, VALVES, ETC.
10. ALL SIGNAGE TO BE SIZED BASED ON POSTED SPEED LIMIT OF 25 MPG.



SIDEWALK BUMPOUT DETAIL

10' 0' 10' 20' 30'

SCALE : 1" = 10'

LEGEND

1. RRFB SOLAR POWERED CROSSWALK SIGN, SCHOOL CROSSING ASSEMBLY (S1-1/W16-7P) *
2. SCHOOL CROSSING ASSEMBLY (S1-1 WITH W16-7P) *
3. SCHOOL ADVANCE CROSSING ASSEMBLY (S1-1 AND W16-9P) *
4. SCHOOL ADVANCE ASSEMBLY (S1-1 AND S4-3P) *
5. PAINTED CROSSWALKS - SEE DETAIL SHEET 6.
6. CG-12 ACCESS RAMP, SEE DETAIL SHEET 5.
7. CG-9 ENTRANCE, SEE DETAIL SHEET 5.
8. 5' WIDE MONOLITHIC CONCRETE SIDEWALK, SEE DETAIL SHEET 5.

* SEE VA SUPPLEMENT TO MUTCD, PART 7, AND DETAILS ON PLAN SHEET 6.

COMMONWEALTH OF VIRGINIA
LYLE M. HARTT
Lic. No. 051565
06-17-2021
PROFESSIONAL ENGINEER

CITY OF STAUNTON

Engineering Office
116 W. Beverley St., P.O. Box 58, Staunton, VA 24402, PH. 540-332-3858

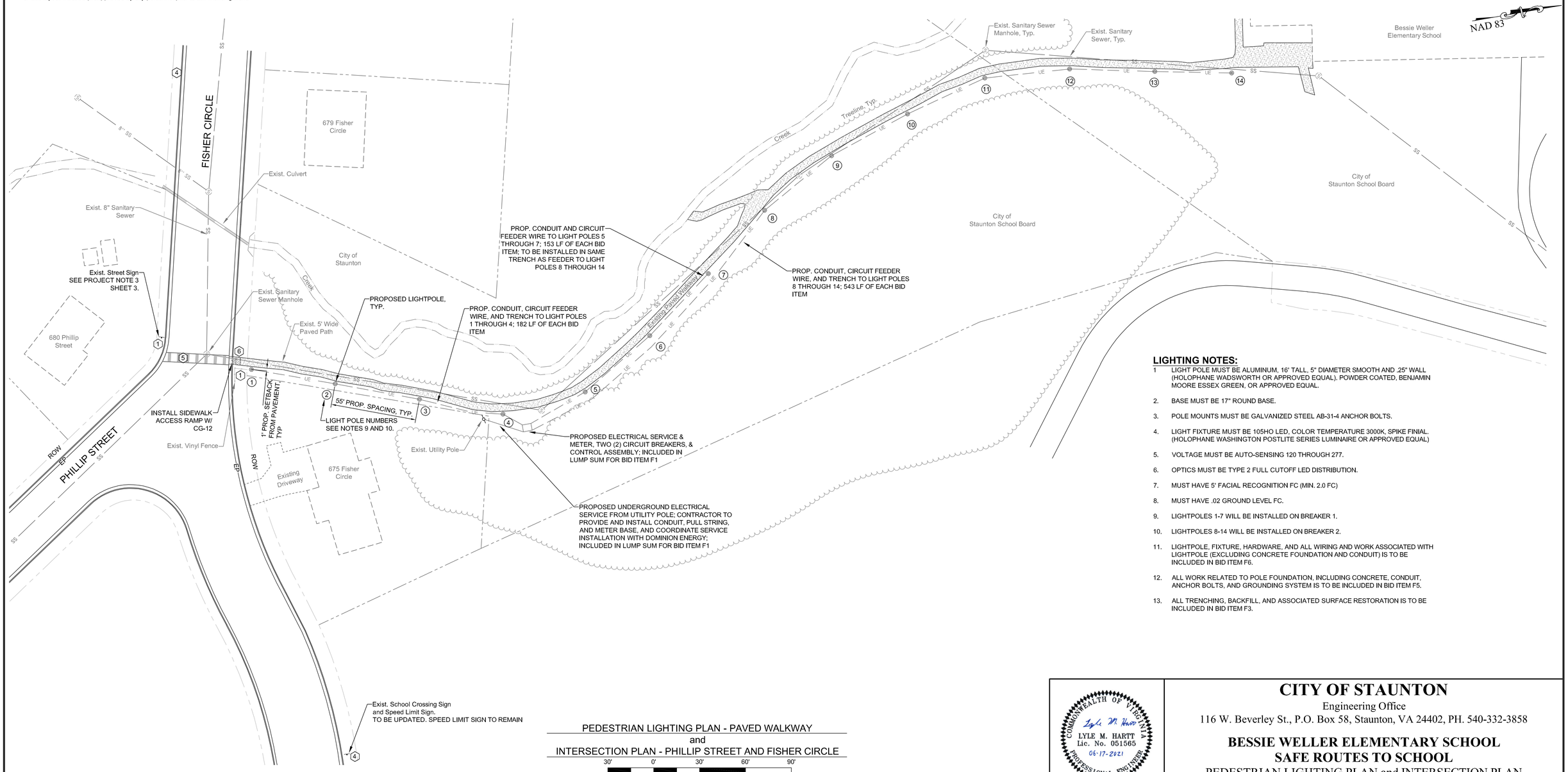
BESSIE WELLER ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL

INTERSECTION PLANS

June 17, 2021

TRAIL LIGHTING ELECTRICAL SPECIFICATION

1. General Conditions:
   a. All electrical work, materials and its installation shall comply with the current National Electrical Code (NEC), Uniform Statewide Building Code, and all other applicable local, state and national codes.
   b. All materials shall be new and shall conform to the standards established for their particular application.
   c. The contractor shall be responsible for obtaining all required City permits at their own expense. The successful contractor must have a valid City of Staunton Business License, which can be obtained at the Commissioner of Revenue office, 116 W. Beverley Street, Staunton, VA, and a valid State Corporation Commission (SCC) identification number.
2. Warranty:
   a. Contractor shall provide all warranties including equipment, material defects, appearance, workmanship and performance. Warranties must be of industry standards but not less than one (1) year and will not commence until the City has given the successful bidder written acceptance of the product and its installation.
3. Drawings:
   a. The drawings indicate the general arrangement and location of the pole lights to be installed. Coordinate installation of all electrical conduits with other trades to ensure proper positioning through the newly formed concrete footers before concrete is poured.
   b. Contractor shall install all electrical circuits, conduit and equipment as indicated on the drawings and as to the specifications contained herein; unless existing site and building conditions require a change or relocation necessary to perform the work. Any changes to the scope of work, electrical specification or site layout must be preapproved by city personnel prior to commencing work.
4. Site Visit:
   a. All interested contractors are required to visit the job site prior to submitting bids on this project. At the time proposals are received, each contractor will be presumed to have inspected the site and to have satisfied himself/herself as to the nature and locations of the work, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general conditions and all other matters which in any way affect the work under this contract.
   b. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.
5. Raceways/Conduits:
   a. All raceway, conduits and junction boxes shall comply with the provisions of the Electrical Code and shall be sized and installed accordingly.
   b. Continuous raceways are required for all electrical circuits between the lighting controls and pole lights. The minimum size of the conduit shall not be less than the size indicated herein or required by the NEC.
   c. Conduits stubbed out through concrete footers and extending underground to the lighting control shall be Schedule 40 PVC. These conduits shall have a minimum size of 1 inch. **Long sweep 90°s shall be used for easier wire installation. All conduits shall be buried a minimum of 24 inches.**
   d. Nylon insulating bushings on conduit ends shall be installed before any wiring is installed.
6. Wires and Cables:
   a. All wiring and cables shall bear the UL label and be sized for the intended application of each electrical circuit and shall comply with the requirements of the NEC.
   b. Conductors shall be continuous and free from short circuits, grounds or damaged insulation. Any conductors damaged during installation shall be removed and replaced with new materials without defects.
   c. Lighting circuit feeders shall be copper, 6 AWG, THWN between lighting controls to the hand hole of each pole with an insulation voltage rating of 600 vac.
   d. Fixture conductors shall be copper, 12 AWG, THWN from each pole hand hole to the lighting fixture with an insulation voltage rating of 600 vac. **These circuits shall be fused individually at every pole with a minimum 10 amp GLR fuse assembly.**
   e. Color code all feeder wiring by the use of plastic tape applied within 6 inches of each conductor end.
   f. Terminate all feeder conductors directly to lugs on lighting control contactors.
7. Junction/Pull Boxes and Wiring Troughs:
   a. All boxes and troughs shall be NEMA-3R hot-dipped galvanized steel or heavy wall PVC and shall comply with the requirements of the NEC.
   b. Dimensions of the junction/pull boxes and wiring troughs shall not be less than those required by the NEC for the number, size and position of the conductors entering the box.
   c. All junction/pull boxes and wiring troughs shall be securely fastened using the proper fasteners for metal, wood, concrete or other substrate surfaces, etc.
8. Grounding Systems:
   a. Equipment grounding system shall be established with equipment ground conductors. The use of metallic raceways for equipment grounding is not acceptable.
   b. Install grounding electrodes and conductors at each of new light pole as per the NEC.
   c. The grounding rod shall not be less than 8 feet in length and must be free of nonconductive coatings, such as paint or enamel. The ground rods shall be 5/8" diameter or larger copper clad steel or copper.
   d. The ground rod must be installed so that at least 8 feet of its length is in contact with the soil. Ground rods shall be located as close as possible to the equipment to be protected. Where more than one ground rod is used, each rod shall not be less than 6 feet from any other rod. Ground rods shall be driven in as near as possible to vertical.
   e. Grounding electrode conductors shall be bare or green insulated copper sized in accordance with the requirements listed in the NEC.
   f. Conductors used as the bonding jumper or grounding rod conductor shall be installed in one continuous length without a splice or joint. The wire is to be kept as short as possible and have smooth, gradual bends. The wire shall be connected to the rod with cast bronze or brass clamps listed for direct soil burial.
9. Electrical Service Installation:
   a. Install 100 amp, single phase 120/240 vac electrical service inside a NEMA-3R rated enclosure as per the requirements of the NEC and local Dominion Energy Blue Book.
   b. Electrical service entry shall be underground from service pole identified on drawings.
   c. Electrical equipment such as meter base, circuit breaker panel and lighting control, etc., shall be supported on a minimum of two - (2) 4" x 8' heavy wall galvanized tubing concreted 24" into the ground and mounted using unistrut.
   d. Service shall be grounded using two - (2) ½" x 8' galvanized grounding rods and installed per the requirements of the NEC and the requirements of item 8 of this specification.
10. Lighting Controls:
   a. Lighting controls shall consist of a seven - (7) day digital, programmable timer.
   b. Two - (2) 20 amp double pole contractors with the light poles split into two - (2) circuits.
   c. Programmable timer, contactors and any other lighting controls shall be mounted inside a NEMA-3R rated enclosure hinged on one side and lockable. The enclosure shall be sized and installed as to the requirements on the NEC.



PEDESTRIAN LIGHTING PLAN - PAVED WALKWAY
and
INTERSECTION PLAN - PHILLIP STREET AND FISHER CIRCLE

30' 0' 30' 60' 90'

SCALE : 1" = 30'

LIGHTING NOTES:

1. LIGHT POLE MUST BE ALUMINUM, 16' TALL, 5" DIAMETER SMOOTH AND .25" WALL (HOLOPHANE WADSWORTH OR APPROVED EQUAL). POWDER COATED, BENJAMIN MOORE ESSEX GREEN, OR APPROVED EQUAL.
2. BASE MUST BE 17" ROUND BASE.
3. POLE MOUNTS MUST BE GALVANIZED STEEL AB-31-4 ANCHOR BOLTS.
4. LIGHT FIXTURE MUST BE 105HO LED, COLOR TEMPERATURE 3000K, SPIKE FINIAL. (HOLOPHANE WASHINGTON POSTLITE SERIES LUMINAIRE OR APPROVED EQUAL)
5. VOLTAGE MUST BE AUTO-SENSING 120 THROUGH 277.
6. OPTICS MUST BE TYPE 2 FULL CUTOFF LED DISTRIBUTION.
7. MUST HAVE 5' FACIAL RECOGNITION FC (MIN. 2.0 FC)
8. MUST HAVE .02 GROUND LEVEL FC.
9. LIGHTPOLES 1-7 WILL BE INSTALLED ON BREAKER 1.
10. LIGHTPOLES 8-14 WILL BE INSTALLED ON BREAKER 2.
11. LIGHTPOLE, FIXTURE, HARDWARE, AND ALL WIRING AND WORK ASSOCIATED WITH LIGHTPOLE (EXCLUDING CONCRETE FOUNDATION AND CONDUIT) IS TO BE INCLUDED IN BID ITEM F6.
12. ALL WORK RELATED TO POLE FOUNDATION, INCLUDING CONCRETE, CONDUIT, ANCHOR BOLTS, AND GROUNDING SYSTEM IS TO BE INCLUDED IN BID ITEM F5.
13. ALL TRENCHING, BACKFILL, AND ASSOCIATED SURFACE RESTORATION IS TO BE INCLUDED IN BID ITEM F3.

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BESSIE WELLER ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL

PEDESTRIAN LIGHTING PLAN and INTERSECTION PLAN

June 17, 2021 SH. 4 OF 6

2016 ROAD & BRIDGE STANDARDS

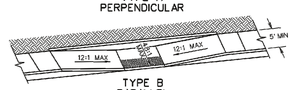
CG-12

GENERAL NOTES:

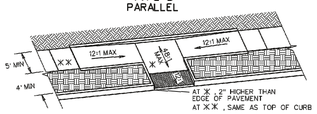
1. THE DETECTABLE WARNING SHALL BE PROVIDED BY TRUNCATED DOMES.
2. DETECTABLE WARNING SHALL BE FROM THE MATERIALS APPROVED LIST FOR DETECTABLE WARNING SURFACES. PRODUCTS NOT LISTED SHALL MEET THE REQUIREMENTS OF THE SPECIAL PROVISION FOR CG-12 DETECTABLE WARNING SURFACE AND SHALL BE SUBMITTED TO THE STANDARDS AND SPECIAL DESIGN SECTION FOR APPROVAL.
3. SLOPING SIDES OF CURB RAMP MAY BE POURED MONOLITHICALLY WITH RAMP FLOOR OR BY USING PERMISSIBLE CONSTRUCTION JOINT WITH REQUIRED BARS.
4. IF RAMP FLOOR IS PRECAST, HOLES MUST BE PROVIDED FOR DOWEL BARS SO THAT ADJOINING FLARED SIDES CAN BE CAST IN PLACE AFTER PLACEMENT OF PRECAST RAMP FLOOR. PRECAST CONCRETE SHALL BE CLASS A-4.
5. REQUIRED BARS ARE TO BE NO. 5 X 8' PLACED 1' CENTER TO CENTER ALONG BOTH SIDES OF THE RAMP FLOOR, MID-DEPTH OF RAMP FLOOR. MINIMUM CONCRETE COVER 1½".
6. CURB / CURB AND GUTTER SLOPE TRANSITIONS ADJACENT TO CURB RAMPS ARE INCLUDED IN PAYMENT FOR CURB / CURB AND GUTTER.
7. CURB RAMPS ARE TO BE LOCATED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THEY ARE TO BE PROVIDED AT INTERSECTIONS WHENEVER AN ACCESSIBLE ROUTE WITHIN THE RIGHT OF WAY OF A HIGHWAY FACILITY CROSSES A CURB REGARDLESS OF WHETHER SIDEWALK IS EXISTING, PROPOSED, OR NONEXISTENT, THEY MUST BE LOCATED WITHIN PEDESTRIAN CROSSWALKS AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER, AND SHOULD NOT BE LOCATED BEHIND VEHICLE STOP LINES, EXISTING LIGHT POLES, FIRE HYDRANTS, DROP INLETS, ETC. ACCESSIBLE ROUTES PROVIDE A CONTINUOUS UNOBSTRUCTED, STABLE, FIRM AND SLIP RESISTANT PATH CONNECTING ALL ACCESSIBLE ELEMENTS OF A FACILITY THAT CAN BE APPROACHED, ENTERED AND USED BY PEDESTRIANS.
8. RAMPS MAY BE PLACED ON RADIAL OR TANGENTIAL SECTIONS PROVIDED THAT THE CURB OPENING IS PLACED WITHIN THE LIMITS OF THE CROSSWALK AND THAT THE SLOPE AT THE CONNECTION OF THE CURB OPENING IS PERPENDICULAR TO THE CURB.
9. TYPICAL CONCRETE SIDEWALK IS 4" THICK. WHEN THE ENTRANCE RADII CANNOT ACCOMMODATE THE TURNING REQUIREMENTS OF ANTICIPATED HEAVY TRUCK TRAFFIC, REFER TO STANDARD CG-13, COMMERCIAL ENTRANCE (HEAVY TRUCK TRAFFIC) FOR CONCRETE DEPTH.
10. WHEN CURB RAMPS ARE USED IN CONJUNCTION WITH A SHARED USE PATH, THE MINIMUM WIDTH SHALL BE THE WIDTH OF THE SHARED USE PATH.
11. WHEN ONLY ONE CURB RAMP IS PROVIDED FOR TWO CROSSINGS (DIAGONAL), A 4' x 4' LANDING AREA SHALL BE PROVIDED TO MANEUVER A WHEELCHAIR INTO THE CROSSWALK WITHOUT GOING INTO THE TRAVELWAY. THIS 4' x 4' LANDING AREA MAY INCLUDE THE GUTTER PAN.
12. ALL CASES WHERE CURB RAMPS INTERSECT A RADIAL SECTION OF CURB AT ENTRANCES OR STREET CONNECTIONS THE DETECTABLE WARNING SURFACE SHALL HAVE A FACTORY RADIUS OR BE FIELD MODIFIED AS RECOMMENDED BY THE MANUFACTURER TO MATCH THE BACK OF CURB.

NOTE: COMPONENTS OF CURB RAMPS CONSIST OF THE FOLLOWING: HYDRAULIC CEMENT SIDEWALK (DEPTH IN INCHES, AREA IN SQUARE YARDS) CURB WHEN REQUIRED (CC-2 OR CC-3 IN LINEAR FEET) DETECTABLE WARNING SURFACE (AREA IN SQUARE YARDS) EACH OF THE ABOVE ITEMS IS A SEPARATE PAY ITEM AND SHOULD BE SUMMARIZED FOR EACH CURB CUT RAMP.

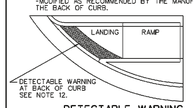
TYPE A
PERPENDICULAR



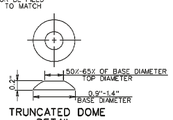
TYPE B
PARALLEL



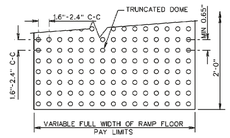
TYPE C
PARALLEL & PERPENDICULAR



DETECTABLE WARNING
INSTALLED ON A RADIUS



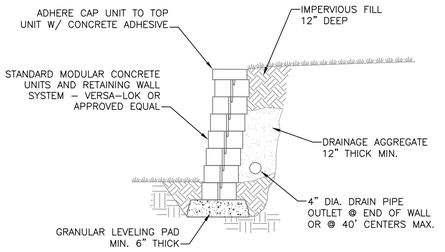
TRUNCATED DOME
DETAIL



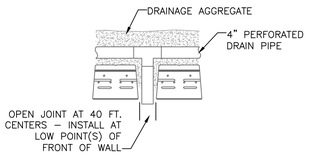
DETECTABLE WARNING
DETAIL

VDOT ROAD AND BRIDGE STANDARDS		CG-12 DETECTABLE WARNING SURFACE (GENERAL NOTES) VIRGINIA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE
SHEET 1 OF 5	REVISION DATE 07/15		105 502
203.05			

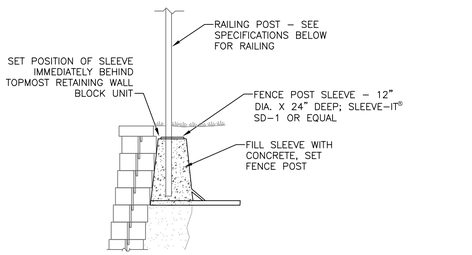
2016 ROAD & BRIDGE STANDARDS



TYPICAL SECTION-UNREINFORCED RETAINING WALL
NOT TO SCALE



DRAIN DETAIL - PLAN VIEW
NOT TO SCALE



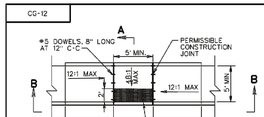
FENCE POST DETAIL W/ SLEEVE-FORMED FOUNDATION
NOTE SCALE

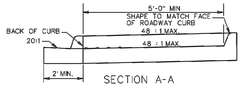
RETAINING WALL AND RAILING

1. ALL RETAINING WALL AND RAILING CONSTRUCTION SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
2. SEE PROPOSED ELEVATIONS ON PLAN VIEW, SHEET 2. ELEVATIONS ARE PROPOSED GRADE BEHIND / IN FRONT OF WALL (14XX.X / 14XX.X).
3. RAILING SYSTEM SHALL BE ALUMINUM FENCE, 42" HIGH, 2-RAIL, 2-$\frac{1}{2}$" x 0.075" SQUARE POSTS, $\frac{3}{4}$" x $\frac{3}{4}$" x 0.050" SQUARE PICKETS, 1-1/8" x 1-$\frac{3}{4}$" HORIZONTAL RAIL; 6' POST SPACING, 4" PICKET SPACING; POLYESTER POWDER COATED W/ LIMITED LIFETIME WARRANTY REQUIRED, BENJAMIN MOORE ESSEX GREEN, HARTFORD GREEN, OR EQUAL; ELITE EFF-20 FENCE PANEL OR EQUAL.
4. INSTALL RAILING AT LOCATION SHOWN ON PLANS; REQUIRED FOR WALL DROPOFF OF 12" OR GREATER.
5. SEE SPECIAL CONDITIONS SECTION OF PROJECT MANUAL FOR METHODS OF PAYMENT.

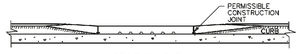
2016 ROAD & BRIDGE STANDARDS

CG-12





SECTION A-A

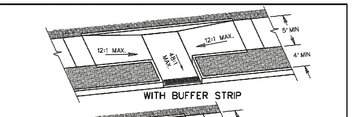


SECTION B-B

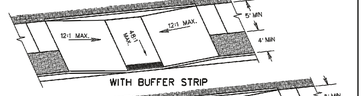
NOTES: FOR GENERAL NOTES ON THE DETECTABLE WARNING SURFACE, SEE SHEET 1 OF 5.

THE REQUIRED LENGTH OF A PARALLEL RAMP IS LIMITED TO 15 FEET, REGARDLESS OF THE SLOPE.

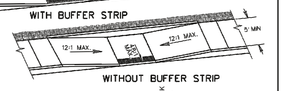
TYPE B PARALLEL APPLICATION		
ROADWAY GRADE IN PERCENT	MINIMUM RAMP LENGTH IN FEET	
	4" CURB	6" CURB
0	4	6
1	5	7
2	5	8
3	6	9
4	8	12
5	10	15
6	14	15



WITH BUFFER STRIP



WITH BUFFER STRIP



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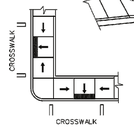
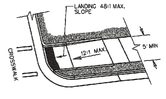


TYPICAL PLACEMENT AT INTERSECTION WITHIN CROSSWALK

DIAGONAL PLACEMENT



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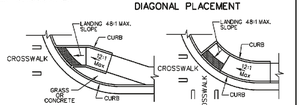
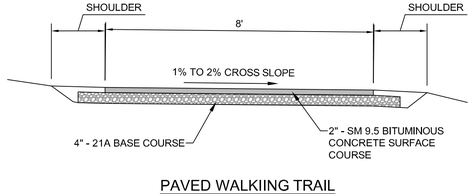


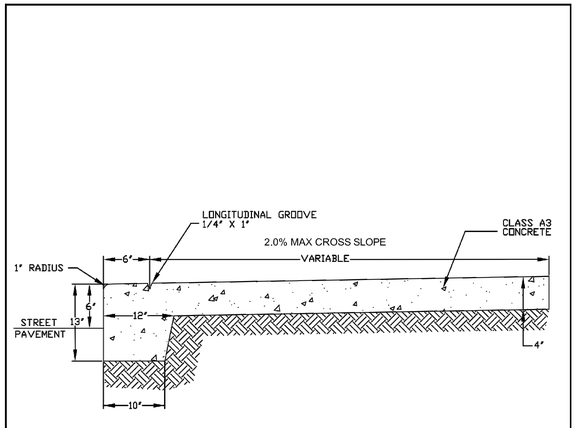
WITHOUT BUFFER STRIP

VDOT ROAD AND BRIDGE STANDARDS		CG-12 DETECTABLE WARNING SURFACE TYPE B (PARALLEL) APPLICATION VIRGINIA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE
SHEET 3 OF 5	REVISION DATE 07/16		105 502
203.07			

2016 ROAD & BRIDGE STANDARDS



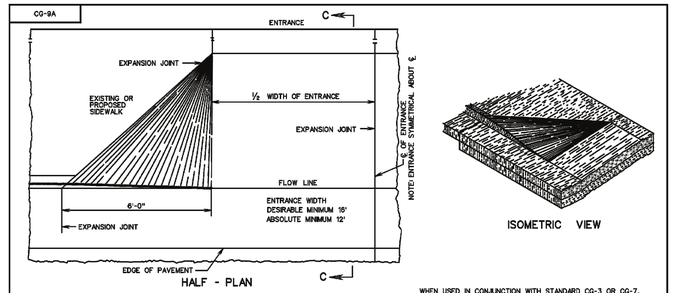
PAVED WALKIING TRAIL
NOT TO SCALE



CITY OF STAUNTON, VA	MONOLITHIC CONCRETE WALK	Draw No. M-1

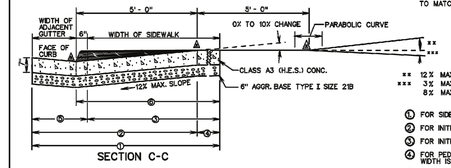
2016 ROAD & BRIDGE STANDARDS

CG-9A



HALF - PLAN

ISOMETRIC VIEW



WHEN USED IN CONJUNCTION WITH STANDARD CG-3 OR CG-7, THE CURB FACE ON THIS STANDARD IS TO BE ADJUSTED TO MATCH THE MOUNTABLE CURB CONFIGURATION.

* 12% MAXIMUM INCREASE IN SLOPE AT MINIMUM 10' INTERVALS
** 3% MAXIMUM DECREASE IN SLOPE FOR FIRST 10' INTERVAL AND
*** 8% MAXIMUM DECREASE FOR SUCCEEDING MINIMUM 10' INTERVALS

1. FOR SIDEWALK, CURB AND GUTTER - BUILT CONCURRENTLY.
2. FOR INITIAL CURB AND GUTTER ONLY.
3. FOR INITIAL SIDEWALK ONLY - 7" SIDEWALK TO BE DIPPED.
4. FOR PEDESTRIAN ACCESS ROUTE - MINIMUM 4'-0" TRAVERSABLE WIDTH IS REQUIRED WITH A MAXIMUM 2% CROSS SLOPE.
5. FOR CURB AND GUTTER ONLY - AFTER INITIAL SIDEWALK.
6. FOR CURB AND SIDEWALK ONLY - WITHOUT GUTTER.

⚠ INDICATES POINT OF GRADE CHANGE.

VDOT ROAD AND BRIDGE STANDARDS		STANDARD ENTRANCE GUTTER WITH FLARED OPENING (FOR USE ACROSS SIDEWALK) VIRGINIA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE
SHEET 1 OF 1	REVISION DATE		502
203.01			

2016 ROAD & BRIDGE STANDARDS

COMMONWEALTH OF VIRGINIA
LYLE M. HARTT
Lic. No. 051565
06-17-2021
PROFESSIONAL ENGINEER

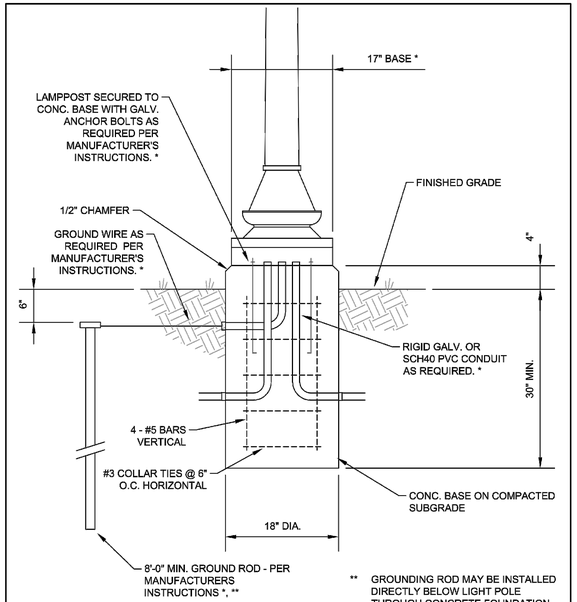
CITY OF STAUNTON

Engineering Office
116 W. Beverley St., P.O. Box 58, Staunton, VA 24402, PH. 540-332-3858

BESSIE WELLER ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL

CONSTRUCTION DETAILS

June 17, 2021

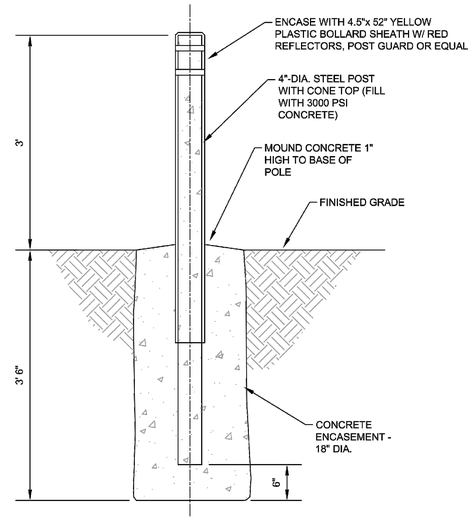


* SEE CONSTRUCTION PLANS FOR LIGHTING SPECIFICATIONS

** GROUNDING ROD MAY BE INSTALLED DIRECTLY BELOW LIGHT POLE THROUGH CONCRETE FOUNDATION, EXTENDING UP INTO ACCESS PANEL AT POLE BASE. ENSURE MINIMUM GROUND CONTACT LENGTH IS ACHIEVED, INCREASING ROD LENGTH AS NEEDED.

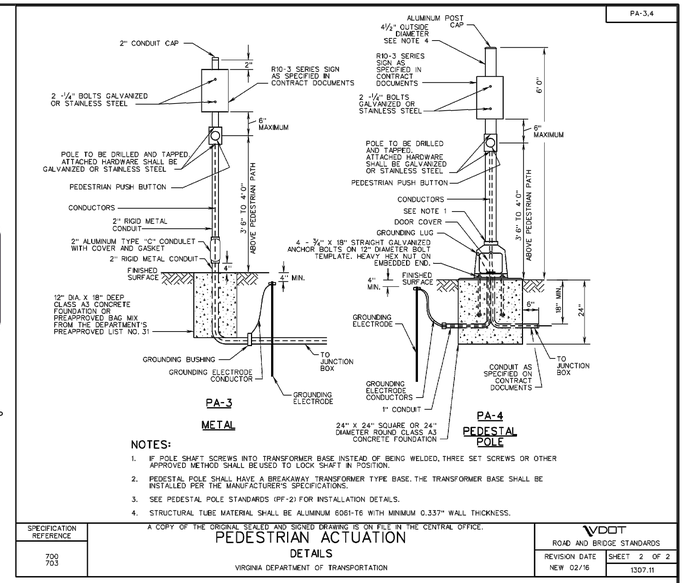
NOT TO SCALE

CITY OF STAUNTON, VA	**TYPICAL LIGHT POLE BASE**	Draw No. **L-1**



NOT TO SCALE

CITY OF STAUNTON, VA	**TYPICAL BOLLARD DETAIL**	Draw No. **M-11**



NOTES:

1. IF POLE SHAFT SCREWS INTO TRANSFORMER BASE INSTEAD OF BEING WELDED, THREE SET SCREWS OR OTHER APPROVED METHOD SHALL BE USED TO LOCK SHAFT IN POSITION.
2. PEDESTAL POLE SHALL HAVE A BREAKAWAY TRANSFORMER TYPE BASE. THE TRANSFORMER BASE SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.
3. SEE PEDESTAL POLE STANDARDS (PF-2) FOR INSTALLATION DETAILS.
4. STRUCTURAL TUBE MATERIAL SHALL BE ALUMINUM 6061-T6 WITH MINIMUM 0.337" WALL THICKNESS.

SPECIFICATION REFERENCE	A COPY OF THE ORIGINAL SEALED AND SIGNED DRAWING IS ON FILE IN THE CENTRAL OFFICE. PEDESTRIAN ACTUATION DETAILS VIRGINIA DEPARTMENT OF TRANSPORTATION	VDOT ROAD AND BRIDGE STANDARDS
700 703		REVISION DATE NEW 02/16 / SHEET 2 OF 2 / 1307.11

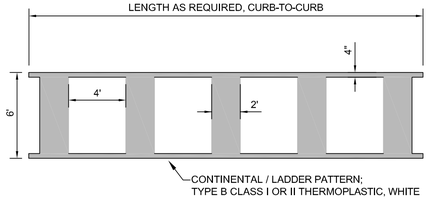
1 RRFB SOLAR POWERED CROSSING ASSEMBLY

NOT TO SCALE

1. RRFB SHALL BE TS-60 RRFB AS MANUFACTURED BY TRAFFIC SAFETY CORPORATION, OR APPROVED EQUAL.
2. ALL LOCATIONS INDICATED TO INCLUDE S1-1 / W16-7P / R10-3 SIGN CONFIGURATION.
3. INSTALLATION SHALL BE PER VDOT PEDESTRIAN ACTUATION DETAIL PA-3 WHERE REQUIRED TO MAINTAIN MINIMUM ACCESSIBLE ROUTE, SUBSTITUTING SOLAR POWERED ASSEMBLY FOR POWER SUPPLY SHOWN IN PA-3 DETAIL.
4. POWDER COATED ALUMINUM HOUSING WITH BENJAMIN MOORE ESSEX GREEN, OR APPROVED EQUAL
5. SEE SPECIFICATIONS BELOW FOR ADDITIONAL REQUIREMENTS.

Standard Specifications For RRFB System†	
Rectangular Rapid-Flash Beacon	
MUTCD Approval, Optional Use of RRFB	Interim FHWA Approval Memorandum (1A-11)
Housing	Powder coated aluminum, Benjamin Moore Essex Green or approved equal
LED Modules (2 per direction)	6 amber LED array, - 5" x 2", SAE J595 certified
Flash Pattern	MUTCD recommended 'wig-wag' flash pattern
Mounting Hardware (enclosed)	Stainless steel u-bolts for 4" to 4 1/2" O.D. pole
Solar System	
Housing	NEMA 4 rated fiberglass cabinet with lockable clasps
Solar Panel (25.75" x 25.25" x 1.4375")	55 watt solar panel set at 40° or 60°. Conforms to IP-67. Includes aluminum mounting bracket for 4" to 4½" O.D. pole.
Batteries one per assembly)	12V, 40AH Sealed Gel battery requires no periodic watering. Sealed construction eliminates corrosive acid fumes and spills.
Battery Lifespan	Up to 3 years
Autonomy	Up to 30 days without sun
Control Circuit	IP-67 NEMA rated enclosure, dustproof and waterproof in water up to 3' for 30 minutes
BlinkerBeam™ Wireless Communication System	
Frequency	900 MHz FHSS
Range	Up to 3 miles with optional external antennas. For system separation over 900', a site survey is recommended for optimal performance.
Radio	Operates on 900 MHz frequency hopping spread spectrum network. Operating range from 3.6vdc to 15vdc
Programmability	Up to 50 systems in one network
Push-button Activation*	ADA pushbutton, typical (<120 millisecond)
*Optional remote, stand-alone pushbutton including self-contained, replaceable battery with typical two-year life	
Programming	
RS232 Communications Port	
Programming via Windows basic software: Optional wireless cellular or internet programming	
S1-1 School Crossing Sign & W16-7P Plaque	
Sign Substrate (30" or 36" signs)	.080" Highway grade aluminum
Reflective Sheeting	3M™ DG3 FYG 4083 with anti-graffiti overlay
Hardware	Zinc-plated steel anti-vandal fasteners for signs and RRFB units
MUTCD Compliance	MUTCD Section 2A Compliant
BlinkSync™ Wireless, Synchronized Device Activation Systems	
Multiple units in one system will flash in synchronized patterns to avoid light noise of system operation. Ideal for multiple units flashing in the same direction, without the need for wiring.	

† Specifications are subject to change without notice. For additional specifications and details, please contact us!



5 PAINTED CROSSWALK

SCALE: 1' = 5'

R7-1 "NO PARKING" SIGN

NOT TO SCALE

2 S1-1 & W16-7P SCHOOL CROSSING ASSEMBLY SIGN

NOT TO SCALE

3 S1-1 & W16-9P SCHOOL ADVANCE CROSSING ASSEMBLY SIGN

NOT TO SCALE

4 S1-1 & S4-3P SCHOOL ADVANCE ASSEMBLY SIGN

NOT TO SCALE

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