

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

INVITATION FOR BID NO. IFB7007101

Prince William County post notices of amendment/addenda to a solicitation on the County's e-procurement website at: www.pwcgov.org/eservices/eprocurement . All Bidders must verify or confirm issuance of addenda prior to submitting an offer/proposal.

Notice to all Bidders: In the event of inclement weather and Prince William County implements its liberal leave policy the due date for receipt of bids is postponed until such time as extended by subsequent written addenda.



BID DUE DATE: AUGUST 24, 2017 (unless changed by formal written addenda)
NO LATER THAN 3:00 P.M. LOCAL TIME

DELIVER SEALED BID TO: PRINCE WILLIAM COUNTY PURCHASING SUITE 205
McCOART ADMINISTRATION
SHANA N. TERRY, SENIOR CONTRACT SPECIALIST
1 COUNTY COMPLEX COURT
PRINCE WILLIAM, VA 22192-9201

Direct written technical questions to Owner Representative: Thomas Fleming, P.E., Project Manager, ATCS, plc (703) 430-7500, email at tfleming@atcsplc.com , with a copy to Shana N. Terry at: sterry2@pwcgov.org

General and Informational Questions Contact: Shana N. Terry, Senior Contract Specialist at 703-792-7233, or email at: sterry2@pwcgov.org

Advertisement Date: August 3, 2017

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
INVITATION TO SUBMIT A BID No. IFB7007101
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

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**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
INVITATION TO SUBMIT A BID No. IFB7007101
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

Unless changed by formal written addenda, sealed bids for the **Quantico Plant Reestablishment** construction project will be received until 3:00 P.M., August 24, 2017, in the Prince William County McCoart Administration, Purchasing Office, Suite 205, 1 County Complex Court, Prince William, Virginia 22192-9201, (703) 792-6770 (located off of the Prince William Parkway, Woodbridge, Virginia).

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the USDOT DBE Program as required and noted in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; the VDOT's Road and Bridge Specifications as modified by Prince William County and the VDOT DBE Program rules and regulations.

This is a Locally-Administered, Federally Funded Project. In accordance with Contract Special Provision the successful bidder shall adhere to Buy America requirement. All Bidders shall be VDOT prequalified for determination as a Responsive Bidder.

Generally, the project consists of provide plant reestablishment (landscaping) plan development services for Potomac Avenue Improvements. This project begins at the intersection of Broadway Street and Potomac Avenue and extends eastward approximately 820 feet and to the intersection with River Road.

Work includes, but is not limited to, the installation of erosion control devices, clearing and grubbing, grading, excavation, landscaping, sign design & installation, recreational amenities and all measures required for the maintenance of traffic during construction. All work shall be performed in accordance with the approved project plans and bid documents. The completed project must meet any and all requirements for final acceptance by the Virginia Department of Transportation.

Bidders are advised this project is funded through VDOT Transportation Enhancement Program Grant (TEA 21 Grant) and is subject to all applicable federal/state and local regulations. Prior to submitting the bid, the prospective Bidder shall have pre-qualified with the Virginia Department of Transportation.

Interested Contractors may become a registered Plan Holder by contacting the County's Consultant Engineer, ATCA PLC, 2553 Dulles View Drive, Suite 300, Herndon, VA 20171. Attention Thomas Fleming, P.E. (703)430-7501 ext. 114, email at tfleming@atcspc.com to receive a CD-ROM of printable all-inclusive Bidding/Contract Documents, Specs and Plans (drawings and specs). Registered Plan Holders may make copies for purpose of directly bidding the project but, not permitted to re-sale, copy or re-distributes printed plans and specs or the CD ROM except for direct purpose of bidding the project. Bids will not be accepted from any firm who is not registered as a Plan Holder (Purchaser).

If Specifications, Plans, a word, phrase, clause, or any other portion of the Invitation For Bid including the Bid Pricing Proposal or other documents which makeup the Contract Documents, is alleged to be ambiguous/confusing or in conflict, the Bidder shall submit written notice of such to the Engineer no later than ten (10) calendar days prior to the date for receipt of Bids and shall request an interpretation. The County will not be responsible for any other explanations or interpretations of the Bidding Documents or Contract Documents unless made by formal Addenda. No employee or agent of the County shall have the authority to furnish any other explanation or interpretation, verbal or written.

All Bidders shall have a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 or Title 50 of the Code of Virginia at time of bid submission. Prior to submission of bids, all Bidders shall be VDOT prequalified.

In accordance with Prince William County Purchasing Regulations, the County reserves the right to reject any and all bids, waive informalities and irregularities in bidding, and to accept bids, which are, in consideration, in the best interest of the County.

Bidders interested in bidding shall have registered with Prince William County Purchasing e-Procurement, a 24 hour access for vendor registration, including a variety of solicitation, contract and general information at: www.pwcgov.org/eservices/eprocurement.

END OF SECTION

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
INVITATION TO SUBMIT A BID No. IFB7007101
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

PROPOSAL PRICING FORM

I. DECLARATION: _____

COMPANY NAME OF BIDDER: _____

I/We, the undersigned have examined the location of the proposed work, declare: no other person, firm or corporation has interest in this Proposal; carefully examined any/all documents pertaining to the Contract thoroughly and understand the contents thereof; that Plans, Standard Specifications, Supplemental Specifications, Special Provisions, Addenda, and all other documents form a part of this Proposal as if set forth fully herein.

I/We understand this is a federally funded project through Virginia Department of Transportation (VDOT) and governed by applicable Federal Acquisition Regulations, (FAR), Commonwealth of VA., Code of VA (State) and Prince William County Purchasing Regulations. I/We understand that contract award approval is required by the Virginia Commonwealth Transportation Board.

I/We, the undersigned, understand that the attached Summary of Prices are incorporated by reference and made a part hereto and any quantities of work as shown unless designated as plan quantity are estimated by the Engineer and are approximate only and may be greater or less, and offer to do the work, based on this estimate of quantities, at the UNIT prices stated on the Summary of Prices, unless such quantities change as a result of authorized changes by the Engineer or the County; in which case the compensation will increase or decrease at the Unit Price times the quantities of the item of work performed. The Summary or Schedule of Prices shall be good for a period of at least one hundred twenty (120) days after date set for receipt of bids unless this period is extended by the Bidder.

I/We, the undersigned, declare as full compensation for the satisfactory prosecution of the project, the Total Cost which is to be determined by multiplying the actual in place quantities (except for noted plan quantities) by the appropriate unit prices as set forth in the agreement. The Contract Total Cost Bid is set forth:

(In Words)

Dollars (\$_____) which is determined by multiplying the appropriate estimated quantities by the appropriate unit prices as set forth in the Summary/Schedule of Unit Prices contained herein.

II. ACKNOWLEDGEMENTS AND CERTIFICATIONS: The undersigned Bidder acknowledges and certifies:

FIRST: To begin Work within fifteen calendar days from date of Contract award by the Board of County Supervisors unless otherwise indicated otherwise in the written "Notice to

Proceed” prosecute the Work in such a manner as to achieve to Final Completion December 31, 2017 for any and all Work, including Punchlist Work, other contractual requirements set by the Contract.

SECOND: Bidder acknowledges receipt of Addenda Number _____ of _____ and also acknowledges Bid submitted reflects all such Amendment/Addenda and any/all changes/revisions to Contract Documents inclusive of specifications/plan sheets.

THIRD: The Bidder (check/circle one) **WILL / WILL NOT** adopt the Escrow Provision specified in Supplementary Specification. Failure to indicate will be construed Bidder will not adopt the Escrow Provision.

FOURTH: The Bidder agrees and understands Liquidated Damages are set in accordance with VDOT Road Bridge Specifications Section 108.6 (b) Liquidated Damages on this project for each day beyond December 31, 2017 in which the work including punchlist items, all submittals and all other contractual requirements whatsoever under this project remain incomplete.

FIFTH: The Bidder agrees in accordance with Davis Bacon to make payments accordingly per the wage and payment determination effective for the period shown in Exhibit I to this procurement.

SIXTH (Buy America and E-Verify): The Bidder acknowledges in accordance with VDOT Contract Special Provisions, E-Verify to verify the employment eligibility of employees and Buy America applies to this project including but not limited to predominately steel and iron and applies to guardrail, cable rail, steel or iron pipe, conduit, grates, mast arms polies, and reinforcing steel furthermore shall comply.

III. BID REPRESENTATION AND EXECUTION:

I/We, represent in preparation and submission of this Bid, I/we did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq) or 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, 1950 as amended, and is as such a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

I/We, hereby declare and certify that the responses to the above representations, certifications-actions, and other statements are accurate and complete and meet the requirements of Title 54.1, Chapter 11, of the Code of Virginia, pertaining to regulations and registrations of construction contractors.

I/We declare as a vendor transacting business with Prince William County shall have a valid certificate of authority from or register with the State Corporation Commission (SCC), as required by Title 13.1 or Title 50 of the Code of Virginia and shall maintain such authority or registration to transact business in the Commonwealth during the term of any resulting contract.

I/We, agree to abide by all conditions of the Contract for which I/We are bidding and certify that I/We are authorized to sign this bid on behalf of the Bidder and declare below under penalty of perjury of the laws of the United States.

Bidder is (Check one): Individual () Partnership () Corporation ()

Residence of Bidder: _____
(if individual) _____

Name of Partners: _____
(if partnership) _____

State of Incorporation: (if corporation) _____

Organized under the laws of the State of _____

Name and Street Address of Registered Agent or person authorized to accept service of process on behalf of the entity _____

Street Address of Principal place of business _____

Attach to this form the names and addresses of all persons having an ownership interest of 3% or more in the Company:

SIGNATURE:

By: _____
(Typed/Printed Name of Bidder) Authorized Representative

Title: _____

Date of Bid: _____

Phone Number: _____ Fax: _____

Electronic (E-Mail): _____

Virginia Contractor Registration No. _____ Expiration: _____

State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia Licensing Registration No. _____

Quantico Plant Reestablishment
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)

ITEM	VDOT ITEM CODE	SPEC	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	00100	513	MOBILIZATION	LS	1.0		
2	13244	502	EX. 4" DEPTH SIDEWALK FULL DEPTH SAW CUT	LF	48.0		
3	24410	508	EX. 4" DEPTH SIDEWALK FULL DEPTH REMOVAL AND DISPOSAL	SY	5.3		
4	27000	601	TREE REMOVAL AND DISPOSAL (6 TREES)	LS	1.0		
5	00110	301	CLEAR AND GRUB TREE STUMPS AND ROOTS (6 TREES)	LS	1.0		
6	24505	510	RELOCATE EXISTING STREET TREES TO RAFTELIS PARK (5 TREES)	LS	1.0		
7	29083	605	REDBUD / STREET TREES 2.5" CAL. (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	37.0		
8	32103	605	NELLIE STEVENS HOLLY / EVERGREEN TREES 5' (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	1.0		
9	35294	605	BLUE PRINCES HOLLY / SHRUBS 3' (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	4.0		
10	35294	605	BLUE STALLION HOLLY / SHRUBS 3' (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	1.0		
11	34103	605	ARROWWOOD / SHRUBS 3' (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	6.0		
12	35442	605	DWARF MOUNTAIN PINE / SHRUBS (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	9.0		
13	38900	605	PERENNIALS (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	19.0		
14	38900	605	ANNUALS (INCL EXCAV & PLANTING SOIL MIX BACKFILL)	EA	152.0		
15	28820	605	PLANT WATERING AND MAINTENANCE CONTRACT: ONE YEAR (26 VISITS, 1/2 DAY EA)	LS	1.0		
16	38902	ATTD	STREET TREE PLANTER GUARD (4 SIDES PER PLANTER)	EA	17.0		
17	38920	ATTD	BENCH, ANCHORED IN PLACE	EA	10.0		
18	38925	ATTD	TRASH RECEPTACLE, ANCHORED IN PLACE	EA	4.0		
19	38950	ATTD	RAISED PLANTER	EA	8.0		
20	50002	ATTD	TIMBER SIGN AND FOUNDATIONS, INSTALLED	EA	1.0		
21	24282	512	MAINTAINING TRAFFIC – NON-SCHEDULES (LUMP SUM)	LS	1.0		

PROJECT TOTAL AMOUNT \$ _____

ATTD: Attendant on site

Note: Cost of any Work which is shown in the Plans and Specification to construct the project but not specifically listed as a pay item in the Schedule of Unit Prices is deemed to have been included by the Bidder in the Schedule of Unit Prices. No additional payment shall be made other than the items in the Schedule of Unit Prices except when change orders, if any, have been issued.

	Company Name	
	Authorized Signature	Date
	Printed/Typed Name	Title

Type/Print Contractor's Name

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
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BID BOND

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

_____ as Principal
and

_____ as Surety, are hereby
held and firmly bound unto Prince William Board of County Supervisors (OWNER) in the penal
sum of (5% total amount of Bid) for the payment of which, well and truly to be made, we hereby
jointly and severely bind ourselves, successors and assigns. Signed, this
_____ day of _____ 20____. Bond No. _____

The condition of the above obligation is such that whereas the Principal has submitted to Prince
William Board of County Supervisors a certain BID, attached hereto and hereby made a part hereof
to enter into a contract in writing for:

NOW THEREFORE; (a.) If said BID shall be rejected, or; (b.) If said BID shall be accepted and
the Principal shall execute and deliver a contract in the Form of Contract (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 any 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: _____

IMPORTANT: Surety companies executing bonds must be licensed to do business in the Commonwealth of Virginia. The Surety Corporation providing the bond for this project shall obtain a written release from the Prince William County prior to releasing bond before the expiration date. Surety shall provide the

Owner with written consent of the Surety to the Final Payment by the Owner. The Surety shall have AM Best Rating of A or better.

(AFFIX SEAL)

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

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 Prince William County on behalf of the FWHA and Commonwealth Transportation Board.

Signed at _____, this ____ day of _____,
year County/City/State

Name of Firm

By: _____
Signature

Title: _____

STATE of _____ County/City of _____
To-wit:

I _____, a Notary Public in and for the State shown below
and County/City

aforesaid, hereby certify 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 _____, _____ year

_____ My Commission Expires _____ (SEAL)

**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 contract let by Prince William County on behalf of Commonwealth Transportation Board.

Sealed and Signed at _____, this ____ day of _____, year
County/City/State

By _____
Title: _____

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

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. (If none, so state).

NAME	Location of Principal Office
_____	_____
_____	_____
_____	_____

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

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

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

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

(Continued)

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
- (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

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

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

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

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

STATE of _____ COUNTY (CITY) of _____
To-wit:

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

Subscribed and sworn to before me this _____ day of _____, 20____
My Commission expires _____

Notary Public

PRINCE WILLIAM COUNTY
BIDDER CERTIFICATION OF PREQUALIFICATION
CLASSIFICATION AND WORK CAPACITY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)

I/We, _____ (Name of
Individual, Partnership or Corporation)

By signature below, hereby certify that as Bidder to have the necessary classification required as contractor organization or with subcontractors as provided in the Virginia Department of Transportation Rules and Regulations governing the Prequalification of Prospective Bidders.

We further certify that to the best of our knowledge each proposed subcontractor is prequalified in conformance with said Rules and Regulations mentioned above for the Contract items designated.

(Joint Venturer #2)

(Bidder/Joint Venturer #1)

By: _____
(Signature)

By: _____
(Signature)

(Title)

(Title)

Joint Venture Bids Only

I/We propose to perform Contract work amounting to \$_____ for #1 on this Joint Venture Bid,
and \$_____ for #2.

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT**

INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm. Contractor's Insurance Agent shall mark a "check" yes or no as to availability of insurance.

COVERAGES REQUIRED

LIMITS (FIGURES DENOTES MINIMUMS)

Yes No*

___ ___ X 1. Workers' Compensation
and Employers' Liability:
___ ___ X Admitted in Virginia
___ ___ X Employers' Liability
___ ___ X All States Endorsement

___ ___ X 2. General Liability:
___ ___ X M&C/CGL
___ ___ X Products
___ ___ X Completed Operations
___ ___ X Broad Form CG&L
___ ___ X Personal Injury
___ ___ X Independent Contractors
___ ___ X Floater Installation Coverage

1. Statutory Limits of
the Commonwealth of VA:
Yes
\$100,000
Statutory

2. \$1,000,000 Combined
Single Limit Bodily
Injury and Property
Damage Each Occurrence
\$1,000,000 Aggregate

___ ___ X 3. Automobile Liability:
___ ___ X Owned, Hired, &
Non-Owned

3. \$1,000,000 Combined
Single Limit Bodily
Injury and Property

___ ___ X 4. Fire Legal Liability

___ ___ X 5. Property Insurance on the insurable value of work including materials on the job site.

The portion of the policy dealing with property damage liability shall contain a provision of endorsement providing insurance protection against property damage, including loss of use, caused by explosion and/or collapse, and against damage of existing underground and overhead pipes, cables, ducts and other such facilities, whether or not such facilities appear on available plans and whether or not accurately located on such plans.

___ ___ X 6. County named as additional insured on Auto and General equipment
(and including non-owned and hired vehicles) Liability Policies (This coverage is primary to all
other coverages the County may possess).

___ ___ X 7. Contractual Indemnity/Hold Harmless Exactly as Specified.
The Contractual Liability Insurance policy requirements of this section may be satisfied by the inclusion of an
Umbrella Excess Liability clause in the Contractor's standard insurance policy for an amount equal to One
Million Dollars for Bodily Injury and Property Damage.

___ ___ X 8. Umbrella excess liability over \$1,000,000 coverage.

Bidder and Insurance Agent Acknowledgment and Certification:

We, the undersigned hereby acknowledge that insurance coverages in accordance with this checklist and the General Conditions shall be provided in the event the Bidder is awarded a contract for this project.

BY:

Bidder Signature

Insurance Agent/Broker Signature

Typed/Printed Name

Typed/Printed Name

END OF SECTION

PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)
ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by,
between and among the Prince William County ("County"),

(Name of Contractor),

(Name of Bank/Branch and Complete mailing Address of Bank)

(Contact Name & Title and Phone Number)

(Account Number)

a trust company, bank, or savings and loan institution with its principal office located in the
Commonwealth of Virginia (hereinafter referred to collectively as "Bank") and

("Surety" including address) provides:

I.

Project Name:

Reference Contract ("the Contract") between Prince William County and Contractor.

This Escrow Agreement is pursuant to, but in no way amends or modifies the Contract between the County and the Contractor. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor. The Bank shall deposit the payments made hereunder by Prince William County into an individual and separate escrow account. Under no circumstances, shall any other funds from any other sources be deposited into this account.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the contract, the Prince William County is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. This Agreement sets forth the terms of the escrow. The Bank shall not be deemed to party to, bound by, or required to inquire into the terms of, the contract or any other instrument or agreement between the County and the Contractor.

III.

The County shall from time to time pursuant to its contract pay to the Bank amounts retained by it under the contract. Except as to amounts actually withdrawn from escrow by the County, the Contractor shall look solely to the Bank for the payment of funds retained under the contract and paid by the County to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the Prince William County and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

- (1) United States Treasury Bond, United States Treasury Notes, United States Treasury Certificates of indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to those insured by the Bank and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided

profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the County Director of Finance, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Director of Finance. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the County Director of Finance, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor at time of final payment. Until so paid or applied to pay the Bank's fee or any other costs of administration such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby. Neither this Agreement, nor any part hereof, may be assigned by the Contractor to any other party without express written permission of the County.

Written on this date shown above, this Agreement shall constitute the whole agreement between the parties.

WITNESS the following signatures:

COMPANY/CONTRACTOR:

BY: _____
Authorized Contractor Signature Typed/Printed Name

SURETY:

BROKER/AGENT

Name of Surety Name Virginia Broker/Agent for Surety

BY: _____
Signature of Surety Broker/Agent Address Virginia Agent/Broker

Typed/Printed Name City/State

Phone Number

SURETY (POWER OF ATTORNEY)

AFFIX SEAL

BY: _____
Signature Typed/Printed Name

BANK:

Signature Bank Officer Typed/Printed Name/Title

PRINCE WILLIAM COUNTY:

BY: _____
Signature Typed/Printed Name

End of Section

**COMMONWEALTH OF VIRGINIA DEPARTMENT OF
TRANSPORTATION
SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION
FORM (ALL BIDDERS)
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

CONTRACT I.D. NO. _____

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

The apparent lowest responsible and responsive bidder, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within forty-eight (48) hours 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.

Form C-48

**PRINCE WILLIAM COUNTY SUPPLEMENTAL SPECIFICATIONS
TO
VIRGINIA DEPARTMENT OF TRANSPORTATION
ROAD AND BRIDGE SPECIFICATIONS DATED 2016**

Note: This Table of Contents reflects those provisions which the County has made revisions.

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	101.02	Terms
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	102.03	Interpretation of Quantities in Proposal
	102.04	Examination of Site of Work and Proposal
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	105.12	Coordination of Plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions and Special Provision Copied Notes
	105.14	Maintenance During Construction
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	106.04	Disposal Areas

Section	107	Legal Relations and Responsibility to the Public
	107.08	Protecting and Restoring Property and Landscape
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	108.01	Prosecution of Work
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Section	109	Measurement and Payment
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	109.11	Liens and Lien Release (new Section 109.11)

**COUNTY SUPPLEMENTAL SPECIFICATIONS
TO
VIRGINIA DEPARTMENT OF TRANSPORTATION
ROAD AND BRIDGE SPECIFICATIONS
DATED 2016**

The following Supplemental Specifications represent modifications to the corresponding sections of the Virginia Department of Transportation (VDOT) Specifications; hereinabove defined, and relate exclusively to this Contract. In case of conflicting requirements between the Virginia Department of Transportation Specifications and these Supplemental Specifications, the modifications shall govern. Any applicable provision in the Virginia Department of Transportation Specifications not amended by and not in conflict with any Supplemental Specification shall be understood to be in full effect.

All modifications given herein are additions to the provisions of the designated sections of the Virginia Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to, deletion of or substitution for a provision in the Virginia Department of Transportation Specifications.

**DIVISION I
GENERAL PROVISIONS**

SECTION 101 - DEFINITION OF TERMS

The following terms in the VDOT Specifications are revised as follows:

VDOT Term	Prince William County (PWC) Term
State	Prince William County/County
Board	The Board of Supervisors of Prince William County, VA authorized by the PWC Purchasing Regulations or other law to enter into contracts.
Commissioner	Chairman of the PWC Board of County Supervisors
Department	PWC Transportation Department
Engineer	PWC Transportation Director
Contract Engineer	PWC Purchasing Manager

The following new definitions are added to this Section.

ADDENDUM - A written or telegraphic revision or addition to any of the Contract Documents, transmitted prior to or in advance of the opening of bids to all parties who have been recorded by the County/Consulting Engineer as having secured a full and complete sets of the Plans & Bidding Documents/Contract Documents.

COUNTY - The County of Prince William in the Commonwealth of Virginia.

CONTRACT ADMINISTRATOR (may also refer to as Engineer”) - Shall mean PWC Transportation Director who may assign an employee as its designee or by separate contract, hire services of an outside consulting engineering firm.

CONTRACT OR CONTRACT AGREEMENT The written instrument used for signature and execution which binds the County and Contractor and is evidence of mutual understanding and agreement between the Parties. The Contract Agreement expressly incorporates and enumerates any documents therein which is referred to as the “Contract Documents”.

CONTRACT DOCUMENTS - The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith. Such incorporated documents customarily include but not limited to; Contract Special Provisions, Special Provision Copied Notes, the Plans, Prince William County Purchasing Regulations, Contractor bid response, General Conditions, Supplemental General Conditions, VDOT Road and Bridge Specifications, Special Conditions, Plans, Insurance coverages/policies, bonds, Specifications, and all Modifications, including Addenda and subsequent Change Orders.

ENGINEER, RESIDENT (may also be referred to as Inspector/County’s Representative) - The County reserves the right by separate contract to obtain a construction engineering and inspection consultant to act on behalf of the County to apprise the Engineer as to the progress and quality of the work and who shall monitor compliance with the Contract Documents. In cases where the County has no separate contract for these services such shall be provided by an employee of the Department of Transportation. The County’s Representative shall have no authority to bind the County to additional time or funds unless such authority is agreed upon by the Contract Administrator in writing.

PROJECT MANAGER - The PWC Employee designated by the Engineer (Director - Department of Transportation) to administer the construction contracts on behalf of the Engineer

RESPONSIBLE BIDDER shall mean a Bidder who has the capability, past experience and qualifications in similar projects, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability which will assure good faith performance.

STANDARD DRAWINGS - Whenever the Plans or specifications refer to “Standards” or “Standard Drawings” such reference shall be construed to mean the set of standard drawings issued by Virginia Department of Transportation, current edition, and entitled “Road and Bridge Standards of the Virginia Department of Transportation”. Only those standard drawings specifically referred to by number in the various Contract Documents are applicable to work on this Contract.

SPECIFICATIONS - The general term comprising all the directions, provisions, and requirements contained in the Virginia Department of Transportation, “Road and Bridge Specifications”,

current Edition, the County's Supplemental Specifications and Special Provisions and any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

Section 101.02 - Terms

This section is amended to include the following:

It is understood that wherever in the Virginia Department of Transportation Specifications and Standard Drawings handbook the term "Department" appears, it shall be construed to refer to the Prince William County Transportation Department, except in references to said Virginia Department of Transportation as the author of the Specifications and Standard Drawings.

Whenever in the Virginia Department of Transportation Specifications and Standard Drawings, the term "District Engineer" appears, it shall be replaced by the term "Engineer" or "County Contract Administrator." The County reserves the right to enter into a separate contract with a consultant who shall serve as the County's Resident Engineer. The consultant shall be identified in final Contract Agreement between the County and the Contractor.

Whenever in the various Contract Documents the term "State" appears in the context of the governing body of the Commonwealth of Virginia, and whenever the terms "Board", "Virginia Department of Transportation" and "Department" appear in the context of the authority vested with the operation of the state's roadway network, such term shall remain unchanged.

Whenever in the various Contract Documents the term "PWC" appears it shall mean Prince William County.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.03 – Interpretation of Quantities in Proposal

In the first paragraph, third sentence insert at the beginning of the sentence "Unless, otherwise indicated in the Summary/Schedule of Unit Bid Prices...".

Delete the last sentence in the first paragraph of this section in its entirety.

Delete the last paragraph of this section in its entirety.

The County may within 3-5 days after opening of Bids, request a scope review meeting with the apparent successful Bidder to discuss project requirements, major milestones and critical issues.

Section 102.04 - Examination of Plans, Specifications, Special Provisions and Site of Work

Paragraph (b), second line, of this section delete District Materials Engineer or State Materials Division Administrator and replace with "County Engineer".,

Paragraph (c), delete in its entirety and replace with following:

“If a word, phrase, clause, or any other portion of the Invitation for Bid including the Bid Pricing Proposal or other documents which makeup the Contract Documents, is alleged to be ambiguous/confusing or in conflict, the Bidder shall submit written notice of such to the Architect/Engineer/Owner’s Consultant and request an interpretation. No employee or agent of the County shall have the authority to furnish any other explanation or interpretation, verbal or written and is not responsible for any other explanations or interpretations of the Bidding Documents or Contract Documents unless made by formal Addenda.”

Section 102.05 - Preparation of Bid

Delete in the third paragraph in item (a) in its entirety and replace with the following:

The County may provide the Summary of Bid Prices/Schedule of Unit Prices in electronic format to Bidders so requesting in writing. It shall be the sole responsibility of the Bidder to request in writing from the County any/all subsequent amended electronic documents/files. It shall be the sole responsibility of the Bidder to ensure when submitting his bid that his Bid is submitted using the most current version of Summary of Bid Prices/Schedule of Unit Prices reflective of any/all amendments/addenda. Failure of the Bidder to submit his bid using the most current version of any document will result in rejection of Bid.

The County reserves the right not to provide any electronic documents. The County shall not be obligated to furnish any document in electronic format to any Bidder.

The County shall have the right to reject any or all Bids and to reject a Bid not accompanied by required bid security or other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

The County reserves the right to waive informality or irregularity. A minor informality or irregularity is one that is merely a matter of form and not of substance or some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders.

Delete in the sixth paragraph from item (a) in its entirety.

Delete from item (d) referencing submission of electronic bids after the third sentence in its entirety.

Delete from item (e) “as part of electronic bid submission” and replace with “signed Amendment/Addenda”.

Add new subparagraph to this Section item (g) as follows:

(g) Non-Discrimination Against Faith-Based Organizations:

The Prince William County Government does not discriminate against faith-based organizations in procuring goods, services or construction.

Section 102.06 - Irregular Bids

Delete “M.” of this section and replace with new paragraphs as follows:

- M. failure to submit most current version (amended/addenda) of any bid submittal forms including Proposal Form/Summary of Bid Prices/Schedule of Unit Prices.

Section 102.07 - Proposal Guaranty

Delete “\$250,000” and replace with “\$100,000”. Delete “Treasurer of Virginia” and replace with “Prince William County”.

Add paragraph as follows:

The Bidder shall use the Bonding forms included with the Bidding Documents. If a certified check or a cashiers’ check is submitted as the Proposal Bid Bond, the check is to be made payable to Director of Finance, Prince William County and the project name and Contract Number shall appear on the face of the check, as well as the business name of the Bidder.

Section 102.09 – Submission of Bid

Delete the first paragraph in its entirety and replace with the following:

Bidder shall deliver/submit Bid in a sealed envelope clearly marked to indicate its contents prior to date and time for receipt. Deliver sealed bid to:

Prince William County
McCoart Administration Building
Purchasing Office, Suite 205
Attention: Shana N. Terry, Senior Contract Specialist
1 County Complex Court
Prince William, Virginia 22192-9201.

The Board of County Supervisors of Prince William County, Virginia reserves the right to reject any and all bids, waive informalities and irregularities in bidding and to accept bids, which are, in consideration, in the best interest of the County.

Bidders shall submit the following forms with Bid Submission. Bidders shall use the forms provided and included within the Bidding Documents when submitting bids. The following forms are included with the bidding documents:

- Proposal Form, as may be amended
- Summary/Schedule of Unit Bid Prices, as may be amended
- Bid Bond (Proposal Surety Guarantee)

The Bidder shall state, on the form in the Proposal, the Unit Price for each pay item listed therein and shall also show the products of the respective unit prices and quantities.

The County reserves the right to request from the apparent lowest bidder after submission of bids the following:

- Contractor's Proposal to Sublet
- County's Contractor Qualification Statement complete details supporting qualification and experience in satisfactorily completing project similar to scope and size to this project
- Insurance Checklist
- Proof VDOT Vendor Prequalification Certification

Section 102.10 – Withdrawal of Bids

Delete 102.10 in its entirety and replace with the following:

Withdrawal of bids is strictly governed by the Prince William County Purchasing Regulations, as amended. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two (2) business days after the bid opening.

Section 102.11 – ~~eVA Business To Government~~ Vendor Registration

Amend Section heading to read: **Section 102.11 – Prince William County Vendor Registration**

Delete in its entirety and replace with following:

Bidders are not required to be a registered vendor with Prince William County e-procurement at time bids are submitted. Prior to award the apparent successful bidder shall register themselves over the internet at www.pwcgov.org/eServices/eProcurement

If internet access is not available or problems are experienced during registration, contact the Purchasing Office shown on the front page of the solicitation.

Section 102.12 – Public Opening of Bids

Delete Section 102.12 in its entirety and replace with the following:

Sealed Bids shall be opened and read publicly at the time and place designated for delivery of bids. Interested parties are invited to attend.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Section 103.02 – Award of Contract

Add new subparagraphs as follows:

Contractor shall demonstrate qualification and experience in similar scope and size projects as determined acceptable by the County to ensure all the work, services, construction, improvement and maintenance is awarded to the lowest, Responsive, and Responsible Bidder. A Responsible Bidder shall mean a Bidder VDOT Prequalified Contractor who has the capability, past experience and qualifications, in all respects, to perform fully the Contract requirements and moral and business integrity. The following other factors may be considered in determining whether a Bidder is responsible:

- a) Whether the Bidder can perform the Contract or provide the services promptly, or within the time specified, without delay or interference;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) The quality of performance of previous contracts or services performed by the bidder or its proposed subcontractors;
- d) The previous existing compliance by the Bidders with laws and ordinances relating to contracts or services;
- e) The quality, availability, and adaptability of the goods or services to the particular use required;
- f) The ability of the Bidder to provide service for the warranty period of the Contract; if so required by the Contract and;
- g) Whether the Bidder is in arrears to the County on a debt or contract or is in default or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent.

The County may post Notice of Contract Award as a result of this solicitation on the Prince William County e-procurement website.

The successful Bidder, upon award of Contract, shall be required to be licensed in accordance with the Prince William County Code "Business, Professional and Occupational Licensing (BPOL) Tax".

Section 103.05 - Requirements of Contract Bonds

Delete in its entirety and replace with the following:

The Contractor shall furnish along with the required number of copies of the Contract duly signed by him, two (2) originals of Performance and Payment Bonds, (forms included in the Bid Documents), each in an amount equal to one hundred percent (100%) of the Contract Sum. Bonds shall be properly issued and executed by a Surety licensed in the State of Virginia and acceptable to the County. Cost of Bonds shall be included in the total estimated Bid Price. The Performance Bond shall remain in effect for (1) one year after final acceptance. The cost of obtaining Bonds shall be included in Summary of Unit Bid Prices under the item for Mobilization.

The Contractor shall deliver the required Bonds to the County not later than the date of execution of the Contract. However, such Bonds shall not be delivered later than five (5) days after Award of the Contract by the Board of County Supervisors. The Contractor shall require the Attorney-in-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

The Contractor shall use the Performance Bond and Payment Bond forms included in the Contract Documents and both shall be written in the amount of the Contract Sum.

From the surety providing bonding for the successful bidder for this project, the County reserves the right to request and receive documentation of the surety's financial capabilities, past experience, and other evidence of surety's reliability.

In the event that the Contractor's surety company becomes insolvent, bankrupt, or in any way incapable of providing the services and/or security of the Performance and Payment bonds, the Contractor shall within ten (10) days of notification to the Contractor that his surety company has become insolvent, furnish County new Performance and Payment bonds from a surety licensed to transact business in Virginia. Any additional cost in securing new bonding shall be the responsibility of the Contractor.

Surety companies executing bonds must be licensed to do business in the Commonwealth of Virginia. The Surety Corporation providing the bond for this project shall obtain a written release from the Prince William County prior to releasing bond before the expiration date. Surety shall provide the County with written consent of the Surety to the Final Payment by the County. The Surety shall have an AM Best Rating of A or better.

Section 103.06 - Contract Documents

Delete in its entirety the first paragraph and subparagraph (a) of this section and replace with following:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

(a) Contract/Contract Agreement: The written instrument which binds the County and Contractor and is evidence of mutual understanding and agreement between the Parties. The Contract is executed instrument by the County and Contractor and expressly incorporates and enumerates any documents therein which is referred to as the "Contract Documents". Such incorporated documents customarily include but, not limited to; the Bid response submitted by the Contractor, these Supplemental Conditions, any Special Conditions, the Plans and the Specifications, and all Modifications, including Addenda and subsequent Change Orders.

Delete subsection (e) and replace with the following:

- (e) Progress Schedule/Construction Schedule: The Contractor shall submit a progress schedule/construction schedule in accordance with the Contract Special Provisions, et seq. Where the term “progress schedule” is referred shall also mean “construction schedule”.

(f) Delete the second paragraph of this subsection in its entirety and replace with the following:

The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best’s Key Rating of at least A:VI.

The Contractor will attach to each liability insurance policy, with the exception of Workers’ Compensation, an endorsement to save and hold harmless the County from any liability or damages whatsoever arising out of the contract work in accordance with the following endorsement which will form a part of the resulting contract:

“ENDORSEMENT”

The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents, employees, and volunteers, from any and all claims for bodily injuries and personal injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney’s fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including their agents, subcontractors, employees, volunteers, or in connection with work under this contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

The Contractor will provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.

In connection with the indemnification assumed by the Contractor by virtue of this section, but by no means to be construed as a limitation or release of his responsibility for such indemnification, the Contractor shall provide the following types and minimum amounts of insurance coverage for this project:

(a) Contractor's Comprehensive General Bodily Injury and Property Damage Liability Insurance, including Contractor's Protective Liability Insurance and Contractual Liability Insurance:

1. One person in any one occurrence, amount One Million Dollars (\$1,000,000.00).
2. Two (2) or more persons in any one (1) occurrence, amount One Million Dollars (\$1,000,000.00).

3. Property damage in any one occurrence, amount One Million Dollars (\$1,000,000.00).

The portion of the policy dealing with property damage liability shall contain a provision of endorsement providing insurance protection against property damage, including loss of use, caused by explosion and/or collapse, and against damage to existing underground and overhead

pipes, cables, ducts and other such facilities, whether or not such facilities appear on available plans and whether or not accurately located on such plans.

The Contractual Liability Insurance policy shall contain an endorsement attesting to the Contractor's responsibilities for indemnification set forth in this section. Insurance certificates shall specifically indicate the inclusion of such an endorsement with particular reference to the Contract number and to "Compliance with Section 107.12 of the Specifications".

4. The Contractual Liability Insurance policy requirements of this section may be satisfied by the inclusion of an Umbrella Excess Liability clause in the contractor's standard insurance policy for an amount equal to One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage.

(b) Comprehensive Automobile and Truck Liability Insurance including coverage for Contractor's automotive equipment (and including non-owned and hired vehicles):

1. One (1) or more persons in any one (1) occurrence, amount One Million Dollars (\$1,000,000.00).

2. Property damage in any one (1) occurrence, amount One Million Dollars (\$1,000,000.00).

3. XCU Property Damage, if necessary for nature of the work and as applicable to the project

(c) Workmen's Compensation Insurance - Statutory, as required by the Commonwealth of Virginia.

If any part of the work is sublet, all of the above insurance coverage shall also be provided by or on behalf of each subcontractor.

Furnish satisfactory evidence, in triplicate, of all required insurance coverage, including special endorsements, shall be forwarded to the County for approval within five (5) Calendar Days after the date of written notice of Award of Contract. All insurance coverage must be approved by the County before the Contract will be executed by the County.

The County's approval of insurance furnished by the Contractor, or its failure to disapprove such insurance, shall not relieve the Contractor of full responsibility for liability, damages and accidents as set forth elsewhere herein.

The cost of such insurance and bonds shall be included the unit price bid for mobilization which is a part of the Contractor's Proposal.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the County Purchasing Manager.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor, and Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the contract at time of termination.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the contract.

Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

SECTION 104 - SCOPE OF WORK

Section 104.01 -Intent of Contract

This section is amended to include the following:

Strict adherence to the progress schedule shall be one of the obligations of this Contract.

The Contractor understands that the County Risk and Safety personnel shall periodically visit the project site in an effort to protect the County's interest with regards to safety or risk issues. The Contractor shall have an established risk and safety program and ensure all its employees are adequately trained and detail familiar with such program. The Contractor is required to provide a copy of its safety and risk manual to the County Risk Manager upon request. The County Risk Manager shall have authority to shut-down any project it determined as unsafe.

This project shall be subject to the provisions of the current edition of "Rules and Regulations Covering Construction, Demolition and All Excavation", as adopted by the Safety Codes Commission of the Commonwealth of Virginia.

In addition to other safety requirements and restrictions, the project shall be subject to the requirements and provisions of the Occupational Safety and Health Administration (OSHA), and the Contractor shall be responsible for compliance with such requirements and provisions at no added cost to the Owner.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall ensure any/all applicable OSHA/VOSHA requirements are maintained during their performance of the Work by the Contractor, including subcontractors.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. The Contractor's superintendent shall be appropriately skilled and trained as deemed necessary according to the nature and extent of the Work. Written records shall be maintained at the project site of any/all incidents involving injury to persons and/or damage to property. The Contractor shall immediately inform the Prince William County Risk Manager of any/all incidents involving injury to persons and/or damage or safety related incidents, mishaps, accidents and etc. Depending upon the nature of the incident, the County Risk Manager may require the Contractor to furnish within a reasonable time a written report detailing the issues and circumstances.

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the Work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

SECTION 105 - CONTROL OF WORK

Section 105.01 – Notice to Proceed

Add new paragraph at beginning of section as follows:

Prior to issuance of Notice to Proceed by the County to the Contractor, the Contractor shall provide a work history or résumé to the Engineer for the Project Superintendent. The resume shall include supporting information, demonstrating to the County's satisfaction, acceptable experience and qualifications. At no time shall the Superintendent be replaced, except for cause, unless the Engineer has received prior notification and has approved the replacing Superintendent. A resume of equitable replacement shall be provided to the County for consideration.

Section 105.03 – Authorities of Project Personnel

Add new paragraphs to this section as follows:

No decision made by the Engineer in good faith to exercise or not to exercise its authority shall create any duty or responsibility of the Engineer to the Contractor or any of its subcontractors.

Neither the County nor the Resident Engineer (also may be referred to as Inspector/Project Inspector and/or County Representative) is responsible for the Contractor's means and methods; safety precautions or programs; or the Contractor's failure to execute the work in accordance with the Contract Documents or for any acts or omissions of the Contractor.

The Engineer or its Resident Engineer has the authority to stop work wholly or in part if the Contractor fails to correct conditions that are unsafe for workers or the general public or carry out the provisions of the Contract. The Contractor is not entitled to additional compensation or an extension of contract time in the event that the Engineer stops work for unsafe conditions or a failure by the Contractor to carry out the provisions of the Contract.

The County reserves the right by separate contract to hire an outside consultant to serve as its Resident Engineer during the progress of the work. The Resident Engineer shall have no authority to bind the County to additional funds or time.

The Resident Engineer will work under the authority of the County Contract Administrator/Engineer in the administration and inspection of this Contract. The responsibilities and duties of the Resident Engineer are listed below.

General: It shall be the responsibility to provide services, as necessary, to administer the Construction Contract in the manner so that the project is constructed in reasonable conformity with the plans, specifications and Contract provisions.

The Resident Engineer shall advise the Engineer, in writing, of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor and the corrective action taken. The work provided by the Resident Engineer or any of the County employees shall, in no way, shall relieve the Contractor of responsibility for the satisfactory performance of the Construction Contracts.

Resident Inspection/Project Inspector: Prince William County shall provide personnel and services to monitor the Contractor's on site construction operations. One or more persons employed by the County to inspect the Work for the County and/or to document and maintain records of activities at the Site to the extent required by the County. The County shall notify the Contractor in writing of the appointment of such Project Inspector(s).

The duties of the Project Inspector are for the benefit of the County only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform his duties in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

(a) All material and workmanship shall be subject to inspection, examination and testing by the County, the Engineer, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The Engineer and the County shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed. As a result, the Contractor and its Surety may be held liable for any damages to the same extent as provided in Contract for termination hereunder.

(b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the County. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the County for the cost of re-examination and retesting. Although conducted by independent testing entities, the County will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.

(c) Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the County. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the County has approved corrective measures.

(d) Should it be considered necessary or advisable by County or the Resident Engineer/Inspector at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, the Contractor shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement including a markup of fifteen (15%) percent for overhead and profit shall be paid to the Contractor and he shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test contrary to the instructions of the Engineer, County or Project Inspector.

(e) The County has the authority to recommend to the Engineer that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the County. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.

(f) The County/Project Inspector has the right and the authority to:

- (1) Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
- (2) Inspect workmanship for compliance with the standards described in the Contract Documents.
- (3) Observe and report on all tests and inspections performed by the Contractor.
- (4) Recommend rejection of Work which does not conform to requirements of the Contract Documents.
- (5) Keep a record of construction activities, tests, inspections, and reports.
- (6) Attend all joint Site construction meetings and inspections held by the County and/or the Engineer with the Contractor.
- (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
- (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions.
- (9) Assist in the review and verification of the change order, Schedule of Values & Certificate for Payment, submitted by the Contractor each month.

(10) Do all things for or on behalf of the County as the County may subsequently direct in writing?

(g) The Project Inspector shall have no authority to:

- (1) Authorize deviations from the Contract Documents;
- (2) Enter into the area of responsibility of the Contractor's superintendent;
- (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work;
- (4) Authorize or suggest that the County occupy the Project, in whole or in part; or
- (5) Issue a certificate for payment.

No decision made by the Engineer in good faith to exercise or not to exercise its authority shall create any duty or responsibility of the Engineer to the Contractor or any of its subcontractors.

Neither the County nor the Resident Engineer (also may be referred to as Inspector/Project Inspector and/or County Representative) is responsible for the Contractor's means and methods; safety precautions or programs; or the Contractor's failure to execute the work in accordance with the Contract Documents or for any acts or omissions of the Contractor.

The Engineer or its Resident Engineer has the authority to stop work wholly or in part if the Contractor fails to correct conditions that are unsafe for workers or the general public or carry out the provisions of the Contract. The Contractor is not entitled to additional compensation or an extension of contract time in the event that the Engineer stops work for unsafe conditions or a failure by the Contractor to carry out the provisions of the Contract.

Section 105.10 – Plans and Working Drawings

Delete second paragraph in item (C) "Working Drawings" in its entirety and replace with following:

Reviewed Working Drawings will be returned to the Contractor within 45 days from the date of receipt by the County. In the event other entities may need review of drawings such time period for return of drawings to the Contractor shall be within 60 days for receipt. If the Working Drawings are not returned by the time specified, no additional compensation will be allowed except that an extension of time in accordance with Section 108.04 may be considered if the Work element detailed by the Working Drawings is on the Project Critical Path or involves a controlling item of Work. Three sets of Working Drawings marked with any suggested modification or comments will be returned to the Contractor. The other sets will be retained by the County. The Contractor shall submit seven (7) prints (on white background) of each shop or working drawing to the Engineer for review sufficiently in advance of the time when the related materials must be ordered and/or related work begun, to allow for the Engineer's review and for possible corrections and resubmissions by the Contractor. Materials ordered and work begun before the governing shop or working drawings are completely approved shall be at the sole risk and expense of the Contractor. Upon completion of review, one print of each shop or working

drawing will be returned to the Contractor either marked “No Exceptions Taken” or bearing the reasons for rejection. Rejected drawings shall be corrected and resubmitted (7 prints) as often as necessary until no exceptions are taken by the Engineer. Each resubmission shall be identified by a revision number and date. Shop or working drawings shall be uniform in size and of the same dimensions as the Contract Plans. Each drawing shall state in the title box the name of the Project, Contract number, drawing title and number, revision number and date, scale(s), and names of Contractor and subcontractor (if any). A space approximately 3 inches by 4 inches shall be left clear adjacent to the title box for stamping purposes.

The Resident Engineer shall review and return to the Contractor within a reasonable time, all shop and working drawings submitted for review.

Section 105.12 - Coordination of Plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions and Special Provision Copied Notes

Delete last sentence in the first paragraph of Section 105.12 and items (a) – (f) and replace with following:

In the event of conflict among documents refer to the “Order of Precedence” in the Sample Contract Agreement which is made a part of the Bidding Documents by reference.

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

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

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

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

Section 105.19 - Submission and Disposition of Claims

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Date:

State Of:

City/County of _____ To-Wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that, whose same is signed to the foregoing instrument, bearing date of day of _____, 2017 , has this day acknowledged the same before me in my (City/County and State).

Given under my hand this day of _____ and month _____, 20____

Notary Public Signature _____ Printed Name _____

My commission expires _____ Registration No. _____

SECTION 106 - CONTROL OF MATERIAL

paragraph. Add to end of the second sentence “at no change in cost to the County”.

Section 106.04 - Disposal Areas

Delete second paragraph in section 106.04 in its entirety and replace with the following:

All unsuitable and surplus materials of whatever nature, whether shown on the plans or not, shall be disposed of off the right-of-way at the Contractor's expense at a location provided by the Contractor and approved by the Engineer. Disposal areas on-site or flattening of slopes, proposed by the Contractor as a possible disposal area, may be considered by the Engineer whose decisions on such matters shall be final.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.08 - Protecting and Restoring Property and Landscape

The section of the Specifications is amended to include the following:

The Contractor’s attention in particular is called to the fact that it will be the contractor’s responsibility to protect all trees from damage. No trees shall be allowed within the right-of-way. Trees outside the right-of-way but within the temporary construction easement that do not impact construction operations shall be protected. All trees adjacent to the work but outside the right of way and temporary construction easement shall be protected and not damaged.

After flagging limits of clearing and prior to commencing clearing operations, the Contractor will meet with the Engineer to identify selected trees to save within the Temporary Construction Easement. At the time of this meeting, the Contractor must have sufficient stakeout in place to reference the clearing limits to centerline or offset stationing on intervals not exceeding 100 feet. The Contractor shall positively identify “save” trees and review these trees with his clearing crew. The Engineer will be responsible for coordinating with County where saving trees within the Temporary Construction Easements creates a deviation from standards (e.g., elimination of slope rounding or slopes steeper than 2:1). Should the Contractor subsequently damage or destroy “save” trees during construction, the Contractor will be responsible for removing and disposing of these trees at no additional cost.

Section 107.12 - Responsibility for Damage Claims

Delete in its entirety and replace with the following:

The Contractor shall indemnify, defend at its own expense, and save harmless the Prince William County Board of County Supervisors, and its officers, agents, and employees, as well as the city, town, county, or other municipality in which the work is performed and their officers, agents, and employees, from suits, actions, or claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property resulting from or arising out of the work performed by the Contractor, or by or in consequence of any neglect in safeguarding the work, through the use of unacceptable materials in the construction or the improvement, or resulting from any act or omission, neglect, or misconduct of the Contractor; or by or on account of any claims or amounts recovered by infringement of any patent, trademark, or copyright. The Contract Administrator may retain as much of the monies due the Contractor under and by virtue of the Contract as the County of Prince William considers necessary to ensure funds are available to pay a settlement or judgment of such suits, actions, or claims. If no monies are due, the Contractor's Surety will be held accountable until all such claims and actions have been settled and suitable evidence to that effect has been furnished to the County. Any extension of time granted the Contractor, in which to complete the Contract shall not relieve him or his surety of this responsibility.

It is not intended by any of the provisions of any part of the Contract to create the public or any member thereof as a third party beneficiary hereunder or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

The Contractor shall comply with all requirements, conditions, and terms of the Contract, including but not limited to, environmental permits, commitments identified within the Contract, and applicable environmental laws. The Contractor shall not cause damage, except as allowed under the terms of the contract, or as allowed under applicable permits or laws, to the Commonwealth's air, water, or other natural resources, or cause damage to adjacent or off-site property.

When any act, omission, or other action of the Contractor occurs, which violates the requirements, conditions or terms of the Contract, and affects the health, safety, or welfare of the public or the Commonwealth's natural resources, the County Engineer will direct the Contractor

to take prompt action to repair, replace, or restore the damage or injury within a reasonable time frame established by the County Engineer. If the Contractor fails to make such repair, replacement, or restoration within the established time frame, the County Engineer will have the damage or injury repaired, replaced, or restored and will deduct the cost of such repair, replacement, or restoration from monies due the Contractor.

If the Contract Administrator (Transportation Department Director) determines by its own investigation that injury or damage has occurred as a result of work performed or neglected by the Contractor, the Contract Administrator (Transportation Department Director) may suspend the Contractor from future bidding or initiate debarment in a manner consistent with state law, and Contract Administrator (Transportation Department Director) regulations and policies. Injury is defined as harm or impairment to persons or natural resources. Damage is defined as the loss or harm resulting from injury to person or property. In addition, the Contract Administrator (Transportation Department Director) may recover either (i) the loss or damage that the Contract Administrator (Transportation Department Director) suffers as a result of such act, omission or other action or (ii) any liquidated damages established in such contract plus (iii) reasonable attorney's fees, expert witness fees, staff salaries, and equipment charges associated with any investigation.

Upon a finding against the Contractor by the Contract Administrator (Transportation Department Director), the Contractor is responsible for and shall reimburse the Prince William County for all expenses associated with the injury or damage. Expenses include, but are not limited to: investigating the act, omission or other action, financial penalties incurred by the Contract Administrator (Transportation Department Director) as a result of the injury or damage, salary and expenses incurred by employees or consultants of Prince William County, road user expenses as determined by the Contract Administrator (Transportation Department Director) due to damage or loss of use of the project area, attorney fees, and expert witness fees. The Contract Administrator (Transportation Department Director) may deduct the reimbursement of expenses from any payments owed to the Contractor.

Upon determination by the Contract Administrator (Transportation Department Director) of egregious or repetitious acts, omissions or other actions related to injury or damage to person or property, the Contractor shall be responsible for and shall reimburse the Contract Administrator (Transportation Department Director) for all expenses associated with the investigation as described in this provision herein, and the Contract Administrator (Transportation Department Director) will impose other appropriate actions, as permitted by law, policy and Specifications, such as but not limited to, suspension of work, removal from the bidders' list, or debarment.

Once determination is made that injury or damage has resulted in an action against the Contractor, the Contractor shall have the right of appeal through the Director of Finance.

Should any cost remain in dispute after appeal to the Director of Finance, resolution shall be handled in accordance with the requirements set out in the Claims and Disputes provision included in the Contract.

Furthermore in connection with the indemnification assumed by the Contractor by virtue of this Section, and 107.19 but by no means to be construed as a limitation or release of his responsibility for such indemnification, the Contractor shall provide the following types and minimum amounts of insurance coverage for this project:

In compliance with Section 103.06, satisfactory evidence, in triplicate, of all required insurance coverage, including special endorsements, shall be forwarded to the County for approval within five (5) Calendar Days after the date of written notice of Award of Contract. All insurance coverage must be approved by the County before the Contract will be executed by the County.

The County's approval of insurance furnished by the Contractor, or its failure to disapprove such insurance, shall not relieve the Contractor of full responsibility for liability, damages and accidents as set forth elsewhere herein.

All policies required above shall include an endorsement requiring thirty (30) days prior written notice to the Owner and the Engineer before any changes or cancellations are made effective. No separate payment will be made for the cost of the insurance herein specified, but the Contractor shall include the cost of such insurance in the unit price under mobilization bid item in its Schedule of Unit Prices.

Section 107.16 - Environmental Stipulations

Add the following to 107.16 (b) 3. "The Contractor shall conform to the requirements of the Prince William County Noise Ordinance."

SECTION 108 - PROSECUTION AND PROGRESS OF WORK

Section 108.01– Prosecution of Work

Delete "by the provisions of Section 108.02 and insert "as indicated by the date specified in the written notice to proceed (NTP) with the work furnished to the Contractor by the County".

Section 108.03 – Progress Schedule

Add new second sentence to 108.03, item b) as follows:

The County will deduct an amount equivalent to 5 percent of the monthly progress estimate and will retain such monies until Semi-Final payment of 100% of the Work is completed by the Contractor. Final Payment should be made for Retainage in accordance with Section 109.10 as modified by the County herein Supplementary Specifications.

Add new item c) paragraph to end of this Section 108.03 as follows:

c) The Contractor must provide monthly Construction Schedule/Progress Report for the duration of the project. The Contractor will only be paid for this service on monthly basis after the

County has reviewed and approved the monthly Construction Schedule/Progress Report. Contractor shall refer to the County Contract Special Provisions regarding Construction Schedule.

Section 108.04– Determination and Extension of Contract Time

Add the following new paragraphs to this section:

The Contractor must demonstrate to the Engineer’s satisfaction through an analysis of the Contractor's initial and current accepted Progress Schedule, that due to some cause beyond the control and without the fault or negligence of the Contractor, that the Critical Path of work or some part thereof, will be extended beyond the Contract Time(s) or Contract Milestone(s), prior to the Department authorizing any extension in the Contract Time(s) or Contract Milestone(s).

When delays occur due to reasonable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to “Acts of God”, to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, acts of the Government, acts of the State or any political subdivision thereof, the Contract Time shall be extended, if the Contractor has adequately demonstrated the impact of the event or cause to the satisfaction of the Engineer as described above in this Subsection. The amount of the extension in Contract Time(s) or Contract Milestone(s) shall be as determined by the Engineer, and if granted, shall be the Contractor's sole and exclusive remedy for any delay resulting from any of the causes listed in this Subsection.

Unless otherwise indicated in the Contract Special Provisions, an “Act of God” as used in this Subsection is construed to mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense of. A rain, windstorm, or other natural phenomenon of normal intensity, based on United States Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an “Act of God” and no extension in Contract Time(s) or Contract Milestone(s) will be granted for the delays resulting therefrom.

Within the scope of acts of the Government, consideration will be given to properly documented evidence that the Contractor has been delayed in obtaining any material or class of labor because of any assignment or preference ratings by the Federal Government or its agencies to defense or other Contracts.

No extension in Contract Time(s) or Contract Milestone(s) will be granted for any delay or any suspension of the work due to the fault of the Contractor, nor if a request for an extension of time on account of delay due to any of the aforesaid causes is not filed within ten (10) days of the date of the commencement of the delay nor if the request is based on any claim that the Contract Time(s) or Contract Milestone.

Section 108.06 – Failure To Complete on Time

Add new subparagraphs as follows:

The Contractor agrees and understands that Liquidated Damages in the amount as set forth in the contract agreement (included herein) on a per day basis that will be assessed against the Contractor on this project for each day beyond the date set in the Contract for completion of the work, in which the work including punchlist items, all submittals and all other contractual requirements whatsoever under this project remain incomplete.

The Contractor shall complete the work within the Contract Time(s) and achieve the Contract Milestone(s) specified in the work schedule.

If the Contractor fails to complete the work required to achieve a Contract milestone or complete the work within the Contract time for completion of the work, as specified in the Contract Documents, or as adjusted by Change Order, the Contractor shall pay to the County not as penalty, but as Liquidated Damages the amounts as set forth in the Contract for each calendar day of delay as set out in the Contract.

The assessments against the Contractor for liquidated damages may be cumulative and additive to each other.

In the event that the work has been physically completed, but there remains to be submitted to the County by the Contractor any reports or other documents in accordance with the requirements of the Contract, the work shall not be considered satisfactorily completed until the receipt of such reports, instruments of record and/or any other documents by the Engineer.

Section 108.09 - Acceptance

Add following new subparagraph (d) to Section 108.09 entitled **Correction Period and Warranty Period**.

1. If within one year after date of Final Completion of the Work, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work found to be defective, or if the repair of any damages to the land or areas made or areas made available for Contractor's use by County or permitted by laws and regulations is found to be defective, the Contractor shall promptly, without cost to County and in accordance with County's written instructions:

- repair such defective land or areas, or
- correct such defective work or, if the defective work has been rejected by County, remove it from the project and replace it with work that is not defective, and
- Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective work corrected or repaired or may have the rejected work removed and replaced, and all claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, Contractors, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) seek restitution from the Contractor Surety under the Performance Bond.

2. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

3. Contractor's obligations hereunder are in addition to any other obligation or warranty. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

Section 108.10 - Termination of Contractor's Responsibilities

Add new first paragraph as follows:

Termination for Default and Termination for Convenience of County shall be also be governed by provisions included in the Contract (sample contract is included in the Bidding Documents).

SECTION 109 - MEASUREMENT AND PAYMENT

Section 109.05 - Extra and Force Account Work (Change Orders and Change Order Directives)

Add new sentence at the beginning of the first paragraph as follows:

Where the term "Work Order" is referred it shall also mean "Change Order".

Add the following new subparagraph 109.05 (c) as follows:

(C) Change Order Directives

When the County executes a Change Order, the Contractor explicitly agrees that the total amount of the Change Order includes all amounts necessary to pay for and cover any and all Contractor overhead, administrative fees, profit, labor and equipment charges, and any delay claims or other charges associated with the extension of time for Contract completion granted by the Change Order.

A Construction Change Directive is a written order prepared by the Engineer/County and signed by the County and Engineer, directing a change in the Work prior to agreement or adjustment, if any, in the Contract Sum or Contract Time, or both.

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

Without invalidating the Contract and without notice to any Surety, the County may, at any time or from time to time, order additions, deletions, or revisions in the work by a written Change Order, or a Work Change Directive. 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 (except as otherwise specifically provided).

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on but, not limited to the following methods:

- 1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum/Contract Unit Prices, the method and the adjustment shall be determined by the County on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and furnish, in such form as the County may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section shall be limited to the following:

- 1 costs of labor, including social security, and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 5 additional costs of supervision and field office personnel directly attributable to the change.

Pending final determination of the total cost of a Construction Change Directive to the County, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the County will make an interim determination for purposes of monthly certification for payment for those costs as acceptable to

the County. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

The County reserves the right to request the Contractor submit a Cost Proposal to perform the changes in the Work. The Cost Proposal shall include but, not limited to; a complete breakdown in a form showing all units of labor, materials, project overhead and profit. Such information shall include any/all supporting documentation/invoices for work provided by subcontractors and materials from suppliers.

If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as

a result, a Work Change Directive shall be ordered by the County and a claim may be made therefor as provided herein.

When the County and Contractor agree with the determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

After issuance of a Change Order, Contractor shall ensure that the amount of the Performance Bond and Labor and Material Payment Bond coverage have been revised to reflect any increase in the Contract Price due to the Change Order and shall provide the County notice of the same.

Section 109.08 - Partial Payments

Delete the paragraphs (1) (2) and (3), in this Section in their entirety and replace with the following:

Payments are Net 30 days after receipt of satisfactory invoice from the Contractor. Partial payments will be based on a monthly progress estimate consisting of approximate quantities and value of work performed prepared by the Contractor and approved by the Engineer. When the method of measurement for a contract item is in units of each or lump sum, the value of work accomplished for partial payment will be determined from the values assigned to the activities on the cost-loaded CPM Schedule. Partial payments will be made once each month for the work performed in accordance with the Contract requirements except when the net receivable amount is less than \$500. In this case, no partial payment will be made and the value of such work will be carried over to the next monthly progress estimate.

Partial payments will be made for the work shown on the monthly progress estimate subject to the limitations established herein. If the Engineer determines that the Contractor has been overpaid, the Department will deduct such overpayments from any future payments due the Contractor.

The County will deduct an amount equivalent to 5 percent of the monthly progress estimate and will retain such monies until Semi-Final payment of 100% of the Work is completed by the Contractor. Final Payment should be made for Retainage.

Section 109.09 – Measurement and Payment

Delete the paragraphs in this Section in their entirety and replace with the following:

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

- (a) **Structural Steel or Reinforcing Steel:** An allowance of 100 percent of the cost to the Contractor for structural steel **or reinforcing steel** materials secured for fabrication not to exceed 60 percent of the contract price may be made when such material is delivered to the fabricator and has been adequately identified for exclusive use on the project. **The provisions of this section for steel reinforcement will only apply where the quantity of steel reinforcement is identified as a separate and distinct bid item for payment.** An allowance of 100 percent of the cost to the Contractor for superstructure units and reinforcing steel, not to exceed 90 percent of the contract price, may be made when fabrication is complete. Prior to the granting of such allowances, the materials and fabricated units shall have been tested or certified and found acceptable to the Department and shall have been stored in accordance with the requirements specified herein. Allowances will be based on invoices, bills, or the estimated value as approved by the Engineer and will be subject to the retainage requirements of Section 109.08. **For the purposes of this section fabrication is defined as any manufacturing process such as bending, forming, welding, cutting or coating with paint or anti-corrosive materials which alters, converts, or changes raw material for its use in the permanent finished work.**
- (b) **Other Materials:** For aggregate, pipe, guardrail, signs and sign assemblies, and other nonperishable material, an allowance of 100 percent of the cost to the Contractor for materials, not to exceed 90 percent of the contract price, may be made when such material is delivered **to the project** and stockpiled or stored in accordance with the requirements specified herein. Prior to the granting of such allowances, the material shall have been tested and found acceptable to the Department. Allowances will be based on invoices, bills, or the estimated value of the material as approved by the Engineer and will be subject to the retainage provisions of Section 109.08.
- (c) **Excluded Items:** No allowance will be made for fuels, form lumber, falsework, temporary structures, or other work that will not become an integral part of the finished construction. **Additionally, no allowance will be made for perishable material such as cement, seed, plants, or fertilizer.**
- (d) **Storage:** Material for which payment allowance is requested shall be stored in an approved manner in areas where damage is not likely to occur. If any of the stored materials are lost or become damaged, the Contractor shall repair or replace them **at no additional cost to the Department. Repair or replacement of such material will not be considered the basis for any extension of contract time.** If payment

- (e) allowance has been made prior to such damage or loss, the amount so allowed or a proportionate part thereof will be deducted from the next progress estimate payment and withheld until satisfactory repairs or replacement has been made.

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

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

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

Section 109.10 - Final Payment

Add new subparagraph regarding "semi-final estimate":

After final inspection and final acceptance of the project has been made by the Engineer and VDOT, the Contractor will prepare a **semifinal estimate of the quantities of the various classes** of work performed. The Semifinal Payment estimate shall include billing for all work performed under the Contract, *but* shall not include billing for retainage.

Upon receipt of payment for the semifinal estimate and prior to submitting the final estimate for retainage only, the Contractor is required to make payment in full to all Subcontractors including all retainage withheld by the Contractor. Along with the final estimate and application/invoice for final payment, the Contractor will be required to furnish the following items to the Engineer:

- a) An executed Final Release of Liability (on the County's standard form) including final consent form from the Contractor's surety, attesting to the fact that all bills, charges and salaries for labor, services, materials and rentals of equipment, arising out of the prosecution of work under this Contract have been fully paid and all other just demands and lien relating

to this project fully satisfied, and releasing the County, the Engineer and their representatives from all claims, demands and liability of whatsoever nature from anything done or furnished under this Contract;

- (b) Sworn statements of any property owner or other parties who may have had any claims against the Contractor, evidencing that all their claims and liens are fully satisfied and the Contractor, the County and the Engineer are released therefrom:
- (c) Two sets of as-built drawings and specifications and any other documents, invoices, guarantees, releases or objects which are required by the Contract.

After the above items have been forwarded to the Engineer, and the final estimate and certificate for final payment sent to the County with the Engineer's recommendation for acceptance, the Contractor will be paid the total Contract amount less the amounts of all previous partial payments and less any imposed liquidated damages and less any other damages payable by the Contractor under the Contract.

Prior partial estimates and payments shall be subject to correction in the semi-final estimate and payment. Final Payment shall be for release of Retainage.

The final payment will become due and payable to the Contractor within 60 calendar days after the date when all the above-listed documents and tracings have been received by the Engineer and acknowledged by him in writing. The Contractor will be entitled to interest on the final payment amount for the length of time beyond said 60-day period that the final payment should remain unpaid. The County will not pay additional interest on funds that are deposited in escrow.

The rate of interest will be the greater of the rate set forth in the escrow agreement or the base rate on corporate loans (prime rate) at large U.S. money center commercial banks as reported in *The Wall Street Journal*. When a split rate is published in *The Wall Street Journal*, the lower of the two rates shall be used. However, in no event shall the rate of interest paid exceed the rate of interest established pursuant to Section 58.1-1812 of the Code of Virginia 1950, as amended, and the rate effective on the 61st day following final acceptance will be applicable throughout the period of time for which interest is paid. The period subject to payment of interest will begin on the 61st calendar day after the above listed documents and tracings have been received by the Engineer and acknowledged by him in writing, and will extend through the calendar day the final estimate is certified for payment by the County.

New Section 109.11 - Liens and Lien Release

Add a new section 109.11 entitled "Liens and Lien Release" following 109.10:

The Contractor shall execute (and shall cause all subcontractors to execute) such documents as requested monthly by the County to evidence the provisions hereof. Such documents (Affidavit To Partial Payment, Waiver of Lien, and Release and Consent of Surety to Final Payment) is included on pages herein or available by request from the County. These documents shall be

provided to the County prior to the release of subsequent partial payments, escrow retainage and/or final payment.

The Contractor hereby waives and releases (and agrees to cause each subcontractor to waive and release) any and all laborer's, mechanic's, material men's and similar liens that it may have or acquire under the Contract or otherwise as to the Work or the Site or any other property owned by the County.

End of Supplementary Specifications

CONTRACT SPECIAL PROVISIONS
for
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)

<u>Item</u>	<u>CONTRACT SPECIAL PROVISIONS</u>
CSP-1	BENCH
CSP-2	RAISED PLANTER
CSP-3	STREET TREE PLANTER GUARD
CSP-4	TIMBER SIGN
CSP-5	TRASH RECEPTACLE
CSP-6	MAINTAINING TRAFFIC
CSP-7	EROSION AND SEDIMENTATION CONTROL
CSP-8	MEASUREMENT AND PAYMENT
CSP-9	INCLEMENT WEATHER
CSP-10	CONSTRUCTION SAFETY AND HEALTH STANDARDS
CSP-11	SHOP AND WORK DRAWINGS
CSP-12	AS-BUILT DRAWINGS AND SPECIFICATIONS
CSP-13	ADJUSTMENT FOR FUEL
CSP-14	CONSTRUCTION SIGNS
CSP-15	PIPE BEDDING MATERIAL
CSP-16	WORK HOUR RESTRICTIONS
CSP-17	BASE PERMIT REQUIREMENT

CONTRACT SPECIAL PROVISIONS

For

QUANTICO PLANT REESTABLISHMENT

VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)

SP-1 BENCH

I. DESCRIPTION

This work shall consist of furnishing and installing benches in accordance with the contract documents.

II. MATERIALS

Benches shall be “DuMor, Inc. 19 Series” or approved equal, made of steel, and coated per contract plans. Color shall be green and match color of benches installed along Potomac Avenue.

III. PROCEDURES

Install benches and anchor to the ground in accordance with the contract plans.

IV. MEASUREMENT AND PAYMENT

Benches shall be measured per each and will be paid for at the contract unit price per each.

SP-2 RAISED PLANTER

I. DESCRIPTION

This work shall consist of furnishing and installing raised planters in accordance with the contract documents

II. MATERIALS

Raised planters shall be “DuMor, Inc. 159” or approved equal, made of steel, and coated per contract plans. Color shall be green and match color of existing planters installed along Potomac Avenue.

III. PROCEDURES

Install raised planters and anchor planters to the ground in accordance with the contract plans.

IV. MEASUREMENT AND PAYMENT

Raised planters shall be measured per each and will be paid for at the contract unit price per each.

SP-3 STREET TREE PLANTER

I. DESCRIPTION

This work shall consist of furnishing and installing street tree planter guards in accordance with the contract documents

II. MATERIALS

Street tree planter guards shall be per contract plans, and coated with zinc-rich paint system, including prime coat and topcoat of gloss black color. Paint shall be in accordance with VDOT Standard Specification Section 231.

III. PROCEDURES

Install street tree planter guards on all four sides of tree pit, and in accordance with the contract plans.

IV. MEASUREMENT AND PAYMENT

Street tree planter guards shall be measured per each and will be paid for at the contract unit price per each.

SP-4 TIMBER SIGN

I. DESCRIPTION

This work shall consist of furnishing and installing a timber sign in accordance with the contract documents

II. SUBMITTALS

Submit shop drawings of sign and foundations for approval prior to installation.

III. MATERIALS

Timber sign shall be per contract plans. Posts shall be pressure treated for exterior use per VDOT Standard Specification Section 236.

IV. PROCEDURES

Install timber sign in accordance with the contract plans. Final location of sign requires approval prior to installation.

V. MEASUREMENT AND PAYMENT

Timber sign shall be measured per each and will be paid for at the contract unit price per each.

SP-5 TRASH RECEPTACLE

I. DESCRIPTION

This work shall consist of furnishing and installing trash receptacles in accordance with the contract documents

II. MATERIALS

Trash receptacles shall be “DuMor, Inc. 158” or approved equal, made of steel, and coated per contract plans. Color shall be green and match color of trash receptacles Installed along Potomac Avenue.

III. PROCEDURES

Install trash receptacles and anchor to the ground in accordance with the contract plans.

IV. MEASUREMENT AND PAYMENT

Trash receptacles shall be measured per each and will be paid for at the contract unit price per each.

SP-6 MAINTAINING TRAFFIC – NON SCHEDULE

I. DESCRIPTION

This work shall consist of maintaining traffic, protecting workers through temporary work area, and providing guidance to traveling public within the limits of the work area in accordance with the contract documents

II. MATERIALS

Materials shall be in accordance with Section 512.02 Materials of the VDOT 2016 Road and Bridge Specifications.

III. PROCEDURES

All work shall be in accordance with the Virginia Work Area Protection Manual (VWAMPM), the Virginia Supplement to the MUTCS, the MUTCD, as directed by the Engineer.

IV. MEASUREMENT AND PAYMENT

Maintenance of Traffic shall be paid in a Lump Sum Total Fixed Price to do all the work necessary for at the contract.

SP-7 EROSION AND SEDIMENTATION CONTROL

The Virginia Erosion and Sedimentation Control Regulations shall be incorporated into this Contract and will be enforced on this Project. A suggested erosion and sedimentation (E&S) control plan has been developed and applicable E&S control items are shown on the plans. Contractor shall develop a detailed erosion and sedimentation control plan for his work for approval by the Engineer. This E&S plan shall be fully and effectively implemented, maintained and updated as necessary throughout the construction of the Project. Maintenance of the erosion and sediment control items shall be done throughout the duration of the Project. All costs associated with the development of the E&S plan, implementing it, maintaining the items and updating the plan as necessary shall be included in the Total Lump Sum amount the applicable to cover any all E&S control items.

The items shown on the plans are intended to identify areas that will require protective action and to provide estimated quantities for bidding purposes. Applicable erosion and sediment control measures include, but are not limited to, slope drains, protective covering, paved ditches, erosion control treatment, erosion control riprap, sediment basins, sediment traps, temporary silt fences, temporary filter barrier, diversion dikes, rock check dams, inlet protection, erosion control mulch, temporary seeding, tree protection and construction entrances.

All E&S items shall be constructed according to the details shown on the plans and/or shown in the Virginia Erosion and Sediment Control Handbook, Chapter 3, State Minimum Criteria, Standards and Specifications.

SP-8 Measurement and Payment

The Contractor will be paid by the County on a monthly basis after Prince William County has reviewed and approved the monthly Construction Schedule/Progress Report.

SP-9 INCLEMENT WEATHER

The Contract time shall not be adjusted for normal inclement weather. The Contractor must substantiate to the satisfaction of the Engineer that there was greater-than-normal inclement weather considering the full term of the contract time and using a ten-year average of accumulated record mean values from climatological data compiled by the US Department of Commerce, National Oceanic and Atmospheric Administration (N.O.A.A.) for the locale of the Project and that such alleged greater-than-normal inclement weather actually delayed the work or portions thereof that had an effect upon the contract time. If the total accumulated number of calendar days lost due to inclement weather from the start of Work until final completion exceeds the norm (as previously defined) for the same period, then the Engineer will consider an extension of time for contract completion.

The supporting data shall include an analysis showing the actual impact of the weather on the Construction Schedule. No adjustments in the Contract time shall be allowed if the weather did not directly impact the critical path.

SP-10 CONSTRUCTION SAFETY AND HEALTH STANDARDS

- A. The Contractor shall be fully and solely responsible for conducting all field operations under this Contract at all times in such a manner so as to avoid the risk of bodily harm to persons and damage to property. The Contractor shall continually and diligently inspect all work, materials and equipment to discover conditions, which might involve such risks and shall be solely responsible for discovery and correction of such conditions.
- B. The Contractor shall furnish safety equipment, test equipment, safety apparel and shall enforce the use of such equipment by its employees and the employees of any of its subcontractors for all Work conducted in the field at any of the work areas.
- C. The Contractor shall be totally responsible for its own first-aid and other medical treatment of its employees and its subcontractor's personnel of any tier for work conducted at any of the field work areas.
- D. The Contractor and its subcontractors shall take measures to protect the public's safety as well as the safety of their employees and all persons at or on the work site. Such measures shall include, but are not limited to, providing protection barriers and barricades, signs, navigation lights and buoys where marine work may be involved, and all other measures required for compliance with all applicable laws and regulations. The Contractor's responsibility for safety shall apply continuously twenty-four (24) hours per day during the term of this Contract and shall not be limited to normal working hours. The Engineer and the Department, and its agents and consultants shall not be responsible in any way for the methods selected by the Contractor in discharging its exclusive responsibility for safety of its work hereunder.

- E. Prior to commencement of the Work, the Contractor shall develop and implement a Health and Safety Plan which is in compliance with applicable Federal, state, local labor and occupational safety procedures, shall be submitted to the Department within five (5) days after the date of Notice-to-Proceed and in no event later than commencement of work, whichever occurs first.
- F. The Contractor shall designate a trained, qualified Field Safety Representative who shall be empowered to monitor and enforce the Health and Safety Plan. No Work shall commence prior to acceptance of the Field Safety Representative by the Engineer. The Field Safety Representative shall participate in periodic meetings with the Contractor's personnel and shall prepare a monthly summary of injuries and man hours lost due to injuries in the field on the appropriate OSHA forms. The Contractor shall be solely responsible for compliance by its employees, and employees of its subcontractors, with the directives of the Field Safety Representative.
- G. The Contractor shall at all times provide safe access to the Work for the Engineer and his staff and for all consultants for the purpose of inspecting the work performing and all necessary or required testing. Work that is not tested or inspected due to failure to provide safe access to the work are subject to rejection and will not be paid for until approved by Engineer.
- H. It is the Contractor's sole liability for the safety of the work-site and for the selection of all means, methods, techniques, sequences or procedures of construction and the safety precautions and programs incident thereto. The Engineer, the Department, its officers and employees and consultants operating on behalf of the Department shall not be responsible for safety on site as a result of their inspection, testing or administration work.

SP-11 SHOP AND WORK DRAWINGS

All shop drawings, working drawings, detail sheets, materials and sample submittals required by the Contract shall be indicated on the Construction Schedule. The Construction Schedule shall include at least 45 day review, approval and/or correction period including re-submittal time. All submittals are to be made, in the form and the number specified in the Specifications, to the Construction Engineer who will be responsible for logging, checking, transmitting to the relevant approving entity, expediting and returning to Contractor for action all reviewed submittals. The County shall use its best efforts available in ascertaining a timely review.

SP-12 AS-BUILT DRAWINGS AND SPECIFICATIONS

The Contractor shall maintain at the Field Office a complete set of full-size plans and specifications. During the Contract the Contractor shall mark-up these plans and specifications concurrent with changes in the work in order to maintain an as-built record of the work. The Engineer will review these as-built plans and specifications monthly to verify that they are being kept current.

The Contractor shall also provide as-built plans in electronic format (CAD) to the Engineer. With the as-built drawings and specifications, the Contractor shall submit a certification signed by an officer of the company that all work has been completed in accordance with the Plans and Specifications with the exception of the changes noted on the as-built plans and specifications.

SP-13 ADJUSTMENT FOR FUEL

There shall be no adjustment for fuel on this project.

SP-14 CONSTRUCTION SIGNS

The Contractor shall furnish and install construction sign panels and posts necessary for maintenance of traffic, including those designating the beginning and end of construction. The Contractor shall be required to place construction signs in strict accordance with Sections 512, 701, 703 and 704 of the Virginia Department of Transportation Road and Bridge Specification dated 2016 and the Virginia Work Area Protection Manual dated 2011 Edition Rev 1 April 1, 2015 and the latest version of the manual on Uniform Traffic Control Devices (MUTCD) . The Contractor shall furnish wood posts and hardware for use with the temporary sign panels. The Contractor shall be responsible for covering, uncovering, or removing and reinstalling existing signs which conflict with the signs needed for maintenance of traffic. The Contractor shall also furnish and install flags for the temporary sign panels as directed by the Engineer. Signs shall be installed and attached to supports in accordance with WSP-1 of the *Road and Bridge Standards*. When permitted by the Engineer, the Contractor may furnish portable stands for mounting the temporary sign panels. Portable stands shall accommodate signs of all standard shapes, including octagonal and triangular and have a flag holder, which will accommodate three flags as an integral part of the unit. The portable stand shall have adjustable legs capable of adjusting to uneven surfaces. While supporting a 16 square feet rigid sign panel, the stand shall withstand 50 mph winds without tipping over or rotating more than ± 5 degrees about its vertical axis without the use of tie downs or ballast of any kind. The complete unit shall not exceed 40 pounds. When geometric conditions or right of way prevent the use of portable stands conforming to the above requirements, the Contractor may use tripod sign stands. The Contractor shall erect, maintain, move and be responsible for the security of all sign panels and shall ensure an unrestricted view of sign messages for the safety of traffic.

Flexible sign base materials will be permitted for use only from 1 hour after sunrise to 1 hour before sunset. During periods of low visibility, such as darkness, fog, rain, snow, or heavy overcast, temporary sign panels constructed of flexible sign base materials shall not be used.

Flexible sign base materials shall be of sufficient density so the messages are legible even when direct sunlight is focused on the backside of the material.

Providing and installing all necessary construction signs and posts for the duration of the project is a part of the L.S. Bid.

SP-15 WORK HOUR RESTRICTIONS

- a) Lane closures may be permitted subject to approval from the county, for short duration only, during off-peak traffic hours defined as any time from 9:00 a.m. to 3:30 p.m. and after 9:30 p.m. until 5:00 a.m., provided noise ordinances are not violated. Appropriate provisions for flagging traffic flow shall be provided through the duration of lane closure.
- b) No lane closures will be permitted even for short durations during peak traffic hours which are defined for purposed of this contract as between 6:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 7:00 p.m.

- c) Lane closures will not be permitted after 12:00 Noon on a day preceding an official holiday or holiday weekend, nor before 12:00 Noon on the day after a holiday or holiday weekend.
- d) Construction work shall be planned to avoid disruption of access and if necessary provide alternative access.

SP-16 TOWN OF QUANTICO – BASE PERMIT REQUIREMENTS

The contractor shall be responsible for obtaining Excavation Permit as required by Quantico MCC Base Public Work Office prior to any digging.



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703 Fax (703) 792-4611

PRINCE WILLIAM COUNTY **ROAD/HIGHWAY CONSTRUCTION CONTRACT**

CONTRACT NO.: **XXXXX**

VDOT (NFO) EN14-076-106, UPC 106134 FHWA No. TEA-5A01(688)

SUBJECT: QUANTICO PLANT REESTABLISHMENT

Between:

**PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS 1 COUNTY
COMPLEX COURT
PRINCE WILLIAM, VIRGINIA 22192-9201 (703) 792- 6770**

And the Contractor:

TEL.:

FAX:

E-mail:

REPRESENTATIVE:

This Contract is prepared in accordance with all applicable requirements of Federal Acquisition Regulations (FAR) on behalf of Federal Highway Administration (FWHA), VDOT Road and Bridge Specifications Handbook as supplemented by Prince William County, and Purchasing Regulations of Prince William County, which are incorporated herein by reference.

This Contract made in two (2) original counterparts, is entered into this **day** **of** **, 2017**
by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, or assignee, hereinafter called the party of the first part (Owner) or (County) and _____, hereinafter called the party of the second part (Contractor) for project entitled _____ identified herein, on the following terms and conditions.

The Contractor agrees for the consideration herein mentioned, and at his, its or their own proper cost and expense, shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other services and supply all other things necessary, to fully and properly perform and complete the Contract in the manner and to the full extent as set forth in the plans, standard specifications, supplemental specifications, general special provisions, Contract Special Provisions, VDOT Copied Notes to be listed, VDOT special provisions, (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Owner and which are hereby adopted and made part of this Contract Agreement as completely as if incorporated herein, and to the full satisfaction of the Owner or their duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Contract.

A. Definitions

As used in this Contract the terms are defined as follows:

County: Prince William County, Virginia
Owner: Prince William Board of County Supervisors (PWC)
Board: Board of County Supervisors of Prince William, Virginia
Prince William County, Virginia
Department: PWC Department of Transportation
Engineer: PWC Director of Transportation
Contract Administrator: PWC Director of Transportation
Specifications: The general term comprising all the directions, provisions, and requirements contained in the Virginia Department of Transportation (VDOT), Road and Bridge Specifications, 2016 Edition; the VDOT 2008 Road and Bridge Standards; the County's Supplemental Specifications and Contract Special Provisions; and any addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.
VDOT: Virginia Department of Transportation

Contractor: _____ Company, Inc., whose authorized representative is _____, President, who is responsible for the performance obligation of the Contractor under this Contract.

Contract: The written instrument used for signature and execution which binds the County and Contractor and is evidence of mutual understanding and agreement between the Parties. The Contract expressly incorporates and enumerates any documents therein and referred to as the "Contract Documents".

Contract Documents: The Contract Documents are complimentary, and what is required by one shall be binding as if required by all. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work, including without limitation, all labor, materials, equipment, and furnishings required in connection therewith. Such incorporated documents customarily include, but are not limited to; Contract Special Provisions, Special Provision Copied Notes, the Plans, Prince William County Purchasing Regulations, Contractor bid response, General Conditions, Supplemental General Conditions, VDOT Road and Bridge Specifications, Special Conditions, Plans, Insurance coverages/policies, bonds, Specifications, and all Modifications, including Addenda and subsequent Change Orders.

B. Incorporation of Documents

The Contract Documents consist of this Contract, any/all laws, requirements, and regulations, the Plans, VDOT Road and Bridge Specifications, VDOT Road and Bridge Standards; Supplemental Specifications, General Special Provisions, Contract Special Provisions, Geotechnical Report, Technical Special Provisions, VDOT Copied Notes, VDOT Special Provisions, Invitation to Bid as amended by addenda, Contractor Qualification Statement, Contractor's Proposal and Summary/Schedule of Unit Prices, List of Subcontractors, Performance Bond, Progress Schedule, and Contractor's Certificate of Insurance, which are incorporated herein by reference.

C. Precedence of Documents

The VDOT Road and Bridge Specifications, the Supplemental Specifications, Contract Special Provisions, Special Provision Copied Notes, the Plans, Prince William County Purchasing Regulations, and all supplementary documents are essential parts of the Contract and any requirement occurring in one is binding as though occurring in all. They are intended as complimentary to describe and provide for completion of all of the Work. In case of a discrepancy, calculated dimensions, unless obviously incorrect, will govern over scaled dimensions. The following documents will take precedence in the order listed; with item #1 ranked in the highest precedence:

1. Prince William County Purchasing Regulations
2. This Contract
3. Addenda, issued prior to receipt of bids
4. Contract Special Provisions
5. The Plans
6. Supplemental Specifications
7. Special Provision Copied Notes
8. VDOT Road and Bridge Specifications
9. VDOT Road and Bridge Standards
10. Contractor's Bid Response

D. Statement of Work

Generally, the project consists of provide plant reestablishment plan development services for Potomac Avenue Improvements. This project begins at the intersection of Broadway Street and Potomac Avenue and extends eastward approximately 820 feet and to the intersection with River Road.

Work includes, but is not limited to, the installation of erosion control devices, clearing and grubbing, grading, excavation, landscaping, sign design & installation, recreational amenities and all measures required for the maintenance of traffic during construction. All work shall be performed in accordance with the approved project plans and bid documents. The completed project must meet any and all requirements for final acceptance by the Virginia Department of Transportation.

E. Time of Commencement and Completion

The Contractor hereby acknowledges time is of the essence to the Contract. The Contractor agrees to begin site work not later than thirty (30) calendar days after the written Notice-to-Proceed and to finally complete the entire work including, all punchlist work resulting from the final inspection by VDOT and the County, by **December 31, 2017**. The Contractor hereby declares that the Contract Time is sufficient to assure timely final completion of the work.

F. Liquidated Damages

The Contractor agrees and understands that Liquidated Damages are set in accordance with VDOT Road Bridge Specifications Section 108.6 (b) Liquidated Damages on this project for each day beyond **December 31, 2017**, in which the work including punchlist items, all submittals, and all other contractual requirements whatsoever under this project remain incomplete.

G. Contract Amount

In return for the services identified above and in the Contract Documents, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with Contractor's Schedule of Unit Prices, proposal dated_____, 2017 in the estimated total bid amount of:_____which is determined by multiplying the appropriate estimated quantities by the appropriate unit prices as set forth in the Schedule of Unit Prices. The County will make actual payment for actual quantities, which have been verified by the Engineer.

The County will pay the Contractor for all items of Work performed and accepted based upon the estimate of quantities at the Unit Prices as stated on the Schedule of Unit Prices, bid in the Proposal submitted for the Contract by the Contractor, and subject to the conditions set forth in the Contract Documents, except that payment for items of works performed may be modified under certain conditions described in the Proposal.

Each month the Virginia Department of Transportation (“VDOT”) publishes an average state-wide PG 64-22 F.O.B. price per ton Asphalt Price and Fuel Adjustments data chart indicating the price per ton of asphalt developed from the average terminal prices provided to the VDOT from suppliers of asphalt cement to contractors doing work in Virginia. The monthly state-wide average price is posted on the VDOT Scheduling and Contract Division website. The asphalt price is listed by both Short Ton and Metric Ton for each month.

The Owner shall pay the Contractor payments based on the listed VDOT Asphalt Price and Fuel Adjustments data chart month of **August 2017** and not the actual price paid by Contractor for asphalt. After the Change Order is entered the Contractor and Engineer will agree to an appropriate adjustment on the monthly progress estimate; however, such adjustment will not affect the Contractor’s Schedule for progress determination or Contract Time.

H. Examination of Records

Contractor agrees the County or any of its duly authorized representatives shall, until the expiration of five (5) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees the County or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor involved in transactions related to the subcontract. The term “subcontract” as used in this clause excludes subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public. The periods of access and examination described above shall continue until any litigation or claims shall have been finally disposed of.

The Contractor shall maintain books; records, and accounts of all costs in accordance with generally accepted accounting principles and practices. The County or its authorized representative shall have the right to audit the books, records, and accounts of the Contractor.

These provisions for an audit shall give the County unlimited access during normal working hours to the Contractor's books and records. The Contractor shall allow the County the right to interview any of the Contractor's employees.

The County will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the County's option, either during the Contract time period or during the above record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the County and are part of the County's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver of the County's right to audit, nor shall payments constitute a waiver or agreement by the County that it accepts as correct the billings, invoices or other charges on which the payments are based. If the County's audit produces a claim against the Contractor, the County may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the County for the amount of the overpayment. The County's right to reimbursement from the Contractor of the overpayment and the duty of the County and the Contractor to make reimbursements or payments as described in this Article shall not be terminated or waived until the County has completed its audit.

I. Subcontractor Payment Provisions

In the event the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to the following:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the County and any subcontractors, in writing, of its intention to withhold all or a part of a subcontractor's payment with the reason for nonpayment.
2. The Contractor is obligated to pay interest to a subcontractor on all moneys owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1(b) of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth in subsections 1, 2, and 3 of this section with respect to each lower-tier subcontractor.

J. Employment Discrimination

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

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase orders over \$10,000.00, so the provisions is binding upon each Subcontractor or Contractor.

K. Modifications or Changes to This Contract

All modifications and changes to this Contract shall be in writing.

The Head of the using department for this Contract, with the concurrence of the Purchasing Manager, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated a "Change Order". Such orders are limited to reasonable changes in the supplies, services or work performed or the time of performance; provided the Contractor shall is not excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

Contractor need not perform any work described in any Change Order unless it has received a written certification from the County there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or services. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

L. Termination for Convenience of the County

The parties agree the County may terminate this Contract or any work or delivery required hereunder, from time-to-time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interest of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as necessary to perform portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages sustained by him as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the services not delivered, or those services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

In the event the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of the work performed;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph 4 above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of services not terminated.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may seek remedy to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

M. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

N. Drug-free Workplace Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees 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 taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by the Contractor it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase orders of over \$10,000.00, so the provisions are binding upon each subcontractor or contractor.

For the purpose of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

O. Indemnification and Hold Harmless

The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents, employees, and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries, including cost of investigation, all reasonable attorney’s fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees, and volunteers, in connection with Work under this Contract.

The Contractor further acknowledges and understands that the construction of this project must be performed in accordance with, and pursuant to a Construction Permit which has been granted to Prince William County.

The Contractor hereby agrees to defend at its own expense, indemnify and hold harmless Prince William County, its successors and assigns, from and against all costs, liabilities, damages, fines, mitigation, and obligations of any type, resulting from any violation of the terms and conditions of the permit in the Contractor’s (or any subcontractor’s) construction of the Project.

P. Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for purposes of this Contract, then the County may terminate this Contract upon thirty (30) calendar days prior written notice to the Contractor. Should termination be accomplished in accordance with this section, the County shall be liable only for payments due through the date of termination.

Q. Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed exclusively by the Constitution and laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with, or incident to this Contract, shall be litigated, if at all in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, Alexandria Division, and any appropriate appellate Court thereof, to the exclusion of any other state, territory, country or other jurisdiction.

The Contractor represents and covenants that the articles, materials, and services furnished hereunder shall be produced and rendered in accordance with all applicable federal, state, and County local laws, regulations, codes, ordinances, requirements, and orders, including, but not limited to, all applicable environmental laws, rules, ordinances, codes, requirements, regulations, and orders, the applicable provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable unemployment and workers' compensation laws, rules, and regulations. The Contractor also covenants and warrants the products and/or services supplied hereunder shall comply with all current applicable federal and state Occupational Safety and Health Acts and all current applicable rules, regulations, and standards.

R. Claims/Disputes Provision

In accordance with Section 2-2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 2.2-4365 VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365 VA Code Ann.

Notice of the intent to submit a claim setting forth the bases for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator.

The Director of Finance shall reduce his or her decision on the claim in writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the date of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by furnishing the Purchasing Manager a copy of the claim, along with a request for determination decision on the claim in writing within forty five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contractor shall be the same as that for other decisions of the Board on claims made under Section 15.2- 1245, et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

S. Independent Contractor Status

The Contractor is at all times herein acting as an independent contractor in the performance of this Contract, and that the Contractor, his subcontractors, their agents, employees, and officers are not employees of the County for any purposes.

T. Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the prior express written permission of the County.

U. Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-3477; VA. Code Ann., and that all amounts received by it are in accordance with therewith.

V. Immigration Reform and Control Act

The Contractor agrees it will not during the performance of this Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits knowing employment of unauthorized aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of the Contract for default and agrees to include a similar provision in any subcontract.

W. Integration Clause

Written on this date shown above, this Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the Provision described herein.

**BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA**

COMPANY NAME,

BY: Authorized County Representative

BY: Authorized Contractor Representative

Signature

Authorized Signature

Printed/Typed Name

Printed/Typed Name

Title

Title

ATTEST:

Adam Manne, Purchasing Manager

APPROVED AS TO FORM

County Attorney

Date

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT**

**VDOT SPECIAL PROVISIONS
AND SPECIAL PROVISION COPIED NOTES TO
VIRGINIA DEPARTMENT OF TRANSPORTATION
ROAD AND BRIDGE SPECIFICATIONS
DATED 2016**

The following lists all **VDOT Special Provision Copied Notes** (herein under) which govern the work and are incorporated:

cn100-000025-00	General Project Requirements, SSs, SPs, & SPCNs
cn100-000050-01	VDOT SSs SPs SPCNs
cn100-000051-00	VDOT SSs SPs SPCNs
cn102-050100-00	Preparation to Bid
cn105-010100-00	Sect 105.01 Notice to Proceed
cn109-000110-00	No Fuel Adjustment Eligibility for Specific Schedule Items
cn109-000120-00	No Steel Price Adjustment Eligibility for Specific Schedule Items

The following lists all **VDOT Special Provisions (S and SU) and Supplemental Specifications (SS)** (herein under) which govern the work and are incorporated:

SP0F0-000100-00	Predetermined Minimum Wage Rates
SP0F0-000130-00	Required Contract Provisions, Federal-Aid Construction Contract
SP0F0-000150-00	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
SP102-050100-00	Use of Domestic Material (Buy America)
SQ105-060110-00	Subcontracting (Federal Funded Projects)
SQ107-150100-00	Section 107.15 (MBE/SWaM)
SS106-002016-01	Section 106 Control of Material
SP108-000100-00	Progress Schedule for Category I Projects

cn100-000025-00

GENERAL PROJECT REQUIREMENTS, SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)

This project shall be constructed according to: the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008; the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015; 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; and the Supplemental Specifications, Special Provisions and Special Provision Copied Notes in this contract. The status in the Contract of each of these documents will be according to Section 105.12 of the Specifications.

Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date.

The information at the top and left of each Special Provision Copied Note in this contract is file reference information for Department use only. The information in the upper left corner above the title of each Supplemental Specification and Special Provision in this contract is file reference information for Department use only..

The Department has identified the system of measurement to be used on this particular project as imperial. Any imperial unit of measure in this contract with an accompanying expression in a metric unit will be referred to hereinafter as a “dual unit” measurement. Such a “dual unit” measurement is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis “()” or brackets “[]” where parenthesis is used in the sentence to convey other information. Where a “dual unit” of measure appears in this project, only the imperial unit will apply. The accompanying metric unit shown is not to be considered interchangeable and mathematically convertible to the imperial unit and shall not be used as an alternate or conflicting measurement.

7-12-16 (SPCN)

[cn100-000050-01](#)

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 2016 for both imperial and metric unit projects. References to the “Road and Bridge Standard(s)” shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008 for both imperial and metric unit projects. References to the “Virginia Work Area Protection Manual” shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015 for imperial and metric unit projects. 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 for imperial and metric unit projects.

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 publication(s) 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 2016. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 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.

The system of measurement to be used in this project is stated elsewhere in

this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as "dual unit measurement" documents. Such a "dual unit measurement" is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "()" or brackets "[]" where parenthesis is used in the sentence to convey other information. Where a "dual unit measurement" appears in VDOT documents, the unit that applies shall be according to the system of measurement as stated elsewhere in this contract. The unit shown that is not of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

10-6-16 (SPCN)

[cn100-000051-00](#)

**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 2016 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 for both imperial and metric unit projects. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015 for imperial and metric unit projects. 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 for imperial and metric unit projects.

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 publication(s) 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 2016. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 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.

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as “dual unit measurement” documents. Such a “dual unit measurement” is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis “()” or brackets “[]” where parenthesis is used in the sentence to convey other information. Where a “dual unit measurement” appears in VDOT documents, the unit that applies shall be according to the system of measurement as stated elsewhere in this contract. The unit shown that is not of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

10-6-16 (SPCN)

[cn102-050100-00](#)

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)

[cn105-010100-00](#)

SECTION 105.01—NOTICE TO PROCEED — The Notice to Proceed date for this contract will be **fill-in date**.

7-12-16 (SPCN)

[cn109-000110-00](#)

NO FUEL ADJUSTMENT ELIGIBILITY FOR SPECIFIC SCHEDULE ITEMS — If the fuel adjustment form(s), as required in the special provision for **Optional Adjustment for Fuel**, is not included in the Contract for a specific schedule, the items in that schedule are **not** eligible for fuel adjustment.

9-3-08; Reissued 7-12-16 (SPCN)

[cn109-000120-00](#)

NO STEEL PRICE ADJUSTMENT ELIGIBILITY FOR SPECIFIC SCHEDULE ITEMS — If the steel price adjustment form(s), as required in the special provision for **Price Adjustment For Steel**, is not included in the Contract for a specific schedule, the items in that schedule are **not** eligible for steel price adjustment.

12-10-09; Reissued 7-12-16 (SPCN)

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

A handwritten signature in black ink, appearing to read "E. Irving Manger", is written over a small, faint circular stamp.

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

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

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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.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the Contract is to be performed.

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

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246. as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0

	VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll; VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland; VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski; VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista; VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg; VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA		
	SMSA Counties:	
	6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
	VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.	
	6760 Richmond, VA	24.9
	VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
	Non-SMSA Counties	27.9
	VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:		
	SMSA Counties:	
	5680 Newport News- Hampton, VA	27.1
	VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
	5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
	NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
	Non-SMSA Counties	29.7
	NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:		
020 Washington, DC.		
	SMSA Counties:	
	8840 Washington, DC - MD - VA	28.0
	DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
	Non- SMSA Counties	25.2
	MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:		
052 Johnson City - Kingsport - Bristol, TN - VA		
	SMSA Counties:	
	3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
	TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott; VA Washington; VA Bristol.	
	Non-SMSA Counties	3.2
	TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:		
019 Baltimore MD		
	Non-SMSA Counties	23.6
	MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.	

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

July 26, 2013; Reissued July 12, 2016

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

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

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

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

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

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

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

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

Waivers:

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

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

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

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

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

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

Alternative Bidding Procedures:

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

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

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

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

C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate "Foreign" paper bid.

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

Certification of Compliance:

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

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

SQ107-150100-00

VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR SECTION 107.15

USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES

July 6, 2015; Reissued July 12, 2016

SECTION 107.15—USE OF MINORITY BUSINESS ENTERPRISES (MBEs) of the Specifications is retitled **SECTION 107.15—USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES** and replaced with the following:

It is the policy of the Department that Small, Women-Owned, and Minority-Owned ([SWaM](#)) Businesses shall have the maximum opportunity to participate in the performance of VDOT contracts. The Contractor is encouraged to take necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform work on the Contract, including participation in any subsequent subcontracts.

A SWaM firm shall mean a small business concern (as defined pursuant to the Code of Virginia, Title [2.2-1401](#)) for the purpose of reporting small, women-owned, and minority-owned business participation in VDOT contracts and purchases pursuant to [§§ 2.2-1404](#) and [2.2-1405](#). To that end the following terms shall apply:

Small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less.

Women-owned business means a business concern that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority individual means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

1. African American means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. Asian American means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. Hispanic American means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. Native American means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
5. a member of another group, or other individual, found to be economically and socially disadvantaged by the [Small Business Administration](#) under [8\(a\)](#) of the [Small Business Act](#) as amended ([15 U.S.C. 637\(a\)](#)).

State agency means any authority, board, department, instrumentality, institution, agency, or other unit of state government. "State agency" shall not include any county, city, or town.

A list of Virginia Department Small Business and Supplier Diversity (SBSD) certified SWaM firms is maintained on the SBSD web site (<http://www.sbsd.virginia.gov>) under the [SWaM Vendor Directory](#) link.

SWaM certification entitles firms to participate in <https://www.sba.gov/>; however, this certification does not guarantee that the firm will obtain work nor does it attest to the firm's abilities to perform any particular work.

The Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of actively and effectively administering, encouraging and promoting a responsive program for the use of SWaM firms.

The performance of the Contract for the purpose of this specification shall be interpreted to include, but not necessarily be limited to, subcontracting; furnishing materials, supplies, and services; and, leasing equipment or where applicable, any combination thereof.

If the Contractor intends to sublet a portion of the work on the project in accordance with the provisions of [Section 105.06](#) of the Specifications, the Contractor is encouraged to seek out and consider SWaM firms as potential subcontractors. The Contractor is encouraged to contact SWaM firms to solicit their interest, capability, and prices and shall retain on file the proper documentation to substantiate such contacts.

The Contractor shall report SWaM subcontractor and vendor payments in accordance with the Special Provision for **Section 105.06–Subcontracting**.

If any subcontractor is relieved of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a SWaM subcontractor to perform an equal or greater dollar value of the remaining subcontracted work. The substitute subcontractor's name, description of the work, and dollar value of the work shall be submitted to the Department on [Form C-31](#) prior to such subcontractor beginning the work.

VIRGINIA DEPARTMENT OF TRANSPORTATION
2016 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 106—CONTROL OF MATERIAL

SECTION 106—CONTROL OF MATERIAL of the Specifications is amended as follows:

Section 106.08—Storing Materials is amended to replace the third paragraph with the following:

Chemicals, fuels, lubricants, bitumens, paints, raw sewage, and other potential pollutant-generating materials as determined by the Engineer or defined in the VPDES *General Permit For Discharge of Stormwater from Construction Activities* shall not be stored within any flood-prone area unless no other location is available. A flood-prone area is defined as the area adjacent to the main channel of a river, stream or other waterbody that is susceptible to being inundated by water during storm events and includes, but is not limited to, the floodplain, the flood fringe, wetlands, riparian buffers or other such areas adjacent to the main channel. If stored in a flood-prone area, the material shall be stored in one or more secondary containment structures with an impervious liner and be removed entirely from the flood-prone area at least 24 hours prior to an anticipated storm event that could potentially inundate the storage area. Any storage of these materials outside of a flood-prone area that is in proximity to natural or man-made drainage conveyances where the materials could potentially reach a river, stream, or other waterbody if a release or spill were to occur, must be stored in a bermed or diked area or inside a secondary containment structure capable of preventing a release. Any spills, leaks or releases of such materials shall be addressed according to Section 107.16(b) and (e) of the Specifications. Accumulated rain water shall be pumped out of impoundment or containment areas into approved filtering devices. All proposed pollution prevention measures and practices must be identified by the Contractor in his Pollution Prevention Plan as required by the Specifications, other Contract documents and/or the VDPES *General Permit for Discharge of Stormwater from Construction Activities*.

[SQ105-060110-00](#)

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.

[cn108-010100-00](#)

SECTION 108.01—PROSECUTION OF WORK is amended to add the following:

Once the Contractor has begun work on a given schedule or portion thereof he shall endeavor to prosecute such work fully and continuously according to the details and requirements of the Contract to its completion. In the event the Contractor has to temporarily suspend the work on a given schedule or portion thereof he shall notify the Engineer at least 24 hours in advance of the time and date he plans to pull off the work site. Prior to leaving the work site, the Contractor shall ensure the work site has been properly and safely secured to protect the traveling public according to the provisions of the *Virginia Work Area Protection Manual*, the *MUTCD*, Section 512 of the Specifications, and other requirements included in the Contract.

8-17-10; Reissued 7-12-16 (SPCN)

General Decision Number: VA170135 01/06/2017 VA135

Superseded General Decision Number: VA20160135

State: Virginia

Construction Type: Highway

Counties: Alexandria*, Arlington, Clarke, Culpeper, Fairfax, Fairfax*, Falls Church*, Fauquier, Fredericksburg*, King George, Loudoun, Manassas Park*, Manassas*, Prince William, Spotsylvania, Stafford and Warren Counties in Virginia.

*INDEPENDENT CITIES

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUVA2013-010 09/20/2013

	Rates	Fringes
ASBESTOS WORKER.....	\$ 16.91	
CARPENTER (STRUCTURE).....	\$ 16.02	
CEMENT MASON/CONCRETE FINISHER...	\$ 21.71	
ELECTRICIAN.....	\$ 29.27	
FORM SETTER.....	\$ 14.00	
IRONWORKER, REINFORCING.....	\$ 34.18	

IRONWORKER, STRUCTURAL.....\$ 19.13

LABORER

Asphalt Raker.....\$ 15.85
Blaster.....\$ 35.00
Construction Worker I
(Skilled Laborer).....\$ 15.77
Construction Worker II
(Laborer).....\$ 14.14
Deckhand.....\$ 13.00
Fence Erector.....\$ 14.41
Flagger.....\$ 13.64
Grade Checker.....\$ 13.42
Guardrail Erector.....\$ 22.15
Landscape Worker.....\$ 11.97
Pipe Layer.....\$ 19.00
Power Tool Operator.....\$ 15.00
Sign Erector.....\$ 25.00

MASON (STRUCTURE).....\$ 17.64

PAINTER.....\$ 15.00

PLUMBER.....\$ 25.00

POWER EQUIPMENT OPERATOR:

Air Compressor.....\$ 13.50
Asphalt Distributor.....\$ 18.64
Asphalt Paver.....\$ 19.35
Backhoe.....\$ 20.59
Boom/Auger.....\$ 20.29
Bulldozer (Utility).....\$ 15.50
Bulldozer.....\$ 20.40
Concrete Finish Machine
Operator.....\$ 18.54
Concrete Finisher Machine
Screed Operator (Bridge)....\$ 14.60
Concrete Paving Machine
Operator.....\$ 20.75
Concrete Pump Operator.....\$ 33.00
Concrete Saw Operator.....\$ 16.00
Crane, Derrick, Dragline
(1 cm & under).....\$ 24.53
Crane, Derrick, Dragline
(over 1 cm).....\$ 25.00
Crusher Tender.....\$ 14.25
Drill Operator.....\$ 15.70
Excavator (Gradall).....\$ 19.32
Front End Loader (2 cm &
under).....\$ 19.00
Front End Loader (over 2
cm).....\$ 20.42
Hydro Seeder.....\$ 17.13

Log Skidder Operator.....\$ 18.50
Mechanic.....\$ 21.75
Mobile Mixer.....\$ 17.00
Motor Grader (Fine Grade)...\$ 27.25
Motor Grader (Rough Grade)..\$ 13.58
Oiler, Greaser.....\$ 14.00
Pavement Marking Operator...\$ 17.00
Pavement Marking Truck
Operator.....\$ 16.72
Pavement Planing Groundman..\$ 19.75
Pavement Planing Operator...\$ 19.25
Pile Driver Operator.....\$ 20.35
Pile Driver, Leadsman.....\$ 21.32
Pipe Boring/Jacking
Machine Operator.....\$ 16.00
Plant Operator.....\$ 14.88
Roller (Finish).....\$ 17.94
Roller (Rough).....\$ 17.06
Scraper Pan Operator.....\$ 13.00
Shot Blast Machine Operator.\$ 16.02
Shovel Operator (2 yds and
under).....\$ 16.00
Shovel Operator (over 2
yds).....\$ 25.00
Slip-Form Paver.....\$ 21.00
Slurry Seal Paver Machine
Operator.....\$ 13.75
Slurry Seal Paver Truck
Operator.....\$ 10.32
Stabilizer Operator.....\$ 15.70
Stone-Spreader.....\$ 13.35
Subgrade Machine Operator...\$ 19.00
Tractor Operator, Crawlers..\$ 12.47
Tractor Operator, Utility...\$ 12.25
Trenching Machine.....\$ 29.87
Vacuum Machine.....\$ 18.20

TRAFFIC SIGNALIZATION:

Traffic Signal Installation.....\$ 21.16

TRUCK DRIVER

Fuel & Lubricant Service
Truck Driver.....\$ 17.73
Transit Mix Truck Driver....\$ 15.00
Truck Driver (Multi-Rear
Axle).....\$ 16.69
Truck Driver (Single Rear
Axle).....\$ 17.50
Truck Driver (Tandem Rear
Axle).....\$ 16.91
Truck Driver, Heavy Duty....\$ 17.29

WELDER.....\$ 18.15

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

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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.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

**APPLICATION FOR PAYMENT
CONTRACTOR'S REQUEST FOR PAYMENT**

CONTRACT NO.: _____

DATE: _____ REQUEST FOR PAYMENT NO. _____

SUBMISSION OF (Check One as applicable):

_____ Progress Payment _____ Semi-Final Payment _____ Final Payment

ORIGINAL CONTRACT AMOUNT

	\$
(1) ORIGINAL WORK EARNED	\$
(2) CHANGE ORDER WORK EARNED	\$
(3) TOTAL AMOUNT EARNED (1+2)	\$
(4) TOTAL RETAINAGE EARNED	\$
(5) TOTAL RETAINAGE WITHHELD *	\$
(6) RETAINAGE WITHHELD "Thru last Request"	\$
(7) TOTAL AMOUNT OF RETAINAGE THIS REQUEST	\$
(8) AMOUNT PREVIOUSLY INVOICED	\$
(9) SUB TOTAL (3-5)-8	\$
(10) MATERIALS ON HAND	\$
(11) PRICE ADJUSTMENT "ASPHALT"	\$
(12) PRICE ADJUSTMENT "STEEL GUARD RAIL"	\$
(13) AMOUNT DUE THIS INVOICE (9+10+11+12)	\$

(*) 5 percent of amount earned

Note: Submission of Final Application for Payment shall be for Retainage only.

Owner/County Action:

County Resident Engineer: _____

Approved By: County of Prince William

Signed: _____

Date: _____

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

CHANGE ORDER APPROVAL

Date _____ No. _____

Contract No. _____

OWNER'S IFB/PROJECT NO.
PROJECT _____

QUANTICO PLANT REESTABLISHMENT

CONTRACTOR _____

CONTRACT FOR _____

TO: _____
CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

ATTEST

Purchasing Manager

BY _____

DATE_____, 20 ____

The total amount of this Change Order includes all amounts necessary to pay for and cover any and all Contract's overhead, administrative fees, profits, labor and equipment charges and any delay claims or other chargers associated with the extension of time for Contract completion granted by the Change Order.

Nature of Changes
Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order \$ _____

Net (Increase) (Decrease) Resulting from this _____

Change Order \$ _____

Current Contract Price Including This
Change Order \$ _____

Contract Time Prior to This Change Order _____
(Days or Date)

Net (Increase) (Decrease) Resulting from
this Change Order _____
(Days)

Current Contract Time Including this
Change Order

The Above Changes are Approved

ENGINEER

BY _____

DATE _____, 20 _____

The Above Changes are Approved

CONTRACTOR

BY _____

DATE _____, 20 _____

The Above Changes are Approved

OWNER

BY _____

DATE _____, 20 _____

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

CONSTRUCTION CHANGE ORDER DIRECTIVE

DATE:

C/O DIR. NO.

CONTRACT NO.

PROJECT NO (If applicable):

CONTRACT TIME: (project final completion date)

CONTRACTOR:

ADDRESS/CITY/STATE/PHONE:

CHANGE ORDER REQUESTED BY:

TO: _____.
CONTRACTOR

You are directed to make the changes noted below in this Change Order Directive.

A Construction Change Directive is a written order prepared by the Engineer/County and signed by the County and Engineer, directing a change in the Work prior to agreement or adjustment, if any, in the Contract Sum or Contract Time, or both.

This Change Order Directive is prepared in accordance with Virginia Department of Transportation Road and Bridge Specifications dated 2016, as modified by Prince William County Supplemental Specifications, Section 109.05.

Nature of Changes: This Change Order Directive is to *(fill in complete and detailed description of work)*.....

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum/Contract Unit Prices, the method and the adjustment shall be determined by the County on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and furnish, in such form as the County may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section shall be limited to the following:

1. costs of labor, including social security, and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. additional costs of supervision and field office personnel directly attributable to the change.

Pending final determination of the total cost of a Construction Change Directive to the County, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the County will make an interim determination for purposes of monthly certification for payment for those costs as acceptable to the County. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

The County reserves the right to request the Contractor submit a Cost Proposal to perform the changes in the Work. The Cost Proposal shall include but, not limited to; a complete breakdown in a form showing all units of labor, materials, equipment for project overhead and profit. Such information shall include any/all supporting documentation/invoices for work provided by subcontractors and materials from suppliers.

If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result, a Work Change Directive shall be ordered by the County and a claim may be made therefor as provided herein.

When the County and Contractor agree with the determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

ACKNOWLEDGEMENTS

The Contractor is directed to proceed with changes:

ENGINEER

BY _____

DATE_____, 20 ____

The Above Changes are Authorized:

COUNTY

BY _____

DATE_____, 20 ____

The Contractor agrees to commence immediately with changes described in this Change Order Directive.

Acknowledgement:

CONTRACTOR

BY _____

DATE_____, 20 ____

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

PERFORMANCE BOND

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

Name of Contractor: _____

Address of Contractor: _____

_____, a
(Corporation, Partnership or Individual), hereinafter called Principal, and (Name of Surety)
_____, hereinafter
called Surety, are held and firmly bound unto Prince William County Board of Supervisors, 1 County
Complex Court, Prince William, Virginia 22192, hereinafter may also be referred to as Owner, in the
sum of:

(100% of Contract Amount)
dollars, (\$_____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents. Performance Bond No. _____

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the Owner, which is incorporated herein by reference and made hereto, dated the _____
day of _____, 20____, Contract No. _____ for the Project entitled

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the County of Prince William, with or
without notice to the Surety and during one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the County of Prince
William from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the County of Prince William all outlay and expense which the County of Prince
William may incur in making good any default, then this obligation shall be void; otherwise to remain in
full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or the Work to be performed
thereunder or the specifications accompanying the same shall in any way affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the Contract or to the Work or to the Specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
shall be deemed an original, this the _____ day of _____, 20_____.

IMPORTANT: Surety companies executing bonds must be licensed to do business in the Commonwealth of Virginia. The Surety Corporation providing the bond for this project shall obtain a written release from the Prince William County prior to releasing the bond before the expiration date. Surety must have AM Best Rating of A+ or better. Attach AM Best Rating Guide Card to Bond. Date of bond must **not** be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PRINCIPAL

WITNESS TO PRINCIPAL

BY: _____ **(L.S.) BY:** _____
Principal Signature Witness Signature

Typed/Printed Name Typed/Printed Name

SURETY (Power of Attorney)

BY: _____
Power of Attorney Signature

(AFFIX SEAL)

Typed/Printed Name

SURETY (VIRGINIA RESIDENT AGENT)

BY: _____
Signature Agent Company

Typed/ Printed Name Address

Phone Number City/ State

**PRINCE WILLIAM COUNTY
QUANTICO PLANT REESTABLISHMENT
VDOT PROJECT EN01-287-142 UPC 106532 FHWA No. TEA-5A01(833)**

LABOR AND MATERIALS PAYMENT BOND

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

Name of Contractor: _____

Address of Contractor: _____

_____, a
(Corporation, Partnership or Individual), hereinafter called **Principal**, and (Name of Surety)
_____, hereinafter
called **Surety**, are held and firmly bound unto **Prince William County Board of Supervisors, 1**
County Complex Court, Prince William, Virginia 22192, hereinafter called Owner, in the sum of:

(100% of Contract Amount)
dollars, (\$_____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents. Payment Bond No. _____

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Contract with the Owner, which is incorporated herein by reference and made a part hereto,
dated the _____ day of _____, 20____, Contract No. _____ for the
Project entitled:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,
subcontractors, and corporations furnishing materials for contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke,
repairs on machinery, equipment and tools, consumed or used in connection with the construction of
such work, and all insurance premiums on said Work and for all labor, performed in such Work
whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or the Work to be
performed thereunder or the specifications accompanying the same shall in any way affect its obligation
on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the Contract or to the Work or to the Specifications.

IMPORTANT: Surety companies executing bonds must license to do business in the Commonwealth
of Virginia. The Surety Corporation providing the Bond for this project shall obtain a written release
from the Prince William County prior to releasing bond before the expiration date. Surety must have
AM Best Rating of A+ or better. Attach AM Best Rating Guide Card to Bond. Date of bond must **not**
be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

PRINCIPAL**WITNESS TO PRINCIPAL**

BY: _____ **(L.S.) BY:** _____
Principal Signature Witness Signature

Typed/Printed Name

Typed/Printed Name

SURETY (Power of Attorney)

BY: _____
Power of Attorney Signature

(AFFIX SEAL)

Typed/Printed Name

PRINCE WILLIAM COUNTY

**PRINCE WILLIAM COUNTY
AFFIDAVIT, WAIVER OF LIEN, AND RELEASE
OF CONTRACTOR**

Project: **Quantico Plant Reestablishment**

Contractor:

Contract Dated:

Type of Work Performed or Materials Supplied:

The undersigned, for and in consideration of the payments made by Prince William County or Assignee (The "County") to the undersigned for labor employed in and/or materials furnished for the construction of the above referenced Project, does hereby acknowledge:

1. The undersigned has received payment in the sum of \$_____ for all deliveries of materials and/or for all work performed relating to the construction of the Project, for work completed through, and/or materials delivered through the _____ day of _____, 20__.
2. The undersigned does hereby forever release and discharge the County, the Project and the land upon which the Project is being constructed, from any and all causes of action, suites, debts, liens, damages, claims, and demands whatsoever in law or equity which the undersigned and/or its assigns ever had, now have, or ever will have against the County, the Project, and/or such land, by reason of delivery of materials and/or such performance of work through the date specified in paragraph one hereof, exclusive of any retainage withheld or for any pending disputes. Said retention as of the date hereof total \$_____.
3. The undersigned does hereby certify that all persons, firms or corporations who have supplied labor and/or materials to the undersigned or at the order of the undersigned in relation to the construction of the Project have been paid.
4. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

5. The undersigned does hereby certify that neither final acceptance by the County of the labor, services and/or materials nor the payment for the work by the County, shall release or discharge the Contractor from its obligations or liabilities, whether arising from the negligence of Contractor, faulty materials, services, or workmanship or from any warranties or guarantees under the Contract or applicable law.

IN WITNESS WHEREOF, the undersigned has executed this Release on the _____ day of _____, 20 ____

Name of Contractor

WITNESS OR ATTEST:

By: _____ By: _____

Title: _____

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

Notary Public

My Commission Expires: _____

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
VENDOR PAYMENT COMPLIANCE REPORT
(FEDERALLY FUNDED PROJECTS)**

(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) _____ of _____

(1a) Report No. _____
(1b) Report Period 20 _____ Oct. - Dec ☐ Jan - Mar ☐ Apr - Jun ☐ Jul - Sept ☐

(2a) Federally Funded ☐ Federally Funded Local Govt. ☐

(2b) Contractor/Subcontractor _____

(2c) Contract ID No. _____

(2d) Date _____ of _____

Execution (2e) District _____

(3) Vendor Name	(4) Tax I.D.	(5) Certification Type – Must Specify DBE, SWaM, or MBE/DBE/SWaM	(6) Payments to Vendors	
			(6a) This Quarter	(6b) To Date

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.
Signature and Title of Company Official _____ Date _____
Print Name and Phone Number of Individual Completing Report _____

**VIRGINIA DEPARTMENT OF TRANSPORTATION
INSTRUCTIONS FOR
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

- 1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.
- 1b. **Report Period**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.
- 2a. **Funding Source**
Indicate the primary funding source: Federally Funded, Federally Funded Local Government .
- 2b. **Contractor/Subcontractor**
Enter your company's name
- 2c. **Contract I.D. No.**
Enter the contract identification number assigned to your project.
- 2d. **Date of Execution**
Enter the date the contract was executed.
- 2e. **District**
Enter the VDOT District where the project under contract is located.
3. **Vendor Name**
Enter all subcontractors utilized.
4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.
5. **Certification Type**
Specify the certification type of each Vendor:
DBE – Disadvantaged Business Enterprise
SWaM – Small, Woman, and Minority-Owned Business Enterprise
Non-DBE/SWaM – Subcontractor is not certified as a DBE or SWaM business in Virginia
6. **Payments to Vendors**
Dollar amount paid to Vendors during contract.
- 6a. **Payments to Vendors this Qtr.**
Dollar amount of payment made to Vendors in reporting quarter.

- 6b. **Payments to Vendors to Date**
Total dollar amount paid to Vendors since contract execution.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Charge
July 1 – September 30	Five (5) working days after the reporting period
October 1 – December 31	Five (5) working days after the reporting period
January 1 – March 31	Five (5) working days after the reporting period
April 1 – June 30	Five (5) working days after the reporting period

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