



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE: JUNE 19, 2019

CONTRACT EXTENSION

BID TITLE: TRAFFIC CONTROL CABINETS

BID PROJECT: 0504-17 (4700007401)

CONTRACTOR: 100228
ECONOLITE CONTROL PRODUCTS INC.
883 AIRPORT PARK ROAD STE G H
GLEN BURNIE, MD 21061

CHANGE AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH JUNE 30, 2020.

SEAN WILCOX
BUYER

xc: BP FILE
BUYER
VENDOR

TERMS AND CONDITIONS

BID ITEM: TRAFFIC CONTROL CABINET

FOR: Department of Transportation

PURCHASING CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Tuesday, May 23, 2017**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Friday, May 26, 2017**.

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt if awarded the contract.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage by County departments only between 2012 and 2017.**

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **June 30, 2018**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

**FEDERAL
REQUIREMENTS:**

This is a Federal aided contract subject to the approval of the NYS DOT. The special attention of the bidder is directed to the General Note on Page 6 of this package. Whenever local contract requirements differ from Federal Requirements, the Federal Requirements will prevail.

GENERAL NOTE

In general, the New York State Department of Transportation Standard Specifications, latest revision, and all addenda in effect on the date of advertising for bids, shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Monroe County department or official shall be substituted.

The provisions of Sections 200, 300, 400, 500, 550 and 600 shall apply except for the non-standard items noted in the Technical Specifications. Materials details as stipulated in Section 700 shall apply as modified in the plans and specifications. Additionally, the information contained in "Appendix 12" in the section entitled "Requirements for Locally Administered Federal Aid Projects" in this specification book shall apply.

The Director of the Monroe County Department of Transportation shall make the final interpretations of any irregularities, ambiguities or questions arising out of these Specifications and the New York State Department of Transportation Specifications used on this project.

The special attention of bidder is directed to the following forms, which must be completed and submitted with the proposal:

- This General Notes Page with Addenda Acknowledgment as appropriate
- Debarment Certification
- Disclosure of Lobbying Activities
- Non-Collusive Bidding Certifications

ADDENDA ACKNOWLEDGEMENT:

The bidder shall date and initial each addendum issued in the lines provided below, indicating he/she acknowledges receipt of the Addenda, but he agrees that he is bound by all Addenda whether or not listed herein:

ADDENDA NUMBERS AND DATES

Number 1 – dated _____

Number 2 – dated _____

Number 3 – dated _____

Number 4 – dated _____

BIDDERS SHOULD CONTACT THE MONROE COUNTY PURCHASING OFFICE, (585) 753-1100, TO VERIFY THEY HAVE ALL ADDENDA.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

DESCRIPTION

The bidder shall furnish a suitable (NEMA 3r or better) weatherproof cabinet and terminal facility. Each new cabinet and terminal facility shall be provided completely wired by the manufacturer, with all internal components (such as back panels, shelves, terminal strips, harnesses, etc.) as well as all mounting hardware necessary to provide installation as described herein. Each new cabinet and terminal facility shall be fully assembled. Interconnections for the internal equipment complement shall be provided via the cabinet and terminal facility harness by means of mating "MS" type connectors as specified in the Nema TS-2 for type 2 cabinets and controllers ("A", "B", "C"). Wiring and cabling addition to new units in the field are expressly prohibited. "D" connector may be used as stated in the construction details.

MATERIALS

FUNCTIONAL REQUIREMENTS

The cabinet and terminal facility shall provide a weatherproof enclosure for all internal equipment. All equipment except detectors shall be shelf mounted and all terminal and panel facilities shall be placed on the lower portion of the cabinet walls below all shelves. The manufacturer shall submit a cabinet layout for each type of cabinet for review by Monroe County. Only cabinets with approved layouts will be accepted under this project.

Cabinet components as shown below: Item 4 and 6 are purchased only in quantities as required as separate purchase items. Item 5 includes the rack only. Detectors, Power Supplies, and Preemption Cards will be purchased only in quantities as required as separate purchase items.

1	Main switch and/or breaker
2	Radio Interference Filter and Suppressor
3	Surge protection and isolation (suitable for microprocessor-based equipment)
4	Three-circuit solid-state load switches (spec. # 686.802700)
5	Detector rack, with a minimum of eight (8) slots for dual-channel loop detector modules, two slots for two-channel preempt cards, and a rack slot for the power supply. The rack shall be wired as required to the various terminals to accommodate Loop detector modules, rack-mounted (spec. # 686.802900), detector power supply (spec. # 686.802910). Preempt cards are mechanically similar to loop detector cards.
6	Two-circuit solid-state flasher (spec. # 686.802500); six (6) NEMA flash transfer relays
7	Police panel (containing : auto-manual switch, auto-flash switch, manual control jack for switch)
8	Ventilation fan, continuous duty, vents and shrouded filter to create positive pressure within cabinet
9	Thermostatically-controlled heater (700 to 900 W) with integral circulator fan
10	Three (3) door-actuated switches (1 st = fans off, 2 nd = cabinet illumination, 3 rd = 'door open' alarm)

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

VENTILATION

All cabinets shall be furnished with suitable top and bottom vents. The vents shall be designed to prohibit the entry of rain, insects, and other foreign objects.

All cabinets shall be equipped with a thermostatically-controlled ventilation fan. The fan shall have a rating of (178-238CFM), be equipped with sealed ball bearings and rated for continuous operation. Replaceable air filter shall be mounted directly behind the door vent. A thermostat to control this fan shall be minimally adjustable over the range of 40 degrees F to 100 degrees F. Replaceable air filters shall be mounted directly behind the door vent. The fan shall have a protective grill to prevent injury to maintenance personnel.

All cabinets shall be equipped with a thermostatically controlled heater. The thermostat shall be able to be adjustable minimally over the Range of 30 degrees F to 80 degrees F. The heater shall be wired with appliance grade wire rated for the 900 watt heater with a low RPM circulator fan (again, with sealed ball bearings) to reduce condensation, and shall be designed, positioned and protected so as to prevent harm to operating personnel.

POLICE PANEL

All cabinets shall be furnished with a police compartment within which shall be located:

- 1) A 5/8" removable hex - head wrench handle to open the cabinet door. ***One handle shall be supplied with each cabinet.***
- 2) Auto-Flash switch to cause the controller to operate the intersection in its pre-programmed flashing mode.
- 3) Auto-Manual jack (J1) which will apply a stop time command to the controller unit upon installation of the two-meter P1 plug into J1. A push-button switch will advance the controller intervals. Removal of P1 resumes normal controller timing. One (1) P1 and pushbutton two-meter cord shall be supplied for every ten (10) cabinets.
- 4) A Signals On-Off switch to extinguish the signal faces and maintain Controller operation.

DOOR ACTIVATED SWITCH

The cabinet shall be provided with three door-actuated, hermetically sealed micro switches. One switch shall be wired to pin 16 (door open on telemetry connector) terminals on the terminal facility and shall provide a dry contact closure across these terminals when the cabinet door is opened. The second switch shall be wired to a cabinet light. The third switch removes 120VAC from the fans. Example: Micro switch #MSBZ2RW82A2

MANUAL FLASH OPERATION

The manual flash switch shall extinguish all signal indications except power to the yellow and red signals to permit programmable emergency flashing operations. The power supply to the controller shall not be affected and the controller shall continue to operate normally.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

As a minimum, terminal facilities shall be wired and configured for load switch Bays as listed below:

The Sixteen (16) load bays will be assigned as follows:

Eight (8) Bays-Phases 1-8	Four (4) Bays - overlaps A-D	Four (4) Bays - Peds 2,4,6,8
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TECH PANEL SWITCHES

There shall be four (4) toggle switches mounted on the inside portion of the main door. Each switch shall operate as follows:

1. Auto-flash switch shall command the intersection into its pre-programmed flashing mode, and the controller shall operate in a normal cycle.
2. Controller On-Off switch shall remove power to the controller and conflict monitor.
3. Auto-Off-Stop Time switch shall be a single-pole double-throw with a center off position. The off position shall disable any stop time signal from inputting to the controller. The stop time position shall apply a logic true to the controller's stop time input. The AUTO position will apply a stop time to the controller whenever a fault is detected by the conflict monitor and the intersection goes to flash.
4. Signal Power ON-OFF switch shall remove the signal power only and allow the controller unit to cycle.
5. System switch, which shall allow the controller to be set to Coordination, or to run Free.

LOGIC GROUND BUSS

A logic ground buss shall be mounted on the left side of the controller back panel, or, at least four (4) available logic ground terminals on the back panel.

CONNECTOR "D" HARNESS

Each cabinet shall have wired, to a sub-panel, a harness two (2) meters in length that mates with the connector `D` on the controller. (Econolite ASC/3-2100). See pages 10 and 11 for the 'D' connector pin out, from controller specification # 686.802819P.

TELEMETRY CONNECTOR

In addition, a 25-pin male telemetry connector is used for input of system sensor and cabinet alarm information. It is secured via spring latches (AMP p/n 745012-1). A pinout of the telemetry connector can be found at the end of this specification. A two-meter harness for this connector is required.

The flasher relay shall energize the flasher and transfer signal light circuits from controller unit to flasher. Flash relays shall be physically and functionally interchangeable with Midtex #136-4995 or equal. It shall be possible to disconnect the controller without interfering with the flash operation.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

MECHANICAL REQUIREMENTS

SIZE

Cabinets shall be provided in the following sizes:

<u>Type/Size</u>	<u>Height (inches)</u>	<u>Width (inches)</u>	<u>Depth (inches)</u>
P - CABINETS	55 Front 54 Rear	45	27

(See Appendix "A")

Type P cabinets shall be fabricated from (minimum) .125" marine-grade reinforced aluminum. In all cases, the cabinets furnished shall have clean cut, smooth appearance. All welds, mold marks, etc., shall be ground smooth and/or sanded to affect this requirement. All County cabinets shall be a milled and polished finish.

DOOR

The main door of all cabinets shall include substantially the full area of the front of the cabinet. All doors shall be reinforced on the inside in such a manner as to prevent warping. The door for fabricated cabinets shall be hinged on the right-hand side by means of one (1) full length piano hinge with a 6mm (min.) stainless steel hinge pin. Alternate hinging methods will be considered for approval. A gasket bead shall be installed on the inside of the door, which together with the neoprene air-cored cabinet gasket shall form a weather-tight seal between the housing and the cabinet door. The moving bars or rods shall be Teflon coated where they make contact with other parts or bearing surfaces.

LOUVER SLOTS and FILTER FRAME

In-door 16" x 20" x 2" lip and frame to positively hold filter against slots. Frame must be designed for quick release for filter replacement. (16" x 20" x 2" filter).

CABINET MOUNTING AND SHELVING

1	2 - .125" aluminum shelves
2	Adjustable rack mounting bracket
3	Back panel support brackets, A.O.B.E.

LOCK ASSEMBLY

Three point lock assembly shall be used. The door handle shall be removable 5/8" hex wrench-handle.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

MAIN DOOR

The main door for all cabinets shall be equipped with a cylinder lock keyed for a Corbin conn-1 key, with a dust cover. In fabricated cabinets, the lock shall engage a cam controlling a three-point locking system for the main door. The cam shall be activated by a cast aluminum (or approved equal) handle having an arm radius of at least 6 inches. The cam mechanism shall be designed to reduce "leverized" pressure on the lock tongue from attempts to force the handle. The handle travel shall not extend over the lock cylinder access.

Two (2) positions Door catch shall be supplied to hold the door in an open position of 135°, plus or minus ten degrees. The catch shall manually engage and hold the door open until released.

See Appendix A

POLICE DOOR

All cabinets shall be furnished with full doors and a flush-mounted auxiliary door equipped with a lock for a police key and dust cover. Neoprene gasket and stainless steel hinge pins shall be provided.

KEYS

One key shall be furnished for each cabinet lock, plus a police key. The lock shall be a Corbin "Conn 1".

Special Note:

Door handle and opening hardware

5/8" special handle that is removable from the outside after opening or closing the door, so as to make the face of door surface flush. A protective opening cover shall cover the opening for the handle.

ELECTRICAL REQUIREMENTS

CIRCUIT BREAKER

The circuit breaker shall be approved and listed by Underwriters Laboratories. The operating mechanism shall be enclosed, trip free from operating handle on overload, and trip indicating. Contacts shall be silver alloy enclosed in an arc-quenching chamber. Each cabinet shall have, as a minimum, a circuit breaker rated at 15 amperes to protect the vent fan heater and duplex outlet. In addition, a circuit breaker rated at 20 amperes shall be furnished to protect all other equipment except at locations where otherwise specified. Circuit breakers shall be unaffected by ambient temperature range, relative humidity, applied power shock and vibration range specified in NEMA TS-2-1992. Breakers shall have a minimum interrupt capacity of 5000 amperes.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

WIRING

All cabinet wiring where connected to terminal strips, flasher, relays, switches, radio interference suppressor, etc., shall be identified by the use of hot stamping of the wire or approved equal, before attachment of the lug or making the connection. The wire shall carry the proper identification number so that a translating sheet will not be required. All wires shall be cut to the proper length before assembly. No wires shall be doubled back to take up slack, except for the conflict monitor. Wires shall be neatly laced into cables with nylon lacing. Cables shall be secured with nylon cable clamps. The grounded side of the electric service shall be carried throughout the cabinet without a break.

SPECIAL REQUIREMENTS:

All cable harness shall have a loop of wire left in the harness, so that the main wiring panel can be lowered without disconnecting the harness from the interior cabinet. All electrical connections in the cabinet, including relays, flasher, terminal strips, etc., shall have sufficient clearance between each terminal and cabinet to provide an adequate distance to prevent a leakage path or physical contact under stress. Where these distances cannot be maintained, barriers must be provided. A clearance of 2 inches will be kept between all ground and AC Power points.

All equipment grounds shall run directly and independently to the ground buss. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cabinets against the various components inside the cabinet.

Terminals used for field connections shall secure conductors by means of a #8-32 nickel- or cadmium- plated brass binder head screw. Terminals used for interwiring connections, but not for field connections, shall secure conductors by means of a #6-32 nickel- or cadmium-plated brass binder head screw.

As a minimum, all connections to and from the controller unit shall terminate to an interwiring type block. These blocks will act as intermediate connection points for all controller units

DUPLEX OUTLET

Each cabinet shall be supplied with a NEMA type 5-15R duplex receptacle equipped with integral ground fault interrupting circuit as defined in the national electrical code, and a bulb outlet with switch and 100 watt bulb, wired to the 15 amp aux breaker.

EMI and RFI protection

A single plug-in noise filter and surge protector unit with base.(i.e.: EDCO SHA – 1250)
The unit will have indicators for fault conditions.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
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CHARACTERISTICS

Peak Current (8 X 20 micro seconds)20,000 Amperes

Life Test 5% change
 (Voltage clamp before and after
 25 surges of 20kA waveshape)

Clamp Voltage 250 V typical @ 20kA

Response Time < 5 nano seconds

Continuous Service Current 15 Amps max, 60 Hz, 120V

Operating Temperature Range -40°C to + 85°

Noise suppression over a large frequency range at least 10db@10khz, 50db@100khz, 90db@1mhz.
The surge arrester/line filter shall be installed after the circuit breaker.

Isolation shall be provided for field inputs, 4 pedestrian button or auxiliary detector inputs

OUTLET POWER STRIP

A six outlet power strip will be mounted in the cabinet, on the Right side, for plugging in modems and other auxiliary equipment. The power strip will be made of a sturdy metal construction and meet UL standards. It will be fed from the noise filter/surge protector unit.

HARNESS REQUIREMENTS

All wiring containing line voltage AC shall be routed and bundled separately, and/or shielded from all low voltage, i.e., control circuits. All conductors and live terminals or parts, which could be hazardous to maintenance personnel, shall be covered with suitable insulating material.

All conductors used in controller cabinet wiring shall be #22 AWG or larger with a minimum of 19 strands. Conductors shall conform to MIL SPEC #MIL-W-16878D type B or D. The insulation shall have a minimum thickness of 10 MILS. All wiring containing line voltage shall be a minimum size of #14 AWG, or the suitable size.

The AC return and equipment ground wiring shall be electrically isolated from each other and the AC + wiring by an insulation resistance of at least 10 megohms when measured at 250 VAC AC return and equipment ground wiring shall be color-coded white and green, respectively.

All inputs and outputs which are wired to a connector on a module shall be terminated at a terminal block in the controller cabinet as specified in NEMA TS-2 for a Type 2 controller.

TERMINAL BLOCKS

Terminal strips located within the cabinet shall be accessible to the extent that it shall not be necessary to remove the controller from the cabinet to make an inspection or connection.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
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Terminal blocks shall be two position multiple pole barrier type. Shorting bars shall be provided in each of the positions provided along with an integral marking strip or equal. Terminal blocks shall be so arranged that they shall not upset the entrance, training and connection of incoming field conductors. All terminals shall be suitably identified (block and terminal numbers) by legends permanently affixed and attached or silk screened. Not more than three conductors shall be brought to any one terminal screw. No electrically alive parts shall extend beyond the protection afforded by the barriers. A majority of the terminal blocks shall be installed on a main back panel. This back panel shall be hinged on the bottom so the panel can be unbolted at the top and dropped forward, so as to allow one room enough to work on the backside of the panel.

AC return and equipment ground wiring shall terminate to buss bars. Each buss bar shall have a minimum of 20 contact points, each capable of securing at least one #10 conductor or be at least 2 inches away from any AC Power points.

The bottom row of field terminal blocks, and the flash yellow or red programming terminal blocks shall be installed on a hinged, angled, back panel plate that will allow the terminal blocks on the plate to be set in a 15° to 75° angle range to the front of cabinet, for the ease of flash configuration programming, installing field wiring, and dropping the backpanel.

SOLID STATE RELAY

A solid state relay, rated at a minimum of 75 amperes, normally-open configuration, shall be furnished to break the feed to the signal power buss (solid state load switch power feed). This contactor shall be utilized to disconnect AC power from the signal buss when operation so requires.

CONNECTING HARNESESSES

Terminal facilities shall be provided with harnesses of appropriate length, terminated to connectors of the MIL - 26482 series, to allow the placement of the controller and monitor units anywhere within the cabinet specified for the controller.

The cabinet shall have sufficient harness length to enable one to move all equipment to any shelf position.

All wiring including spare wires will be terminated to pins in connectors or terminal blocks.

BACK PANEL PRINTS

Two copies of documentation of the back panel wiring shall be provided. The prints shall include diagrams of wiring to all components, as well as lists of all wiring terminations and their respective functions within the cabinet.

A sturdy, 18" x 12" plastic bag shall be bolted, with grommets holes, to the inside of the main cabinet door, for storing prints and other paperwork.

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

QUALITY ASSURANCE PROVISIONS - CABINETS AND TERMINAL FACILITIES

All equipment shall meet the environmental requirements as specified in NEMA Standard Publication number TS2 – 1992 Section 2 (or latest revision).

Design approval tests shall be as specified for temperature and humidity. The bidder shall prepare test procedures and data forms for approval by the County of Monroe.

Each shipped cabinet shall include a written and signed checklist documenting functional testing.

Telemetry Connector Pin Assignments

Pin	Function	I/O
3	System Detector A1	I
2	System Detector A2	I
5	System Detector B1	I
19	System Detector B2	I
4	System Detector C1	I
1	System Detector C2	I
7	System Detector D1	I
8	System Detector D2	I
18	Local Flash	I
20	Conflict Flash	I

Telemetry Connector Pin Assignments (continued)

Pin	Function	I/O
16	Door Open (Maintenance Required)	I
17	Alarm 1	I
21	Alarm 2	I
14	TLM Spare 1	I
6	TLM Spare 2	I
15	External Address Enable	I
24	Receive 1	O
25	Receive 2	O
12	Transmit 1	O
13	Transmit 2	O
9	TLM Special Function 1	O
22	TLM Special Function 2	O
10	TLM Special Function 3	O
23	TLM Special Function 4	O

CONSTRUCTION DETAILS

NONE

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686.802819P - TRAFFIC CONTROLLER, NEMA TS2 TYPE 2 CONNECTOR "D" HARNESS pin out:

<u>Pin #</u>	<u>Function</u>
1	Preemptor #5 Active
2	System command offset bit 3 output
3	Split Demand
4	*System command coordinated sync input
5	Cross Street Sync
6	*System Command Cycle bit 3 Input
7	Pin Removed
8	NIC special Function 2
9	*System Command Split Bit 2 Input/External address bit 4
10	*System command offset bit 2 Input/External address bit 1
11	NIC special function 4/spare output 2
12	*System command offset bit 1 Input/external address bit 0
13	Expanded Detector #8
14	*Time Reset
15	Preemptor Flash Control
16	*System Command Split Bit 1 Input/External address bit 3
17	Expanded Detector #1
18	Expanded Detector #4
19	Test Input E
20	Test Input C
21	System command Split bit 1 output
22	Preemptor #3 Active
23	Preemptor #1 Active
24	NIC special Function 3/Spare output 1
25	*System Command Cycle bit 1 Input
26	*Coordination Free
27	Coordination Status
28	NIC Special Function 1
29	System Command Cycle bit 3 output
30	Expanded Detector # 5
31	Expanded Detector # 3
32	Preemptor #2 Active
33	System command offset bit 1 output
34	Preemptor #4 Active
35	*System Command Cycle bit 2 Input
36	*System command offset bit 3 Input/external address bit 2
37	Test input D
38	Dual Coordination
39	Expanded Detector #6
40	Expanded Detector #7
41	Spare output 4
42	System command offset bit 2 output

**ITEM 686.808128M TRAFFIC CONTROL CABINET, NEMA TS-1, SIZE P - EIGHT PHASE ,
SIXTEEN (16) POSITION, FULLY TRAFFIC-ACTUATED**

686.802819P - TRAFFIC CONTROLLER, NEMA TS2 TYPE 2 CONNECTOR "D" HARNESS pin out:
-cont'd

43	System Command Cycle bit 1 output
44	System Command Cycle bit 2 output
45	Spare Output 5
46	System command Split bit 2 output
47	Expanded Detector # 2
48	Preemptor # 6 Active
49	*Preemptor Call # 2
50	*Preemptor Call #3/ buss preemptor #1
51	Spare Output 6
52	Spare Output 7
53	System Command Sync Out
54	Spare output 8
55	*Preemptor Call #4/ buss preemptor #2
56	*Preemptor Call #5/ buss preemptor #3
57	*Preemptor Call # 1
58	CMU Stop Time (Conflict Flash)
59	Preemptor CMU Interlock
60	Automatic Flash
61	*Preemptor Call #6/ buss preemptor #4
62	Not Defined
63	Not Defined

METHOD OF MEASUREMENT

The quantity measured for payment shall be the number of each cabinet provided.

BASIS OF PAYMENT

The unit price shall include the cabinet and associated terminal facilities, racks and transporting, labor, tools, materials, equipment and incidentals necessary. Detectors, power supplies, load relays, load switch packs, flasher module, and conflict monitors will be purchased under a separate items.

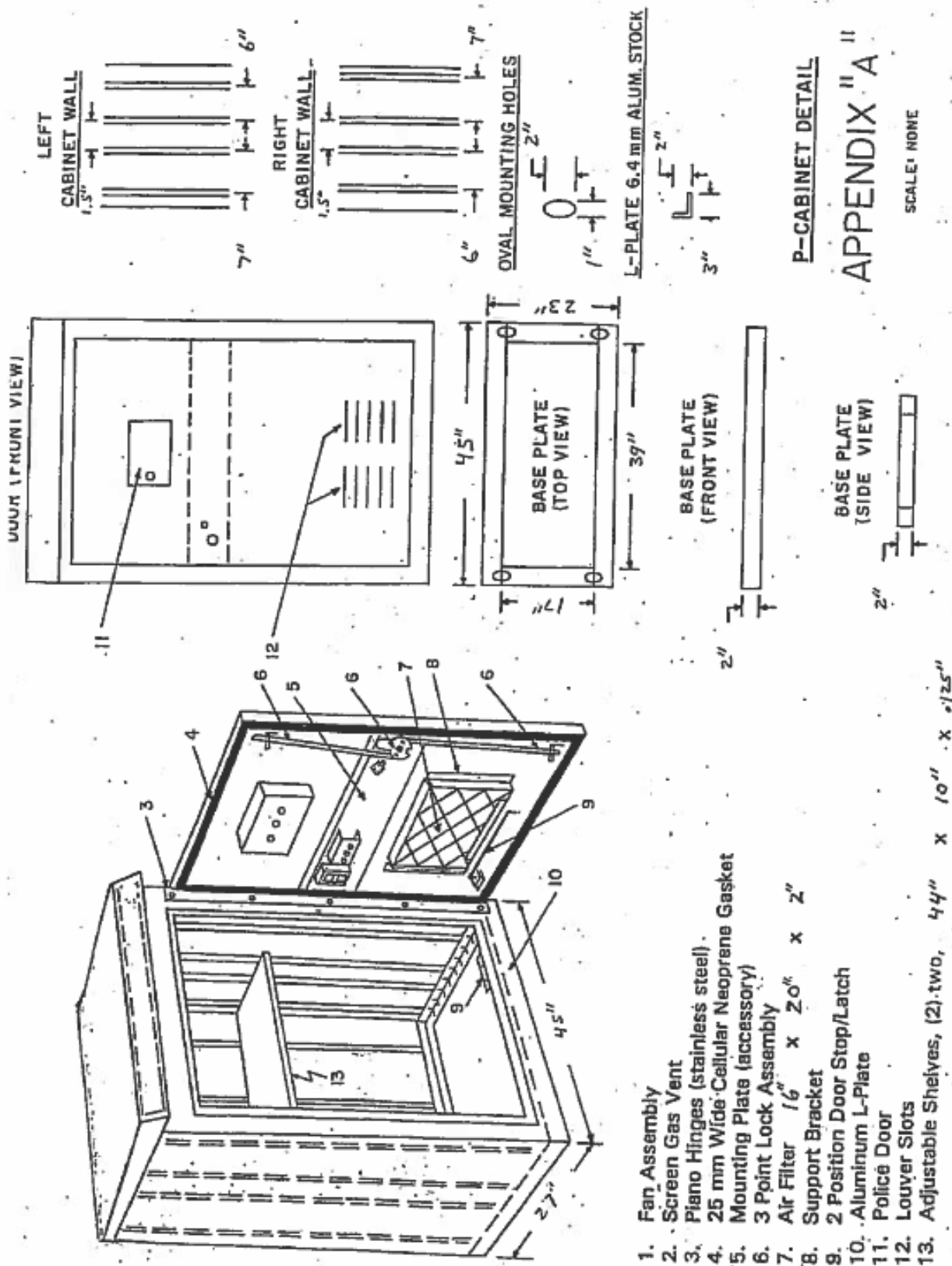
Sixty-five (65) percent of the contract bid price shall be paid upon delivery.

Thirty-five (35) percent shall be paid upon satisfactory inspection, functional testing and acceptance by Monroe County after delivery.

Functional testing shall be performed within ninety days from delivery.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
686.808128	Traffic control cabinet, NEMA T2-2, type 2, size P – eight phase, sixteen position, fully traffic actuated	EA



SPECIAL REQUIREMENTS
SECTION 6- COUNTY OF MONROE SPECIFICATIONS-ELECTRONIC EQUIPMENT

6.0 INTRODUCTION

The equipment specifications included in Section 6 are intended to supplement those provided in the New York State Standard Specifications for Construction and Materials. Should conflicts exist, then the provisions of these specifications shall take precedence. Should the detailed specifications herein conflict with the general specification (paragraph 6.1), then the provisions of the detailed specifications shall take precedence. All work completed under this project is to be in full conformance with the current NEMA Standard Specifications unless amended by these specifications.

All equipment supplied under this project shall require provision of manufacturer's certification that the product conforms to these specifications or is of equivalent quality as approved by Monroe County, in addition to the other acceptance requirements described herein.

6.0.1 GUARANTEE

All standard manufacturer's warranties will apply to equipment provided.

6.0.2 REPAIR UNDER GUARANTEE

A printed circuit board may be factory repaired not more than three (3) times during the guarantee period. A forth failure shall result in replacement of the printed wiring board with a new one whose guarantee period shall be equivalent to the remainder of the guarantee period of the original board. Turn-around time on repairs should not exceed more than 30 days from the time the unit is received from the County of Monroe, by the unit manufacturer or his appointed repair facility.

Any printed circuit board whose lands, pads, or through-hole plating becomes damaged during factory repair shall be replaced with a new board. The guarantee period on the new board shall be equivalent to the remainder of the guarantee of the original board.

Factory repairs shall be described and reported in detail.

Agency performance records of equipment shall be accepted for determinations involving questions concerning but not limited to the number of factory repairs rendered to a given unit.

6.0.3 MANUALS

Each unit item supplied shall be accompanied by one (1) set of manuals of operation and maintenance, until a total of ten (10) sets of manuals are received. Each shall contain the following:

Operation and Maintenance Manual(s)

- a) General Description
- b) General Specification
- c) General Characteristics
- d) Installation
- e) Adjustments
- f) Theory of operation
 - (1) Functional description (include block diagram).
 - (2) Detailed circuit description.

- g) Maintenance
 - (1) Preventive Maintenance.
 - (2) Field Trouble Analysis.
 - (3) Bench Trouble Analysis, and diagnostics.
 - (4) Troubleshooting Analysis Chart.
 - (5) Voltage measurements and waveforms.
 - (6) Alignment or adjustment procedures.
- h) Parts list (to include circuit and board designations, component manufacturer and manufacturers part numbers, and the manufacturer and part number of any known authorized substitutions for the original part).
- i) Electrical Interconnection Drawing.
- j) Complete schematic drawings and circuit board layout drawings (showing locations and identification of each component). Drawings should be legible and clear.
- k) Manual Updates: copies of updates and revisions to the relevant manuals shall be provided as they become available.

6.1 GENERAL EQUIPMENT SPECIFICATIONS

All electronic equipment provided for field installation shall comply with NEMA environmental standards as set forth in "NEMA Standards Publication No. TS 2-1992 (or latest revision) for Traffic Controller Assemblies, Section 2".

The following defines the general requirements that shall apply to all equipment unless the requirement is specifically deleted or amended in the section defining the specific requirements for a particular type of equipment. In cases where design tests are specified herein, if the tests were performed prior to submission of the bid to Monroe County documentation shall be provided indicating that such tests have been satisfactorily completed. In this case additional factory acceptance tests may or may not be required at the discretion of the County of Monroe.

6.1.1 DEFINITION OF SPECIAL TERMS

Procuring Agency: The term "procuring agency" is used in this Specification to mean the maintaining agency or its authorized representative.

Contractor: The term "Contractor" is used to mean the party that is responsible for furnishing the various items of equipment.

6.1.2 PARTS AND MATERIALS

In the selection of parts and materials, fulfillment of the requirements of this specification shall be of prime consideration. The equipment design shall utilize the latest available techniques, minimum number of different parts, sub-assemblies, circuits, cards, and/or modules, to maximize equipment reliability.

6.1.2.1 ELECTRONIC COMPONENTS

Top quality high-reliability industrial components shall be used.

No component shall be of such design, fabrication, nomenclature or other identification as to preclude the purchase of said components from any wholesale electronics distributor or from the component manufacturer. When integrated circuits are provided of such special design that they preclude the

purchase of identical components from any wholesale electronics distributor or component manufacturer, the equipment manufacturer will agree to provide these parts as requisitioned by the procuring agency in the quantities specified, for a period of 5 years from time of purchase.

All circuits shall be designed for reliability and maximum performance. Components shall be arranged so they are easily accessible for testing and maintenance.

All components, such as resistors, capacitors, diodes, transistors and integrated circuits, shall be individually replaceable, and should be clearly marked with manufacturer part numbers, or appropriate color codes for easy identification. Standard markings shall be used to identify component polarity, pin numbering, transistor emitter / collector identified, etc.

The electronic circuitry shall be designed to ensure a reserve in the adjustment range from normal adjustment settings of all variable components. The range of adjustment shall be of sufficient magnitude to compensate for changes which may occur due to changes in part values during the normal or specified life of the device. The range of adjustment shall also be capable of compensating for variations resulting from replacement with parts within the specified tolerances.

6.1.2.1 PRINTED CIRCUIT BOARDS

The printed circuit board assembly shall be coated with a protective coating to combat mildew, moisture, and fungus. Holes which carry electrical connections from one side of the board to the other shall be completely plated through.

Operating circuit components mounted on circuit boards shall be identified by characters which shall be legible and permanently printed on the circuit boards, or a clear legible drawing showing component layout and identification must be provided. The identifying characters shall be referenced to their respective components in the schematic diagram and in the parts list.

6.1.2.2 MECHANICAL COMPONENTS

6.1.2.2.1 MATERIAL

All parts shall be made of corrosion-resistant material, such as plastic, stainless steel, aluminum or brass, or shall be treated with a corrosion-resistant substance such as cadmium plating or galvanizing.

All materials used in construction shall be resistant to fungus growth and moisture deterioration.

Dissimilar metals apt to corrode through electrolysis under the environmental operating conditions specified shall be separated by an inert material.

6.1.3 ELECTRICAL CHARACTERISTICS

6.1.3.1 DESIGN LIFE

All components in their normal circuit application shall be designed to operate continuously for at least 15 years unless otherwise specified in the Specific Requirements section for each piece of equipment.

6.1.3.1.2 WIRE SIZE

All wiring shall be of such size to satisfy good engineering practices and meet the requirements of the National Electric Code.

6.1.3.1.11 FAIL SAFE

The equipment shall be designed such that the failure of one unit does not cause the failure of any other.

6.1.3.2.2 KEYING

Modules of unlike function shall be mechanically keyed to prevent insertion into the wrong socket or connector.

6.1.3.2.3 IDENTIFICATION

All modules and assemblies shall be clearly identified with name, model number, serial number and any other pertinent information required to facilitate equipment maintenance.

6.1.3.2.4 MAINTENANCE PROVISIONS

All equipment shall be designed for ease of maintenance. All component parts shall be readily accessible for inspection and maintenance. The only tools required for maintenance by personnel shall be simple hand held tools.

Equipment shall be designed for easy field maintenance (isolation of malfunctions to particular unit or assemblies) by personnel working under difficult conditions.

Test points shall be provided for checking essential voltages and waveforms, for injecting signals. The equipment shall be designed so that it can be easily installed and maintained. Accessibility and serviceability features which will lead to simplified maintenance shall be a prime consideration.

6.1.5 QUALITY ASSURANCE PROVISIONS

In cases where "Design Approval Tests" (section 6.1.5.3) are specified herein, documentation shall be provided with the bid proposal that such tests have been satisfactorily completed. Additionally "Factory Acceptance Tests" (section 6.1.5.1) may be required at the discretion of the County of Monroe. The contractor shall be responsible for arranging that the equipment covered by this specification shall be subjected to "Factory Acceptance Tests" as required by the County of Monroe, at the equipment manufacturer's facility. The County of Monroe reserves the right to have its representatives tour the manufacturing facility and witness all factory acceptance tests. The results of each test shall be compared with the requirements specified herein. Failure to conform to requirements for any test shall be counted as a defect, and the equipment shall be subject to rejection by the County of Monroe. Rejected equipment may be offered again for retest provided all non-compliances have been corrected and retested by the contractor. Final inspection and acceptance of equipment shall be made after delivery at destination specified unless otherwise stated. Additional testing may be required in the individual specifications for each type of component.

Individual tests as specified in section 6.1.5.2 shall be run at the manufacturer's facility on every component shipped.

6.1.5.1 FACTORY ACCEPTANCE TESTS

The contractor shall be responsible for the implementation of any factory acceptance tests required by Monroe County at the manufacturer's facility. The County of Monroe shall be advised a minimum of ten (10) calendar days before the start of tests. The County of Monroe reserves the right to witness all factory acceptance tests, and to tour the manufacturing facility. The contractor shall furnish test reports, as required, showing quantitative results for all tests. The reports shall be signed by an authorized representative of the equipment manufacturer. Factory acceptance tests may consist of any or all of the specified design approval tests (see section 6.1.5.3) at the discretion of the County of Monroe.

6.1.5.1.1 TEST PROCEDURES

The procedures and data forms used for conducting factory acceptance tests shall be provided by the contractor and submitted to the procuring agency for approval. The test procedures shall have approval by the procuring agency prior to submission of equipment for tests. The test procedures shall include the sequence of conducting the tests.

6.1.5.1.2 CONSEQUENCES OF FACTORY ACCEPTANCE TEST FAILURE

If a unit fails to pass its factory acceptance test the unit shall be corrected or another unit substituted in its place and the test entirely repeated. If a unit has been modified as a result of an acceptance test failure a report shall be prepared and delivered to the County of Monroe prior to shipment of the unit. The report shall describe the nature of the failure and the corrective action taken. If the unit fails the acceptance test twice the unit shall be rejected.

6.1.5.2 INDIVIDUAL TESTS

Unless otherwise specified, each equipment item shipped shall be subjected to the individual test. The individual tests specified here are a minimum requirement, and a manufacturer should not lower his normal testing standards to meet this minimum. A test report detailing the status of individual tests performed shall accompany each item of equipment when received at our facility. As a minimum, each equipment item accepted shall have passed the following:

- a. Examination of Product (6.1.5.2.1)
- b. Operational Test (6.1.5.2.2)
- c. Any other individual test called for in the individual specification for a type of Equipment.

6.1.5.2.1 EXAMINATION OF PRODUCT

Each equipment unit shall be examined carefully to verify that the materials, design, construction, markings, and workmanship comply with the requirements of this Specification.

6.1.5.2.2 OPERATIONAL TEST

Each equipment unit shall be operated long enough to permit equipment temperature stabilization, and to check and record an adequate number of performance characteristics to assure compliance with the requirements of the individual equipment specifications. All modes of operation, and equipment functions should be verified to be working properly. Procedures for operational tests, and the forms used for recording tests results, shall be submitted to the County of Monroe for approval prior to shipping the first unit under this bid.

6.1.5.3 DESIGN APPROVAL TESTS

Unless otherwise specified in the individual equipment specification, design approval tests shall be conducted by the manufacturer on one or more sample equipments of the given type to determine if the design of the equipment meets the requirements of the appropriate NEMA Specification. The tests shall be conducted in accordance with the approved procedure of paragraph 6.1.5.3.1. The contractor shall furnish test reports, showing quantitative results of all tests required. The reports shall be signed by an appropriate officer of the manufacturing firm. The data obtained in conducting these tests shall be submitted by the contractor to the procuring agency with the bid proposal.

6.1.5.3.1 DESIGN APPROVAL TEST PROCEDURES

Design approval tests, when required for street equipment, shall be conducted under the environmental (power, voltage, temperature, humidity, vibration, shock) test profiles as specified in NEMA Standard TS2-1992 (or latest revision) for each individual type of equipment.

BP0504-17

TRAFFIC CONTROL CABINETS

UNIT PRICE SHEET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
686.808128M	NEMA TS2 TYPE 2, SIZE P, EIGHT PHASE, SIXTEEN POSITION, FULLY TRAFFIC-ACTUATED	\$6,080.00

***SPECIAL CONDITIONS OF CONTRACT
FEDERAL AID PROJECTS***

Notes:

1. The prime contractor referenced in Appendix 12-1 will be the Monroe County Department of Transportation.
2. The Sub-contractor referenced in Appendix 12-1 will be the successful bidder of this contract.
3. Davis-Bacon and NYS Prevailing wage rates will not apply to this contract.

REVISED JULY 2012

CHAPTER 12, APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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CONTENTS

Appendix 12-1	Page
CONTRACT REQUIREMENTS FOR <u>ALL</u> LOCALLY ADMINISTERED FEDERAL AID CONSTRUCTION PROJECTS CHECKLIST.	12-1.3
REQUIREMENTS REGARDING LOBBYING ACTIVITIES	12-1.4
NON-COLLUSIVE BIDDING CERTIFICATIONS	12-1.9
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT, ETC.	12-1.14
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS	12-1.15
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS-FHWA 1273	12.1.17

REVISED JULY 2012

If Sponsors use NYSDOT Standard Specifications for their construction projects, include the following Federal requirements in ALL contract bid proposals:

- ☐ **Certification for Federal Aid Contracts.**
- ☐ **Disclosure of Lobbying Activities.**
- ☐ **Non-Collusive Bidding Certification**, this format provides a single signature page for the bidder to sign with all requirements listed.
- ☐ **U.S. Department of Transportation Hotline Information.**
- ☐ **Equal Employment Opportunity Requirements.** See Section 102-11 of the NYSDOT Standard Specifications.
- ☐ **FHWA-1273 Required Contract Provisions.**

CERTIFICATION FOR FEDERAL AID CONTRACTS

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

1. 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.
2. 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.

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 Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000.00 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the

REVISED JULY 2012

application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
a. contract		a. bid/offer/application		a. initial filing	
b. grant		b. initial award		b. material change	
c. cooperative agreement		c. post-award		For Material Change Only:	
d. loan				year quarter	
e. loan guarantee				date of last report	
f. loan insurance					
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Approved by
OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

“Section 139-d, SFL and Section 103-d, GML, “Statement of non-collusion in bids to the state.”

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation."

REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

(A) 2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.

THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

Date:

(Legal Name of Person, Corporation, or Firm Which
is Submitting Bid or Proposal)

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)
(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me
personally came _____, to me known and known
to me to be the person who executed the above instrument, who being duly sworn by me, did
depose and say that he/she resides at

_____, and that he/she is the
of the

the corporation described in and which executed the above instrument, and that he/she signed
his/her name thereto on behalf of said Corporation by order of the Board of Directors of said
Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before
me
personally came _____, to me known and known
to
me to be the person described in and who executed the above instrument, who, being duly
sworn
by me, did for himself/herself depose and say that he/she is a member of the firm of
, consisting of himself/ herself and
, and that he/she executed the foregoing instrument in the firm name of
and that
he/she had authority to sign same, and did duly acknowledge to me that he/she executed same
as
the act and deed of said firm of _____ for the uses
and
purposes mentioned herein.

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20_____,
before me personally came _____, to me known and

known to me to be described in and who executed the foregoing instrument, and that he/she
acknowledged that he/she executed the same.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____
Street or P. O. Box No. _____

City

State ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

REVISED JULY 2012

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

**[SEE SECTION 102-11 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.5
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

*** The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:**

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Fitters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

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.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified 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.

b. 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.

c. 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 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ **Fax:**

E-mail:

Please submit this survey to Monroe County Purchasing.