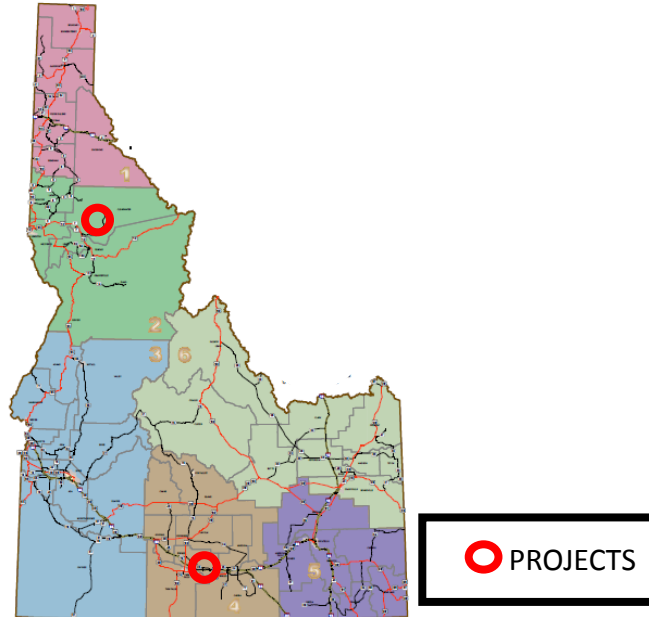

Local Highway Technical Assistance Council



CONTRACTOR'S BID PROPOSAL

Project: Signs, Beacons and Delineators
- Purchase and Delivery

Key No. : 18880

County: Clearwater (1), Jerome (1)

Bids will be received until five (5) o'clock P.M. on March 1st, 2016

Bids will be received at the office of the Local Highway Technical Assistance Council in Boise, Idaho.

NOTICE OF LETTING

All sealed proposals must be received by five o'clock p.m., on April 4th, 2016, for the purchase of traffic control devices in Clearwater County and Jerome County, Idaho; Key No. 18880. Sealed bids will be opened at 2:00 PM Mountain Time on April 5th, 2016 at LHTAC, 3330 Grace St, Boise Id 83703.

This project IS Federally Funded

All questions must be submitted, in writing (fax or email), no later than March 31st, 2016 at 5:00 PM Mountain Time. Submit questions to:

Susan Lasuen, Office Manager
Email: slasuen@lhtac.org
Fax: 208-344-0789

For clarification of bidding requirements, contact Susan Lasuen at (208) 344-0565.

******* All Bidders must contact LHTAC at (208)344-0565 and speak with Nancy Ziebarth or Susan Lasuen to be placed on the Registered Bidders List. ONLY BIDDERS ON THE REGISTRATION LIST WILL BE CONSIDERED AT BID OPENING. *******

Plans, specifications, form of contract, proposal forms, and other information may be obtained, and are on file for examination at IDAHO AGC, 1649 WEST SHORELINE DR. SUITE 100, BOISE IDAHO 83702, are also available electronically at the IDAHO AGC's plan room website, <http://www.idahoagc.org/> or The Local Highway Technical Assistance Council website, www.lhtac.org.

Bids must be returned in a **sealed envelope** clearly marked and addressed as shown below:

<p>ATTENTION: LHTAC Bidder: <i>[name of company submitting the bid]</i> Sealed Bid For: <i>Traffic Control Devices</i> Bid Number: <i>Key No. 18880</i> Closes: <i>[Bid closing date]</i></p>
--

Mailing Address

LHTAC
3330 Grace St
Boise, ID 83703

Local Highway Safety Improvement Program (LHSIP) 2016 Safety Improvement Grouped Sign Project

Project Description: 2016 LHSIP Grouped Sign Project

This project is a safety improvement group of projects from multiple local agencies.

These projects are small safety projects for the purchase of traffic control devices including:

Warning Signs

Chevrons

Delineators

Solar Powered Flashing Beacons

Sign Mounting Posts

Sign Mounting Hardware

The small safety projects are as follows:

- 18880 Eureka Ridge Area Safety Improvements
– Clearwater County Road & Bridge, Clearwater County
- 19108 Bob Barton Road and 100 S Road Safety Improvements
– Jerome Highway District, Jerome County

**SPECIAL PROVISIONS
IDAHO FEDERAL AID PROJECT NO. A018(880)**

2016 LHSIP Group Sign Project

Multiple Counties

The following Special Provisions and all addenda issued supplement or modify the 2012 Idaho Transportation Department Standard Specifications for Highway Construction, January 2015 Supplemental Specifications and Quality Assurance Manual, QA Special Provisions, FHWA-1273 Federal Aid Contract Provisions, EEO Special Provisions 2011 and DBE RN 2011 Special Provisions.

SOURCE IDENTIFICATION

Designated source(s): Designated source(s) are not identified for this project.

Contractor furnished sources. Furnish approved source(s) for all materials to be embanked or processed for placement. ITD owned or controlled sources will not be allowed for this project.

Cost. Assume all costs incurred in obtaining approvals for use of source(s).

COMPLETION TIME AND LIQUIDATED DAMAGES

All work shall be completed within 30 Working Days.

The amount of Liquidated Damages for failure to complete the work on time will be \$500 per day.

CONTRACTOR NOTES

2016 LHSIP Group Sign Project will be to provide signs, beacons, delineators, posts and mounting hardware for 2 grouped projects. The contractor will deliver the specified materials to the designated locations below:

2016 Local Highway Safety Improvement Program – Group Sign Project
Contact Information to Include

18880	Eureka Ridge Area Safety Improvements				
	Delivery Address	Days Open	Times Open	Contact	Contact Phone
	Clearwater County R&B Attn: Rob Simon	M, T, W, T	8:00am - 5:00pm	Rob Simon	(208) 476-4813
	2200 Michigan Avenue Orofino, ID 83544	Please call a day in advance before delivery.			(208) 476-4813 Cell

19108	Bob Barton Road and 100 S Road Safety Improvements				
	Delivery Address	Days Open	Times Open	Contact	Contact Phone
	Jerome Highway District Attn: Bud Rasmussen	M, T, W, T	8:00am - 5:00pm	Bud Rasmussen	(208) 324-4601
	30 North 100 West Jerome, ID 83338	Please call a day in advance before delivery.			(208) 308-4601 Cell

Add the following after the second paragraph.

The Local Highway Technical Assistance Council may delay the award to obtain approvals from the Local Sponsor, Board, and/or the Federal Highway Administration. No increases in costs will be considered because of this delay in award.

S901-05A SP SOLAR FLASHING BEACON SYSTEMS

Description. This work shall consist of supplying & delivering solar powered advance curve warning sign with flashing LED beacon system.

Materials. Materials shall meet the requirements of both the MUTCD, as adopted by the State and subsection 626.02 Materials.

Flashing Beacons System shall be on the pre-approved Qualified Products List 656, Flashing Beacons. The system requires:

- 36" Curve Warning LED Blinker Sign
 - 36" (W1-2R) Curve Right Blinker Sign with Diamond Grade Cubed Sheeting
 - 0.080 Highway Grade Aluminum Sign Construction, stainless/aluminum fasteners and weatherproof sealant. Sign reflective sheeting in compliance with current MUTCD requirements for reflectivity, wording, materials and mounting guidelines.
 - Stainless steel security fasteners and Tufnut mounting hardware
 - Battery access compartment located at lower portion of sign for access to battery compartment for maintenance
 - Signs will have 2" to 4" wide casing, between front and rear sign faces to enclose all wiring, battery, PCB and LED light connections.
 - Digital Signal Processing based K-band radar, Wireless Radio
 - OEM K-Band Doppler radar with Configurable Settings via RS232 serial port with a minimum 300 feet typical pickup range that is FCC approved
 - Vented weatherproof casing allowing ambient air to circulate for internal components and prevent condensation and excessive heat buildup.
- 27 AHR Battery
 - Nickel Metal Hydride (NiHM) with 18 month to 5 year lifespan
 - Autonomy-Functionality without Charge – Up to 12 days in 24/7 operation
- Matching White LEDs around Face of Sign
 - 1-1/4" bullet style in sign perimeter border
 - MUTCD Compliant Flash Pattern with Flash Rate 50 to 60 Times per Minute
 - LED Type – High Power Luxeon – 1 watt with Over 100,000 hours life expectancy
 - Maintenance – Field replaceable grommet mounted lights
- 26 WATT Solar Panel with battery backup
 - Solar panel bracket constructed of aluminum alloy. Schedule 40 3/4" aluminum tubing attached to the solar panel bracket to the upper casing of the sign casing.
 - Angle of panel shall be 45° to 65° depending on region. Special attention required to insure solar collector has good access to solar power with no obstructions for optimum operation. Electrical connectors shall be insulated spade type connectors.
 - Tempered glass solar cell sealer/protector.

- 14 FT, 4.5” O.D. Aluminum Post System
 - One - 14 FT Pipe Post, 4.5” O.D. Aluminum, Schedule 40, Threaded
 - Four - J Bolts (Galvanized Anchor Bolts) ¾” X 18”
 - Eight - Galvanized Hex Nut, ¾”
 - Eight - Galvanized Plate Washer, ¾” X 3” OD X ¼”
 - One - Pipe Cap for 4-1/2” Round Post
 - One - Pedestal Base Locking Collar
- Pedestal Breakaway Base; Cast Aluminum, Threaded Collar, Aluminum Access Door, FHWA Certified meeting or exceeding AASHTO Break-Away Requirements

Method of Measurement. Flashing Beacon Systems will be measured by Each complete including poles and all items required by manufacturer for complete operational installation.

Basis of Payment. Payment for accepted work will be made as follows.

Pay Item	Pay Unit	Pay Unit
S901-05A SP Flashing Beacon Systems		EACH

Payment will be issued when items have been delivered to specified locations, accepted by the local sponsor and a certification of materials has been received by LHTAC.

S901-05B SP SOLAR FLASHING BEACON SYSTEMS

Description. This work shall consist of supplying & delivering solar powered Chevron Sign Flashing LED beacon system. This item is a companion component of a Curve Warning Flashing Beacon System and must be connected and operational with item S901-05A.

Materials. Materials shall meet the requirements of both the MUTCD, as adopted by the State and subsection 626.02 Materials.

Flashing Beacons System shall be on the pre-approved Qualified Products List 656, Flashing Beacons. The system requires:

- 24” x 30” Chevron Warning Blinker Signs
 - 24” x 30” (W1-9B) Chevron Warning Blinker Sign with Diamond Grade Cubed Sheeting
 - 0.080 Highway Grade Aluminum Sign Construction, stainless/aluminum fasteners and weatherproof sealant. Sign reflective sheeting in compliance with current MUTCD requirements for reflectivity, wording, materials and mounting guidelines.
 - Stainless steel security fasteners and Tufnut mounting hardware
 - Battery access compartment located at lower portion of sign for access to battery compartment for maintenance
 - Signs will have 2” to 4” wide casing, between front and rear sign faces to enclose all wiring, battery, PCB and LED light connections.
 - Wireless Radio
 - Vented weatherproof casing allowing ambient air to circulate for internal components and prevent condensation and excessive heat buildup.
- 27 AHR Battery
 - Nickel Metal Hydride (NiHM) with 18 month to 5 year lifespan
 - Autonomy-Functionality without Charge – Up to 12 days in 24/7 operation

- Matching White LEDs around Face of Sign
 - 1-1/4" bullet style in sign perimeter border
 - MUTCD Compliant Flash Pattern with Flash Rate 50 to 60 Times per Minute
 - LED Type – High Power Luxeon – 1 watt with Over 100,000 hours life expectancy
 - Maintenance – Field replaceable grommet mounted lights
- 26 WATT Solar Panel with battery backup
 - Solar panel bracket constructed of aluminum alloy. Schedule 40 3/4" aluminum tubing attached to the solar panel bracket to the upper casing of the sign casing.
 - Angle of panel shall be 45° to 65° depending on region. Special attention required to insure solar collector has good access to solar power with no obstructions for optimum operation. Electrical connectors shall be insulated spade type connectors.
 - Tempered glass solar cell sealer/protector.
- 14 FT, 4.5" O.D. Aluminum Post System
 - One - 14 FT Pipe Post, 4.5" O.D. Aluminum, Schedule 40, Threaded
 - Four - J Bolts (Galvanized Anchor Bolts) 3/4" X 18"
 - Eight - Galvanized Hex Nut, 3/4"
 - Eight - Galvanized Plate Washer, 3/4" X 3" OD X 1/4"
 - One - Pipe Cap for 4-1/2" Round Post
 - One - Pedestal Base Locking Collar
- Pedestal Breakaway Base; Cast Aluminum, Threaded Collar, Aluminum Access Door, FHWA Certified meeting or exceeding AASHTO Break-Away Requirements

Method of Measurement. Flashing Beacon Systems will be measured by Each complete including poles and all items required by manufacturer for complete operational installation.




Basis of Payment. Payment for accepted work will be made as follows.

Pay Item Pay Unit	Pay Unit
S901-05B SP Flashing Beacon Systems	EACH

Payment will be issued when items have been delivered to specified locations, accepted by the local sponsor and a certification of materials has been received by LHTAC.

INFORMATION PURPOSES ONLY – CUSTOM SIGNS (W2-001A, W8-001AP, W8-002AP)

Description. The following are depictions of Custom Warning Signs and Custom Warning Sign Plaques which are required as part of this project.

W2-001A (36" x 36")	W8-001AP (30" x 18")	W8-002AP (30" x 18")
		

SIGNING SUMMARY														
PROJECT NO. A018(880)			2016 LHSIP Group Sign Project											
MULTIPLE COUNTIES			KEY NO. 18880											
Key No.	General Location	No. Signs	Post Ty	No. Posts	Post Length	Sign Ty.	Sign Detail	Sign Size	Approx SF	Bkgd Color	Braces Req.	Comments	Total SF Sign	Total Post Feet
18880	Clearwater County	588	D-1	297	20'	B	W1-9A	18" x 24"	3	Yellow	No	Chevron (W1-8 MUTCD)	1764	5940
		3	D-2	3	20'	B	W14-1	36" x 36"	9	Yellow	No	Dead End (W14-1 MUTCD)	27	60
		2	D-2	2	20'	B	W2-3AR	36" x 36"	9	Yellow	No	Side Road (W2-3R MUTCD)	18	40
		3	D-2	3	20'	B	W2-4A	36" x 36"	9	Yellow	No	"T" INT (W2-4 MUTCD)	27	60
		3	D-2	3	20'	B	W2-3AL	36" x 36"	9	Yellow	No	Side Road (W2-3L MUTCD)	27	60
		7	D-2	7	20'	B	W1-8BR	36" x 36"	9	Yellow	No	Hairpin Curve (W1-11 MUTCD)	63	140
		6	D-2	6	20'	B	W1-8BL	36" x 36"	9	Yellow	No	Hairpin Curve (W1-11 MUTCD)	54	120
		6	D-2	6	20'	B	W2-2A	36" x 36"	9	Yellow	No	Side Road (W2-2 MUTCD)	54	120
		1	D-1	2	20'	B	W1-7	48" X 24"	8	Yellow	No	Two-Direction Large Arrow (W1-7 MUTCD)	8	40
		7	D-2	7	20'	B	W1-5AR	36" x 36"	9	Yellow	No	Horizontal Alignment (W1-5 MUTCD)	63	140
		3	D-2	3	20'	B	W1-5AL	36" x 36"	9	Yellow	No	Horizontal Alignment (W1-5 MUTCD)	27	60
		1	D-2	1	20'	B	W1-2AL	36" x 36"	9	Yellow	No	Horizontal Alignment (W1-2 MUTCD)	9	20
		4	D-2	4	20'	B	W7-1A	36" x 36"	9	Yellow	No	Hill (W7-1 MUTCD)	36	80
		1	D-2	1	20'	B	W2-001A	36" x 36"	9	Yellow	No	Custom 36" X 36" Warning Sign "HILL MAY BE ICY" ***	9	20
		1	*			B	W23-1AL	30" x 18"	3.75	Yellow	No	Down Arrow Plaque (W16-7P MUTCD)	3.75	0
		2	*			B	W8-001AP	30" x 18"	3.75	Yellow	No	Custom Warning Supplemental Plaque "HILL" ***	7.5	0
		2	*			B	W8-002AP	30" x 18"	3.75	Yellow	No	Custom Warning Supplemental Plaque "NARROW ROAD" ***	7.5	0
		19	D-1	19	8'	B	OM1-2	18" x 18"	2.25	Black	No	Object Marker (OM1-2 MUTCD)	41	152
		3140	**	1570	7'					White	No	Delineators - Type 3R		
														7052
19108	Jerome County	1	E-2	1	14'	B	W1-2A L	36" x 36"	9	Yellow	No	Left Curve (W1-2L MUTCD)	9	14
		2	*			B	W13-1A	24" x 24"	4	Yellow	No	35 MPH Plaque (W13-1P MUTCD)	8	0
		5	E-2	5	14'	B	W1-9A	18" x 24"	3	Yellow	No	Chevron (W1-8 MUTCD)	15	70
		17	E-2	17	14'	B	R1-1A	36" x 36"	9	Red	No	Stop (R1-1 MUTCD)	153	238
		1	E-1	2	14'	B	R1-1B	48" x 48"	16	Red	No	Stop (R1-1 MUTCD)	16	28
		18	E-2	18	14'	B	W3-1A	36" x 36"	9	Yellow	No	Stop Ahead (W3-1 MUTCD)	162	252
		2	E-1	4	14'	B	W1-6	48" x 24"	8	Yellow	No	One-Direction Arrow (W1-6 MUTCD)	16	56
														658
Total		705		411									2624.75	7710

*No Post Included - This is a supplemental plaque to be mounted below a larger sign on the specified post

**Type 3 Rigid Delineator - Includes 7' "U" Channel Post and two reflectors

*** Custom Sign shown at End of Special Provisions - Information Only

ROADWAY SUMMARY SHEET**PROJECT NO. A018(880)****MULTIPLE COUNTIES****2016 LHSIP Group Sign Project****KEY NO. 18880**

				Clearwater County		Jerome Highway District	
ITEM NO.	ITEM	UNIT	TOTAL		18880		19108
616-010A	SIGN TY B	SF	2625		2246		379
616-050A	BRKAWY STL SIGN POST TY E	LB	2505		0		2505
616-055A	BRKAWY WOOD SIGN POST TY D	MFBM	10.02		10.02		0.00
617-015A	DELINEATORS (Type 3R - Rigid Post)	EA	1570		1570		0
S901-05A	SP SOLAR FLASHING BEACON SYSTEMS	EA	1		0		1
S901-05B	SP SOLAR FLASHING BEACON SYSTEMS	EA	5		0		5
S904-05A	DELIVERY TO CLEARWATER COUNTY	LS	1		1		0
S904-05B	DELIVERY TO JEROME HIGHWAY DISTRICT	LS	1		0		1

CLEARANCES

Concept Approval AASHTO 3R 1R
 PM Other State

Design Exceptions _____ None _____

Public Hearing Waiver _____
 Public Hearing Date _____ (Latest hearing date held or scheduled for opportunity)
 Design Approval _____
 Reclamation Plan Approval No(s) _____
 Airport _____

R/W Certificate: Issued by HQ District
 Tribal Lands: Agreement Required Special Provisions for Contract Proposal

Bridge PS&E _____
 Environmental Decision: Type CAT-EX FONSI ROD
 Environmental Re-Evaluation _____

¥ Cleared Under Project No.	¥ Approval Date	¥ Expiration Date
A018(880)	12/11/2015	
N/A	N/A	
N/A	N/A	
N/A	N/A	
A018(880)	12/11/2015	
N/A	N/A	
N/A	N/A	
A018(880)	12/22/2015	
N/A	N/A	
N/A	N/A	
A018(880)	11/18/2015	
A018(880)	12/15/2015	

PERMITS

Idaho Department of Water Resources Permit No(s) _____
 US Army Corps of Engineers 404 Permit No(s) _____
 Other _____

DEQ Section 401 Water Quality Certification: Yes No
 NYDES General Permit/SWPPP Required: Yes No
 Third Party Inspection Required: Yes No
 Erosion and Sediment Control Plan Required: Yes No

N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

AGREEMENTS (List Appropriate Name)

Local:

City _____
 County _____
 Highway District _____
 Road Closure for Maintenance _____
 State/Local Construction Local Highway Technical Assistance Council

N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
A018(880)	N/A

Irrigation District(s): (Signatures Required on either Structure Drawing or Bridge Sheet)

Crossing Agreement Required: Yes No

UTILITIES: List all Utilities shown on Plans

	Retain & Protect
Co. _____	<input checked="" type="checkbox"/>
Co. _____	<input checked="" type="checkbox"/>
Co. _____	<input checked="" type="checkbox"/>
Co. _____	<input checked="" type="checkbox"/>
Co. _____	<input checked="" type="checkbox"/>
Co. _____	<input checked="" type="checkbox"/>
Co. _____	<input checked="" type="checkbox"/>

¥ APPROVAL DATES		¥ AGREEMENT No.
UTILITY HEARING WAIVER	AGREEMENT	
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Railroad: List all Railroads Encroached Upon

Co. _____
Co. _____

¥ AGREEMENT		
¥ AGREEMENT FOR	EFFECTIVE DATE	AGREEMENT NO.
N/A	N/A	N/A
N/A	N/A	N/A

ACCESS CONTROL DETERMINATION

FROM FORM ITD-0606 (SUBMITTED FOR CHANGE ONLY)

Approved by Assistant Chief Engineer (Dev.) _____ No Change _____ Date _____
 Project No. A018(880) Type of Control Local
 Location: 2016 LHSIP Group Sign Project - Procurement & Delivery
 Description of Control Type: The access control type will not be modified with this project.

NOTES

Materials for this project shall be obtained from an approved contractor furnished source if applicable.

ESTIMATING BASIS

ITD Standard Drawing List

December, 2015

DRAWING NUMBER	DRAWING NAME (additional required materials in parentheses)	REVISION DATE
A - 1	Freeway Grading	05-15
A - 2	Rural Principal Arterial Grading	05-15
A - 3	Rural Minor Arterial Grading	05-15
A - 4	Rural Major Collector Grading	05-15
A - 5	Superelevation	03-05
A - 6	Typical Roadside Slope Treatment	07-09
A - 7	Median Crossovers	03-05
A - 8	Standard Template	05-13
A - 9	ITD Roadway Nomenclature Location & Examples	10-10
A - 10	Parabolic Crown	10-10
C - 1 - A - 1	Urban Concrete Pavement Details	10-11
C - 1 - A - 2	Manhole Collars (PCC Pavement Roundouts)(requires E - 9)	10-11
C - 1 - B	Doweled Concrete Pavement Details	05-13
C - 1 - C	Ramp Gore Details (requires C - 1 - B)	10-11
C - 2 - A	Shoulder Rumble Strips and Rumble Stripes	05-14
C - 2 - C	Centerline Rumble Strips For Two-Way Roadways	09-11
D - 1 - A	See Standard Drawing 607-1	N/A
D - 1 - B	See Standard Drawing 607-2	N/A
D - 2 - A	See Standard Drawing 609-1	N/A
D - 3 - C	See Standard Drawing 608-3	N/A
D - 4 - A	Watertight Coupling Bands for Corrugated Metal Pipes	03-05
D - 4 - B	12" Thru 30" Slotted Drain (requires D - 4 - A)	12-12
D - 5	See Standard Drawing 608-1	N/A
D - 5 - A	See Standard Drawing 608-2	N/A
D - 6	See Standard Drawing 609-6	N/A
D - 7	See Standard Drawing 609-3	N/A
D - 8	See Standard Drawing 609-2	N/A
D - 9	See Standard Drawing 609-4	N/A
D - 10	See Standard Drawing 609-5	N/A
D - 12	See Standard Drawing 601-1	N/A
E - 6 - A	Inlets & Catch Basins Types 1, 2, & 3	11-08
E - 6 - B	Inlets & Catch Basins Types 1A, 2A, & 3A	11-08
E - 6 - C	Inlets & Catch Basins Types 4 & 5	11-08
E - 6 - D	Catch Basin Type 6	11-08
E - 6 - E	Catch Basin Type 7	11-08
E - 6 - F	Inlet Type 8	11-08
E - 6 - G	Inlet Median Drain Type 9	10-10
E - 6 - H	Catch Basin Type 10 (requires D - 1 - B)	01-13
E - 7	Manhole Type A (requires E - 9)	10-10
E - 7 - C	Manholes Type C & D (requires E - 9)	05-07
E - 8	Manhole Type B (requires E - 9)	05-07
E - 9	Standard Manhole Frame, Cover, & Concrete Collar	10-10
F - 1 - A	See Standard Drawing 611-1	N/A
F - 1 - C	See Standard Drawing 611-2	N/A
F - 2 - A	Standard Barbed, Woven, Mesh, Combination Wire Fences, & Fencing Details	12-12
F - 2 - B	High Tension 8 Wire Fence	12-12
F - 2 - C	Gate Types 1, 1A, & 2 (requires F - 2 - A)	01-13
F - 2 - D	Chain Link Fence- Fence Type 4	01-13
F - 2 - E	Wildlife Fence - Fence Type 9	10-05
G - 1 - A - 1	Guardrail Slope Treatment Types A & B	08-11
G - 1 - A - 2	W-Beam Guardrail Installation Assemblies	12-10
G - 1 - A - 3	W-Beam Guardrail Posts, Blockouts, & Hardware	12-10

DRAWING NUMBER	DRAWING NAME (additional required materials in parentheses)	REVISION DATE
G - 1 - A - 4	Guardrail Bolting Hardware for W-Beam & Thrie Beam	04-06
G - 1 - A - 5	Thrie Beam Guardrail	10-10
G - 1 - B	Guardrail Terminals Type 1 & 1-A (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 1 - C - 1	Guardrail Terminal Type 2-A, With 10:1 or Flatter Foreslope (requires G - 1 - A - 1 through G - 1 - A - 4)	12-10
G - 1 - C - 2	Guardrail Terminal Type 2-B, for Less Than 10 : 1 to 6 : 1 Foreslope (requires G - 1 - A - 1 through G - 1 - A - 4)	12-10
G - 1 - E	Guardrail Terminal Type 3 (requires G - 1 - A - 1 through G - 1 - A - 5, & 615-1)	08-11
G - 1 - F - 1	Guardrail Terminal Type 5 Alternate "A" (requires G - 1 - A - 1 through G - 1 - A - 4)	05-06
G - 1 - F - 2	Guardrail Terminal Type 5 Alternate "B" (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 1 - G	See Standard Drawing 613-1	N/A
G - 1 - H	Guardrail Terminals Type 7 & 8 (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 1 - I	Guardrail Terminal Type 11 (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 1 - J	Guardrail Terminal Types 4-A & 4-B (requires G - 1 - A - 1 through G - 1 - A - 4 & R - 2 when needed)	05-06
G - 1 - K	Guardrail Terminal Type 9 (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 1 - L	Guardrail Installation for Minor Structures & Large Culverts (requires G - 1 - A - 1 through G - 1 - A - 4)	12-10
G - 1 - M	Guardrail Terminal Type 10 (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 1 - N	Guardrail Terminal Type 12 (requires G - 1 - A - 1 through G - 1 - A - 4)	10-10
G - 2 - A	Concrete Barrier Terminals	12-14
G - 2 - A - 1	20' Concrete Barrier	05-14
G - 2 - A - 2	10' Concrete Barrier	05-14
G - 2 - C	Concrete Parapet to Thrie Beam Guardrail Connector (requires G - 1 - E)	11-13
G - 2 - D	Concrete Barrier to Thrie Beam Guardrail Connector (requires G - 1 - E)	11-13
G - 2 - H	Special Cast-in-place Concrete Barrier (requires G - 2 - A - 1 or G - 2 - A - 2)	05-13
G - 2 - I - 1	Tall Concrete Median Barrier	05-13
G - 2 - I - 2	Tall to Standard Concrete Barrier Transition	05-13
H - 2 - C	Pedestrian Pushbutton Placement	06-14
H - 4 - A	Rural Approaches (Private, Commercial, & Public)	06-07
H - 4 - B	Mailbox Turnout & Installation (requires H - 4 - A)	01-13
601 - 1	Pip and Conduit Installation	12-15
606 - 2	Edge Drains	05-15
607 - 1	Embankment Protector	12-15
607 - 2	Embankment Protector with Slotted Drain	01-13
608 - 1	Galvanized Steel Apron for Pipe Culverts	03-05
608 - 2	Concrete Aprons for Pipe Culverts	12-12
608 - 3	Metal Safety Slope Apron	12-12
609 - 1	Culvert Inlet Headwall	12-12
609 - 2	Concrete Headwall for Single Pipe Culvert	03-05
609 - 3	Concrete Headwall for Twin Pipe Culvert	03-05
609 - 4	Concrete Headwall for Arch Pipe Culvert	03-05
609 - 5	Concrete Headwall for Siphons	12-05
609 - 6	Precast Concrete Headgate	03-05
611 - 1	Cattle Guard Type A	12-15
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613 - 1	Bullnose Crash Cushion	12-15
614 - 1	Sidewalks	05-15
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615 - 1	Curb and Gutter	05-15
617 - 1	Delineators	05-15
617 - 2	Milepost Assemblies	12-15
618 - 1	Marker Post, Witness Posts, and Street Monuments	12-15

DRAWING NUMBER	DRAWING NAME (additional required materials in parentheses)	REVISION DATE
628 - 1	Snow Poles	05-15
634 - 1	Mailboxes	05-15
634 - 2	Mailbox Snow Shield	05-15
I - 5	Loop Detectors - 10 ft/sec ² Deceleration Rate	07-10
I - 6 - A	Mast Arm Traffic Signal Poles (requires H - 2 - C)	04-14
I - 6 - B	Frangible Cast Base Traffic Signal Poles (requires H - 2 - C)	04-14
I - 7 - A - 1	Signal Cabinet & Service Pedestal Foundation Details	06-14
I - 7 - A - 2	Signal Cabinet Foundation Detail	06-14
I - 7 - B - 1	Electronic Cabinet Foundation Detail	04-14
I - 7 - B - 2	Electronic Cabinet & Service Pedestal Foundation Detail	04-14
I - 7 - C	Mast Arm Signal Pole, Lighting Pole and Pedestrian Pole Foundation Details	12-15
I - 8 - A	Breakaway Steel Sign Post Installation Type A	05-15
I - 8 - D	Breakaway Steel Sign Post Installation Type B	05-15
I - 8 - E	Breakaway Sign Posts Type D	12-13
I - 8 - F	Breakaway Sign Posts Type E	12-15
I - 9 - A - 1	B Post and Brace Angle Detail (requires I - 9 - A - 2)	12-13
I - 9 - A - 2	B Post and Brace Angle Detail (requires I - 9 - A - 1)	12-13
I - 9 - B	Cardinal Route Marker Assemblies (requires I - 8 - D)	09-10
I - 9 - C	Route Marker Bracket Details	12-13
I - 10 - A	Extruded Aluminum Signs	11-14
I - 10 - B	Exit Number Panel (requires I - 10 - A)	11-14
I - 11 - A	Standard Route Markers (requires I - 12 - F)	12-13
I - 11 - C	Route Marker Auxiliary Panels (requires I - 12 - F)	12-13
I - 12 - A	Standard Regulatory Signs (requires I - 12 - F)	12-13
I - 12 - D	Standard Warning Signs (requires I - 12 - F)	12-13
I - 12 - F	Punching Schedule for Type "B" or Type "E" Signs	07-14
I - 13	Interstate Exit Number Panels	05-15
I - 21	Standard Pavement Markings for Arterial and Collector Roadways	12-15
I - 22	Freeway Pavement Markings	05-15
P - 1 - A	Temporary Erosion Control Slope Drains (requires D - 4 - A, D - 5, P - 1 - D & P - 1 - E)	11-13
P - 1 - B	Temporary Sediment Control Barriers (requires P - 1 - D)	02-13
P - 1 - C	Temporary Sediment Trap (requires P - 1 - D)	11-13
P - 1 - D	Temporary Erosion Control Diversion Devices & Site Example	12-12
P - 1 - E	Temporary Sediment Control Berms, Dikes, and Swales (requires P - 1 - D)	02-13
P - 1 - F	Erosion and Sediment Control for Temporary Roads (requires P - 1 - D)	12-12
P - 1 - H	Temporary Sediment Control Inlet Protection (requires P - 1 - D)	02-13
P - 2 - A	Erosion and Sediment Control Gabions and Revet Mattresses	02-13
P - 2 - B	Sediment Control Rock Check Dam Types (requires P - 2 - A)	02-13
P - 2 - C	Permanent Erosion Control Slope & Channel Protection (requires P - 2 - A)	11-14
P - 2 - D	Chutes and Flumes (requires P - 2 - A)	10-10
P - 2 - F	Permanent Erosion Control Culvert Outlet Protection (requires P - 2 - A)	10-10
P - 3 - A	Sediment Control Box (Catch Basin)	10-11
P - 3 - B	Water Pollution Control Sediment & Oil Trap (refer to E-9)	10-11
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P - 4 - A	Erosion & Sediment Control Retention Basin	10-10
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R - 1 - B	Highway - Railroad Grade Crossing Signal Type 2	07-10
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R - 2	Highway - Railroad Grade Crossing Area	03-04

INDIVIDUAL STANDARD DRAWINGS ARE AVAILABLE ON THE ITD WEBSITE AT
<http://www.itd.idaho.gov/design/StandardDrawings.htm>

AN ELECTRONIC BOOK OF ALL OF THE STANDARD DRAWINGS IS AVAILABLE ON THE ITD WEBSITE AT
<http://www.itd.idaho.gov/design/StandardDrawingsEbook.htm>

Title VI Special Provisions

"The Idaho Transportation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." The portions of Title VI applicable to this contract are Appendix A and E as follows:

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as

a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**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.

EEO SPECIAL PROVISIONS

PART I Special Equal Employment Opportunity Responsibilities (23 USC 140 and 23 CFR 230, Subpart A and D)

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor shall work with the Idaho Transportation Department (Department) and the Federal Government in carrying out equal employment opportunity obligations and in their review of activities under the contract.
- c. The contractor and all subcontractors holding subcontracts not including material suppliers, of \$10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. (The equal employment opportunity requirements of Form FHWA-1273 are applicable to material suppliers as well as contractors and subcontractors.) The contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The contractor shall accept as operating policy the following statement, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

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

3. Equal Employment Opportunity Officer

The contractor shall designate in a letter to the Engineer the equal employment opportunity officer (hereinafter referred to as the EEO Officer) for the project who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such actions, will be made fully cognizant of, and shall implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement is met, the contractor shall take the following actions as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official. Documentation of this meeting shall be provided to the Engineer prior to the start of the project.
 - (2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment, and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through the company EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Department expects the contractor to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor shall encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants *shall be discussed with employees.*

6. Personnel Actions

The contractor shall establish and administer wages, working conditions, employee benefits and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

- a. The contractor shall conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall 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 shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with obligations under this contract, shall attempt to resolve such complaints, and shall 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 shall inform every complainant of all avenues of appeal.

7. Training and Promotion

- a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Training Special Provision is provided under this contract, this subparagraph will be superseded by the Training Special Provision.
- c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association, acting as agent shall include the procedures set forth below:

- a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor shall use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
- c. The contractor shall 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 Engineer and shall set forth what efforts have been made to obtain such information.
- d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the contractor shall immediately notify the Engineer.

9. Subcontracting

- a. The contractor shall use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees, in accordance with the Disadvantaged Business Enterprise Special Provisions of the contract. Contractors shall obtain lists of minority-owned firms from the Department External EEO Office.
- b. The contractor shall use best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The contractor shall keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor shall be designed to indicate:
 - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b. All such records must be retained for a period of five years from the date of the final payment and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.
- c. The contractors shall submit to the Engineer for the final pay period in the month of July, a report 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.
- d. If the Training Special Provision is provided under this contract, the Engineer will require the contractor to collect and report training data.

11. Sanctions

- a. If an investigation or review by the Department reveals that a contractor or a subcontractor is in non-compliance with these Special Provisions, the Engineer will issue a show cause notice (SCN) to the contractor or subcontractor. This written notice shall state the deficiencies found during the review, and will advise the contractor or subcontractor to show cause within 30 days why sanctions should not be imposed. Within the 30 days the contractor or subcontractor must show good cause or must provide an acceptable agreement for corrective action.
- b. If the contractor or subcontractor does not correct deficiencies and fails to develop, sign and implement a corrective action plan (CAP) within the 30 days stated in the SCN, the Engineer will withhold all progress payments commencing the day after the expiration of the 30-day period.
- c. If the contractor or subcontractor fails to meet the conditions of the CAP, no further show cause notice is required. The Engineer will immediately advise the District Engineer, who will immediately request a formal hearing before a panel consisting of a selected member of the Department's Legal Counsel, Representatives from Roadway Design, External EEO Office, and the District. At this hearing, the contractor will be given the opportunity to offer rebuttal to the findings. The purpose of the hearing will be to examine all documentation and determine which of the following sanctions will be imposed – not whether they will be imposed. Generally, sanctions will be imposed in sequential order for each incident that EEO contract provision violations occur, and are brought before the hearing panel. However, the Department reserves the right to impose any sanction listed depending on the severity of the contractor's deficiency.
 - Withhold progress payments until it is determined that the contractor or subcontractor is found in compliance.
 - Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made.
 - Cancel or terminate the contract for cause in accordance with subsection 108.09 of the Contract Specifications.
 - Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700 whichever is less.
- d. The contractor shall have the right to appeal pursuant to Subsection 105.16 of the Standard Specifications

PART II Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 41 CFR, 60-4:

1. All Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000 are subject to the Department of Labor regulations contained in 41 CFR § 60-4.
2. 41 CFR § 60-4.2 provides for inclusion in contracts of the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area. The goals related to this contract area as follows:

STANDARD METROPOLITON STATISTICAL AREAS
(SMSA) AND ECONOMIC AREAS (EA)

	Goals for minority participation in each trade	Goals for female participation in each trade
IDAHO		
165 Non-SMSA Counties: Bear Lake, Franklin and Oneida	5.1%	6.9 %
166 Non-SMSA Counties: Bannock, Bingham, Blaine, Butte, Bonneville, Camas, Caribou, Cassia, Clark, Custer, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Power, Teton, and Twin Falls	4.0 %	6.9 %
167 Boise City SMSA Counties: 1080 Boise City, Ada	2.3 %	6.9 %
Non-SMSA Counties: Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington	4.4 %	6.9 %
168 Non-SMSA Counties: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone	3.0 %	6.9 %

The U.S. Department of Labor, Office of Contract Compliance Programs (OFCCP) is the only party with the authority to determine compliance with Executive Order 11246 and 41 CFR Part 60-4. For further information, to obtain a copy of the regulation, or to get clarification on the requirements, the Contractor should contact the OFCCP office:

Office of Federal Contract Compliance Programs

620 SW Main Street, Suite 411
Portland, OR 97205
(503) 326-4112

1111 Third Ave. Suite 745
Seattle, WA 98101-3212
(206) 398-8005

Approval:



FHWA Civil Rights Program Manager

06 JUNE 2011

Date

**DISADVANTAGED BUSINESS ENTERPRISE
SPECIAL PROVISIONS FOR RACE/GENDER – NEUTRAL PROJECTS**

On this contract the specified Disadvantaged Business Enterprise (DBE) participation goal is not a set percentage requirement. The Idaho Transportation Department (Department) current Federal Fiscal Year (FFY) overall annual statewide goal is 7.6%. The DBE Directory can be accessed at www.itd.idaho.gov/civil/dbefirms.htm

Disadvantaged Business Enterprise Requirements (49CFR26 as authorized in the Intermodal Surface Transportation Efficiency Act, ISTEA, of 1991 and the Transportation Equity Act for the 21st Century, TEA-21)

1. It is the policy of the Department to ensure that DBEs, as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in United States Department of Transportation (USDOT)-assisted contracts. The contractor shall include these requirements in every subcontract with such modification of language as is necessary to make them binding on the subcontract.

The contractor agrees to ensure that DBE firms have the opportunity to participate in the performance of this contract. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-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 Department deems appropriate.

A DBE firm must be certified in order for their participation to count toward the overall annual Department DBE goal. If a DBE is declared ineligible after the execution of a signed contract, the DBE may complete the work and the DBE's participation will be counted toward the contract goal. If the DBE firm is decertified before the DBE has signed a contract, the DBE firm's participation cannot count toward the overall annual Department DBE goal.

2. The Department determines, based on the DBE goal methodology, an annual DBE goal. The Department will credit dollar volumes of participation by DBE firms toward the annual goal based on the actual expenditures made to DBEs that provide a commercially useful function as adjusted under Section 3 of this DBE Special Provision. (Includes only work actually performed by and paid to the DBE firm, and the cost of equipment, supplies and materials except when equipment, supplies, and materials are purchased and/or leased from the prime contractor.) The bidder hereby certifies that good faith efforts have been taken to seek out and consider DBE firms for work on this project.
3. Fees and expenditures credited to DBE goals are as follows:
 - a. One hundred percent (100%) of the dollar value equal to the distinct clearly defined portion of the work of the contract that the DBE performs with its own forces in a Joint Venture between a DBE and a non-DBE firm.

- b. One hundred percent (100%) of expenditures to a DBE manufacturer, DBE subcontractor, or DBE professional. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, materials, supplies, articles, or equipment.
- c. One hundred percent (100%) of expenditures to a trucking firm that uses trucks it owns, insures, and operates using drivers it employs or for leased trucks from another DBE firm including an owner/operator who is certified as a DBE.
A DBE firm may lease trucks from a non-DBE firm, including an owner/operator and receive credit for the total value of the services provided by the non-DBE firm not to exceed the value of the services provided by the DBE-owned trucks. Additional participation by non-DBE firms receives credit only for fees or commission received.

Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. In respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

A lease must indicate that the DBE has exclusive use of and control over the truck being leased. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- d. One hundred percent (100%) of fees for equipment leased from a DBE firm provided the DBE has ownership or the equipment is registered in the DBE's name. If the DBE obtains the equipment from other sources, the Engineer will only credit the net fee.
 - e. Sixty percent (60%) of expenditures to a DBE regular dealer of supplies who is not a manufacturer. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles, or equipment are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - f. The net fee (if reasonable) for DBE brokers, packagers and manufacturers' representatives.
4. The contractor will be required to identify DBE firms being used on the project on the ITD-315 Request to Subcontract.
- a. The contractor will document and maintain the identity of the DBE firms and non-DBE firms that have been solicited or volunteered quotations. Information will be documented and made available upon request on the work and associated dollar amounts of each DBE firm and non-DBE firm.

- b. The contractor will provide, when requested, the identification of the DBE firms and non-DBE firms that the contractor is using in the execution of the contract.
 - c. The contractor will maintain a description of the work and associated dollar amounts each DBE firm and non-DBE firm used in the execution of the contract.
 - d. The contractor will maintain and make available upon request the dollar amount of the participation of each DBE firm and non-DBE firm utilized.
 - e. The contractor will provide, when requested, the name of the contractor's designated official who is responsible for administering the contractor's DBE program.
5. The contractor will make a documented good faith effort showing actions and support for reaching the Department's overall annual DBE goal.
6. Following is a list of efforts that the Department will evaluate if needed in determining the contractor's good faith efforts to obtain DBE participation. In addition to what efforts were made, consideration will be given to when they were made, and how intensely the efforts were undertaken.
- a. Whether the contractor solicited DBE firms through all reasonable and available means, allowing adequate time for response, and following up on initial solicitations. Including advertisements in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities.
 - b. Whether the contractor selected portions of the work to be performed by DBE firms in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
 - c. Whether the contractor provided interested DBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner.
 - d. Whether the contractor negotiated in good faith with interested DBE firms, not rejecting DBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - e. Whether the contractor made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the Department or contractor.
 - f. Whether the contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - g. Whether the contractor effectively used the services of available minority/women community organizations; minority/women contractors' groups; government business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms.

- h. Whether the contractor was involved in any pre-solicitation or pre-bid meetings that were scheduled to inform DBE firms of contracting and subcontracting opportunities.
7. The DBE firm must perform a commercially useful function on the project in order for the expenditures to be counted toward the overall annual goal. The Department defines a commercially useful function using general industry practices and the provisions of 49 CFR 26. The Department considers a DBE firm to perform a commercially useful function:
- a. when a DBE firm is responsible for the execution of a distinct element of the work by actually performing, managing and supervising the work involved in accordance with industry practices (except where such practices are inconsistent with DBE regulations and requirements); and
 - b. when the DBE firm receives due compensation as agreed upon for the work performed.
8. Breach of Contract/Damages

Whenever the Engineer determines, after investigating and obtaining evidence, that the contractor has not complied with these DBE Special provisions, the Engineer will take the following actions:

- a. Advise the contractor, in writing, that specific (listed) infractions have been observed which must be corrected within five (or fewer) business days, and that failure to take corrective action will result in withholding all or part of progress payments.
- b. If deficiencies are not corrected, the Engineer will withhold progress payments.
- c. If violations persist the Engineer will contact the District Engineer and the EEO Contract Compliance Officer for direction on imposing one or more of the following actions:
 - (1) Withhold all or part of progress payments until it is determined that the contractor is found in compliance.
 - (2) Suspend the contract, in whole or in part, until the contractor is found to be in compliance, with no progress payment being made during this time and no time extension made.
 - (3) Cancel or terminate the contract for cause as authorized under Subsection 108.09 of the Contract Specifications.
 - (4) Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an amount equal to the value of the DBE work items that were not performed by the DBE firm. However, if the failure is the first by the contractor, and the Department determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced to one-half (1/2) of the value of the un-obtained DBE participation based on the DBE firms' work items identified on the

Department form ITD-315 Request for Subcontracts for construction projects and in the Consultant Agreement for consultants. In addition to any other sanctions, willful failure of the contractor or a DBE firm to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in federally funded Department projects.

The contractor shall have the right to appeal pursuant to Subsection 105.16 of the Standard Specifications.

9. Record Keeping

- a. All records relating to the DBE program shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 5 years from the date of final payment of the contract.
- b. The contractor or subcontractor shall make the records pertaining to the DBE program available for inspection, copying or transcription by authorized representatives of the Department or the FHWA and shall permit such representatives to interview employees as necessary.
- c. Failure to submit the required records upon request or to make such records available may be grounds for sanctions as provided under Section 8.

10. Joint Ventures

- a. DBE firms may enter into Joint Ventures with non-DBE firms to participate in transportation construction projects. DBE joint venture applicants must complete Department form ITD-646b, Schedule B – Information for Determining DBE Joint Venture Eligibility and submit it with all accompanying documentation with their bid.
- b. The DBE partner of the joint venture must have a separate agreement showing the DBE partner's bid items. The agreement must be able to define the DBE partner's Distinct Elements of Work that it will perform with its own forces.
- c. Joint venture applications must be submitted and evaluated on a project-by-project basis. The application will be submitted with the bid documentation.

Approval:

FHWA Financial/Civil Rights Program Manager

Date

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL

Local Highway Technical Assistance Council

In compliance with your invitation for bids to be received _____, the bidder certifies to have examined the delivery location and is satisfied as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The bidder hereby proposes to furnish the material for the purchase of traffic control devices, Clearwater County and Jerome County, Idaho, Key No. 18880, in accordance with the 2012 Idaho Standard Specifications, Quality Assurance Manual, Drawings and Plans for the work, Special Provisions, FHWA-1273 Federal Aid Contract Provisions, Civil Rights Special Provisions, Disadvantaged Business Enterprise, all addenda issued prior to bid opening, and the consideration of the unit prices for the several items set forth in the attached bid schedule.

On the acceptance of this proposal for said work, the undersigned will execute Contract Forms CA in accordance with the bid as accepted within 15 days after the prescribed forms are presented for signature.

The bidder further agrees that if awarded the contract work will be completed as stated in the Special Provisions, after authority to proceed has been given in conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.07 of the said Standard Specifications.

By signature on this proposal, the bidder declares under the penalty of perjury under the laws of the United States, that the firm, association, or corporation has not by or through any of its officers, partners, owners or any other person associated therewith, 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 this project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

The undersigned being duly sworn upon oath deposes and says that it complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program).

The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

PROPOSAL

Local Highway Technical Assistance Council

In compliance with your invitation for bids to be received _____, the bidder certifies to have examined the delivery location and is satisfied as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The bidder hereby proposes to furnish the material for the purchase of traffic control devices, Clearwater County and Jerome County, Idaho, Key No. 18880, in accordance with the 2012 Idaho Standard Specifications, Quality Assurance Manual, Drawings and Plans for the work, Special Provisions, FHWA-1273 Federal Aid Contract Provisions, Civil Rights Special Provisions, Disadvantaged Business Enterprise, all addenda issued prior to bid opening, and the consideration of the unit prices for the several items set forth in the attached bid schedule.

On the acceptance of this proposal for said work, the undersigned will execute Contract Forms CA in accordance with the bid as accepted within 15 days after the prescribed forms are presented for signature.

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BASE BID

SCHEDULE OF ITEMS

Project Name: 2016 LHSIP Grouped Sign Project

KEY No. 18880

ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
				<i>DOLLARS</i>	<i>DOLLARS</i>
616-010A	SIGN TY B	SF	2625		\$ -
616-050a	BRKAWY STL SIGN POST TY E	LB	2505		\$ -
616-055a	BRKAWY WOOD SIGN POST TY D	MFBM	10.02		\$ -
617-015A	DELINEATORS (Type 3R - Rigid Post)	EA	1570		\$ -
S901-05A	SP SOLAR FLASHING BEACON SYSTEMS	EA	1		\$ -
S901-05B	SP SOLAR FLASHING BEACON SYSTEMS	EA	5		\$ -
S904-05A	DELIVERY TO CLEARWATER COUNTY	LS	1		\$ -
S904-05B	DELIVERY TO JEROME HIGHWAY DISTRICT	LS	1		\$ -
				TOTAL BID	\$ -

**LICENSE REQUIREMENTS FOR
PLUMBING, ELECTRICAL, AND HVAC WORK**

The contractor must complete this form giving the name, address, and Public Works Contractors License Number for any and all companies who shall, in the event the Contractor secures the contract, complete plumbing, electrical, or HVAC work under the contract in accordance with Idaho Code Section 67-2310. Failure to complete this form as required may render any such bid submitted by contractor unresponsive and void.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named, except as stated in Subsection 107.03 – Licensing of Contractors.

The following are the names, addresses, Public Works Contractors license numbers, and contract amounts of the Contractor or Subcontractor(s) who shall do the plumbing, electrical, or HVAC work under the contract.

Note: Idaho Code Section 67-2310 also states “No general contractor shall name any subcontractor in his bid unless the general contractor received communication from the subcontractor.

A. Plumbing work by:

_____ residing at

_____ whose Idaho Public Works Contractors
License No. is _____ Plumbing Amount: \$_____.

B. Electrical work by:

_____ residing at

_____ whose Idaho Public Works Contractors
License No. is _____ Electrical Amount: \$_____.

C. HVAC work by:

_____ residing at

_____ whose Idaho Public Works Contractors
License No. is _____ HVAC Amount: \$_____.

Explanation as to why completion of this form is not required:

_____.