TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
www.OccoquanVA.gov
info@occoquanva.gov

Occoquan Town Council

Regular Meeting
October 4, 2016 | 7:00 p.m.

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Citizens' Time -** Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.

4. **Approval of Minutes**
   a. September 6, 2016 Regular Meeting Minutes
   b. September 20, 2016 Work Session Meeting Minutes

5. **Councilmember Reports**

6. **Mayor's Report**

7. **Staff Reports**
   a. Town Attorney
   b. Town Engineer
   c. Building Official
   d. Town Manager
   e. Chief of Police
   f. Boards and Commissions

8. **Regular Business**
   a. Recreational Trail Program Grant Agreement – ADA Watercraft Launch
   b. Chief of Police Hiring Process

9. **Closed Session**

10. **Adjournment**

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.
A copy of this agenda with supporting documents is available online at www.occoquanva.gov.

OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes DRAFT
Town Hall – 314 Mill Street, Occoquan, VA 22125
Tuesday, September 6, 2016
7:00 p.m.

Present: Mayor Liz Quist, Councilmembers Jim Drakes, Cindy Fithian, and Joe McGuire
Staff: Kirstyn Jovanovich, Town Manager; Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Sheldon Levi, Chief of Police; Chris Coon, Town Clerk; Abigail Breeding, Town Treasurer
Absent: Vice Mayor Pat Sivigny and Councilmember Matt Dawson

1. **Call to Order**
   Mayor Quist called the meeting to order at 7:00 p.m.

2. **Citizens Time**
   Walter Schutz, VFW, asked the Town Council to waive the usage fee for the VFW to use River Mill Park for a Prisoner of War and Missing in Action Day memorial ceremony. It was moved to approve a waiver of permit fees for the VFW POW/MIA memorial ceremony on September 16, 2016.

   A motion was made by Councilmember Fithian, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.

   John Greenwood, Hometown Go, wanted to formally introduce himself and explain his new business to Council. He stated that his business partners with other local businesses, artists, and musicians to create fun new events. He stated that one of their first events was the Pokémon Cruises on the weekends. He also stated that his business organized an Occoquan clean-up day where 25 individuals came and helped clean up the Town for a couple hours. He stated that he will be having many other types of events and work with many different businesses in the future.

3. It was moved to Town Engineer Report up on the Agenda.

   A motion was made by Councilmember Drakes, seconded by Councilmember Fithian that the Action Item be approved. The motion carried by poll vote, unanimous.

   A. **Town Engineer** Mr. Reese, Town Engineer, reported on the following engineering activities:
      - Land Disturbance Activity report
        a. Vistas at Occoquan has completed one inspection
        b. River Mill Park Phase II

   Councilmember Drakes inquired about solutions for erosion of the stone dust path in River Mill Park. Mr. Reese stated that there are options and the Engineering Groupe is currently investigating in an effort to identify the best solution for the Town. Some

options include ADS pipe to help reroute the water. Also, there has been discussion about changing the stone dust to a coarser material to help prevent erosion.

Councilmember McGuire inquired about when the lights will be placed on the foot bridge. Mrs. Jovanovich stated that VDOT was still sending comments regarding the mounting brackets that need approval before the lights can be place on the foot bridge.

4. Closed Session

Councilmember McGuire moved that the Council convene is closed session to discuss as permitted by Virginia Code §2.2-37711(A) (1) a personnel matter involving other personnel matter related to a specific individual. Councilmember Drakes seconded. **The motion carried by poll vote, unanimously.**

The Council came out of closed session at 8:12 p.m. Councilmember McGuire moved that the council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember Fithian seconded**. Motion passed, Ayes- Councilmember Fithian, Councilmember Drakes, and Councilmember McGuire, by roll call vote.**

5. Approval of Minutes

It was moved to approve the minutes of the August 2, 2016 Regular Meeting with amendments.

A motion was made by Councilmember Drakes seconded by Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.

6. Councilmember Reports

Councilmember Fithian wanted to thank all parties involved from the Town Council and Staff that helped open the park and establish the concert series. She stated that she attended most of the concerts and believes that the attendance of those concerts will increase in following years. She also reported on her environment education and stewardship research regarding location and facts surrounding recycling containers next to the trash bins around town. She was also researching funding for those recycling containers.

Councilmember McGuire reported that the Planning Commission has a meeting scheduled for September 13, 2016. He stated that the Planning Commission will begin evaluating the Town Code Ordinances.

7. Mayor's Report

Mayor Quist reported that Council held the Town Manager's performance evaluation on June 30, 2016. She stated that Council is recommending, in addition to the 1.7 percent increase for all employees included in the FY17 budget, an additional 1.8 percent increase totaling a 3.5 percent increase of pay for the Town Manager from last year's salary.

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It was moved to approve the added percentage to equal a 3.5 percent increase for Kirstyn Jovanovich, retroactive to July 1, 2016.

A motion was made by Councilmember Fithian seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.

8. Staff Reports

B. Town Attorney: Mr. Crim, Town Attorney, reported on the following:

- Kiely property and the appeal of the Building Code ruling: The Virginia State Board of Building Code and Technical Review Board will have their hearing on September 16, 2016 in Richmond, Virginia. Mr. Crim stated that he will attend on the Town's behalf. He also stated that Mr. Kiely could appeal this decision further to the Circuit Court and that he has a pending case against the Houghton's in Circuit Court.

Councilmember McGuire inquired about who was Mr. Kiely's legal representation and Mr. Crim stated that he believed he was representing himself.

C. Building Official: Mr. Barbeau was not present, however, his report was submitted as part of the meeting agenda. No questions were received.

D. Town Manager: Ms. Jovanovich, Town Manager, submitted a manager's report as part of the agenda. The Town Manager requested that the Town Council permit her to donate surplus town items that did not sell through GovDeals to a local charity. It was moved to allow the Town Manager to donate un-sold surplus miscellaneous office materials to a local charity.

A motion was made by Councilmember Fithian seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.

Mrs. Jovanovich also requested that Council authorize the Town Manager to make amendments to the Administrative Manual that are not related to employee benefits. It was moved to authorize the Town Manager to amend the Administrative Manual on items not impacting employee benefits.

A motion was made by Councilmember Drakes seconded by Councilmember Fithian that the Action Item be approved. The motion carried by poll vote, unanimous.

E. Chief of Police: Chief Levi informed Town Council that he is retiring from his position as Chief of Police effective December 3, 2016, Chief Levi provided his August 2016 report with the agenda packet. No questions were received.

Mayor Quist stated that it was a pleasure working with the Chief and that the Town is saddened to see him go and wish him nothing but the best.

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F. Boards and Commissions:

Ms. Seefeldt, Chair, stated that the Architectural Review Board received two exterior elevation applications; both were approved. There was also a work session held on the sign ordinance review.

9. Regular Business

9A. Proclamation for Blood Cancer Awareness Month

It was moved to approve the Blood Cancer Awareness Proclamation and designate September 15, 2016 as Lymphoma Awareness Day and September 2016 as Blood Cancer Awareness Month in the Town of Occoquan.

A motion was made by Councilmember Fithian, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.

9B. Request to Award Contract for FY 2016 Financial Audit

It was moved to award a contract for RFP 2016-001, Annual Financial Audit Services, to Robinson, Farmer, Cox Assoc. (RFC), for the Town of Occoquan Financial Audit.

A motion was made by Councilmember Drakes, seconded by Councilmember Fithian that the Action Item be approved. The motion carried by poll vote, unanimous.

9C. Request to Award contract for Snow Removal Services

It was moved to extend the existing contract with Virginia Lawn Service for snow and ice removal services for one year, Fiscal Year 2017, and set a not-to-exceed amount of $5,000.

A motion was made by Councilmember Fithian, seconded by Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.

9D. Request to Approve After the Fact Emergency Repairs of Town Hall Toilet

It was moved to approve after-the-fact emergency plumbing repairs at Town Hall in the amount of $1,516.90.

A motion was made by Councilmember Fithian, seconded by Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.

10. Adjournment

The meeting was adjourned at 8:36 p.m.

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Christopher Coon
Town Clerk

DRAFT

OCCOQUAN TOWN COUNCIL
Work Session Minutes
Town Hall – 314 Mill Street, Occoquan, VA 22125
Tuesday, September 20, 2016
7:00 p.m.

Present: Mayor Liz Quist, Vice Mayor Pat Sivigny, Matthew Dawson, and Cindy Fithian
Staff: Kirstyn Jovanovich, Town Manager; Abigail Breeding, Town Treasurer; Christopher Coon, Town Clerk.
Absent: Councilmembers Joe McGuire and Jim Drakes

1. Call to Order
Mayor Quist called the meeting to order at 7:03 p.m.

2. Regular Items

A. Treasurer's Report – FY2016 End of Year Report
Abigail Breeding, Town Treasurer, provided the FY2016 End of Year report.

- General Fund actual net income is $26,800 above budget.
- General Fund actual net income is $3,100 above General Fund net income for June 30, 2015.
- Received $5,100 in brick revenue as of June 30, 2016.
- Of Services Expense/Revenue-Engineering, $1,060,600 is attributed to River Mill Park.

Vice Mayor Sivigny inquired about the amount of meals tax received over budget and to what the increase is attributed. Mrs. Breeding stated that the businesses were doing well. Mrs. Jovanovich also stated that Bar-J restaurant opened in February and was not taken into consideration when developing the FY2016 Budget.

Mayor Quist inquired about the amount of business license fees received over budget. Mrs. Jovanovich stated that the contractors working on the construction of River Mill Park were required to obtain a business license in Occoquan.

B. Police Chief Hiring Process
Mrs. Jovanovich stated that Ms. Dana Schrad, Virginia Association of Chiefs of Police, VACP, Executive Director, would attend the October 4, 2016 Town Council meeting to provide background and information on police department structures, as well as expectations regarding one-person police departments. During the October 4, 2016 meeting, Council will also be voting on having an expert panel of members of the (VACP) help with the hiring process of the next Police Department lead officer.

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Mayor Quist stated that a similar process was used for filling the Town Manager position and it was very informative and helpful for the Council to make their final decision.

Mrs. Jovanovich presented information regarding Council requested coverage compared to actual available police coverage. She showed that based on police department goals set by Council, as well as special events, day coverage, and administrative work, the total expected hours for coverage is roughly 416 hours. Using the current police department structure, one full-time and three part-time auxiliary officers, the Town has approximately 216 available hours of police coverage. She stated that with the Town being short 200 hours of coverage, this is a time to reanalyze the department goals and expectations, as well as the appropriate department structure to meet those needs. Mrs. Jovanovich stated that she found that many police departments are either going to a 24-hour police department or are using strategic scheduling to ensure officers are in Town when calls for service are at their peak. She stated that Ms. Schrad would be able to give more insight as to the benefits and downfalls to both on October 4.

Councilmember Dawson inquired about the structure of a police department without a Chief and only having a Town Sergeant. There was some discussion amongst Council regarding what they believed the Town Attorney stated at the previous meeting. They stated that the Town Charter required a Town Sergeant. Mrs. Jovanovich stated that she would get information from the Town Attorney on the requirements of having a Police Chief and/or Town Sergeant.

Mrs. Jovanovich stated that Mrs. Schrad is assisting with providing sample position descriptions in an effort to develop an announcement that Council would be able to review, discuss and edit on October 4. Mrs. Jovanovich also stated that if the Council agreed on the job description, she would like to advertise for the position starting on October 7, 2016. She stated this would allow for a month of collecting applications and interviews could be conducted during the month of November. She also stated that if Council could not come to an agreement on the job description on October 4, or wanted more time, then there would be a high probability they would need to appoint an interim Chief of Police/Town Sergeant until the position could be permanently filled.

Mayor Quist stated that the most important thing to take away from this meeting was to come prepared to have a productive discussion about what they want for the future of the police department, while an expert is there to answer questions on October 4.

3. Other Items

A. Haymarket Council Remarks

Haymarket Mayor David Leake and Haymarket Vice Mayor Joe Pasanello thanked the Mayor and Town Council for the Proclamation that designated September 15, 2016 as Lymphoma Awareness Day and September 2016 as Blood Cancer Awareness Month. They also challenged the Town to participate in lighting something symbolic in red to help spread awareness.

B. Councilmember Fithian Report

Council member Fithian reported on the Occoquan River Communities meeting on September 19, 2016. She stated that the date of the Parade and Winterfest is December 10, 2016, and the tentative times for Occoquan's participation will be 4 p.m. to 7 p.m. The State of the Occoquan Cruise has a tentative date of October 20, 2016, and the Occoquan Regional Park development project should be completed in 2018.

4. Adjournment

The meeting was adjourned at 7:46 p.m.

_____

Christopher Coon
Town Clerk

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J. Matthew Dawson
Jim Drakes
Cindy Fithian
Joe McGuire

TOWN MANAGER
Kirstyn Barr Jovanovich

TOWN ENGINEER
Bruce Reese

Town Engineer's Report
Town Council Meeting – October 5, 2016

Land Development Activity
Vistas at Occoquan
River Mill Park, Phase II

Kayak/Canoe Launch
Goal is to have Request for Proposal (RFP) advertised by 11/30/16, interviews for short-listed firms in January, with Town Council approval in February. Construction would start in Spring 2017.

River Mill Park
Report by The Engineering Groupe attached separately.

Tanyard Hill property
Proffer Condition Amendment (PCA) required for any work on site or to add signage. Working with Prince William County Planning staff to establish process and time frames.

Pond 28 in Prince William County
Pond located upstream of Town, draining to Ballywhack Branch. As part of PWC's stormwater program, the pond was repaired and upgraded over the summer of 2016. Work is completed and Watershed Management will conduct tour of upgraded pond within coming weeks.

Mill Street Preliminary Plan
Preliminary Site Plan submitted by owner. Plan reviewed 6/17/16, with comments returned to owner. No resubmission since.

Gaslight Landing CLOMR (Conditional Letter of Map Revision)
Approved by FEMA 9/16/16.

-END-

RIVER MILL PARK – STATUS REPORT

9-27-2016

Phase I

- Mold issue in building basement
  - Awaiting response from Town and Building Official.
- Bridge Lights
  - ~~Resubmitted 9-14-2016, VDOT OK for Signature Submission via email 9-19-2016.~~
  - VDOT approved 9-23-2016. Coordinate with VDOT on when work is to be performed.
- Extended Conditions
  - Miller Brothers to provide documentation on man hours billed for extended conditions.
- CO's outstanding, railing credit and railing upcharge due to VDOT comments
  - ~~Clarification received, CO's distributed for signature 9-19-2016.~~
  - CO submitted to Town for approval.

Phase II

- Town has requested that a section of fencing be removed at the vehicular access point to the park. Fairfax Water has responded denying the request. **Is this issue closed?**
- Water on stage
  - Response from DCG that there is a slight slope and was built according to plans.
    - TEG is to verify cross slope on stage.
- Trail Erosion
  - TEG is to formulate concept plans on how to convey water across the trail
- Light Poles need to be replaced with ones of correct height and final wiring and hook up done.
  - ~~Added to punch list.~~
- LOVE sign
  - ~~Fairfax Water approved via email 9-12-2016.~~
  - Follow up with Fairfax Water when corrective actions completed.
- CO's outstanding
  - Credit for planter boxes.
  - Upcharge for drainage blanket.
- Water fountain leaking – email to DCG requesting repair (8-24-2016)
  - ~~Added to punch list for repair~~
- Bike racks need to be installed
  - ~~Added to punch list.~~
- Drainage issue at building roof downspout discharge
  - ~~Added to punch list.~~

- Site walk through with DCG on 9-9-2016
    - ~~Punch list distributed via email 9-14-2016.~~
    - Punch list items being completed.

Other Items

- Proposals for irrigation of park.

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BUILDING OFFICIAL
Joseph E. Barbeau, Jr.

SEPTEMBER 2016 REPORT TO THE TOWN COUNCIL
BUILDING OFFICIAL REPORT

PERMITS ISSUED

204 Mill St., Madigan's Restaurant Permit issued to install new roofing materials. Permit issued after work had begun.
304 Mill St., Permit for Gas installations at the Snack Shack.

CERTIFICATES OF OCCUPANCY ISSUED

No Certificates of Occupancy have been issued in this month.

INSPECTIONS

Date	Activity
8/26/2016	Building Mechanical and Electrical Rough Inspections at 114 Poplar Ln, Approved.
8/29/2016	Plumbing Rough Inspection at 114 Poplar Ln., Approved.
9/7/2016	Footing inspection for basement entry at 114 Poplar Ln., Approved.
9/9/2016	Wall inspection for basement entryway at 114 Poplar Ln., Approved.
9/14/2016	Stair Inspection for the placement of concrete stairway at 114 Poplar Ln., Approved.
9/22/2016	Inspection of framing and Electrical installations at 304 Mill St., Approved.
9/22/2016	Inspection for working without a permit at 305 Union St., work was stopped until permit application was received.

DOCUMENT REVIEW

No documents are currently under review.

ACTIONS

Two projects have been recently identified as beginning work without the benefit of proper permitting. One was at 204 Mill St, Madigan's Restaurant, and the other was at 305 Union St., in both cases the work was stopped until the proper permit applications were filed. The doubling of fees for this work was applied.

At the Technical Review Board Hearing in Glen Allen on 9/16/2016 the decision to deny the Plumbing permit for the property at 430 Mill Street was overturned, as was the sustainment of that decision by the Prince William Appeals Board. We are awaiting the official notice of this decision which will be rendered at their next meeting. At that time we will be ordered to issue this permit.

RECOMMENDATIONS
There are no recommendations for the Council at this time.

OTHER
There is nothing to report at this time.

End of Report, submitted on 09/26/2016.

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Town Manager's Report
Town Council Meeting – October 4, 2016

Dock Repairs
An Eagle Scout has completed the repairs behind Gaslight Landing boardwalk on the weekend of September 17 and 18, 2016. In addition, town staff performed repairs to other portions of the boardwalk, including replacement of twisted railings. Some minor repairs are still needed including replacement of spindles.

Park Benches
An Eagle Scout candidate will build four benches and concrete pads for use in the new park in October. The candidate has been working with Fairfax Water to develop the appropriate pad, materials and locations.

Auto Decals
The 2017 Auto Decal notices have been mailed. New decals are required to be posted by November 15, 2016. Instead of being open on a Saturday morning, Town Hall will stay open late on November 1 and 15, until 7 p.m. for decal purchases.

Kayak/Canoe Launch
The grant agreement is on the Council agenda for approval. It is intended to begin construction in spring 2017.

Fall Cleanup Day
The FOTO Cleanup Day will be on Saturday, October 15, 2016 from 9 a.m. to 12 p.m. Donna Brown will staff the volunteer table. Volunteers are needed.

Tanyard Hill Property
Working on preparing a rezoning request and comprehensive plan amendment for Prince William County in order to allow the installation of a trail and signage on the Tanyard Hill (Oaks III) property. The submission is expected before the Board of Supervisors in the fall.

Arts and Crafts Show
The Fall Arts and Crafts Show went well with very few issues. We expect revenue to be in line with previous Fall show revenues. As a comparison, we brought in approximately $24,000 in bus revenue for this show, which is in line with the average of $24,691 for bus revenue over the last three fall shows. We will be sending out a survey to obtain feedback from our volunteers and vendors, and will be holding an after action meeting with staff. Please send any comments to Donna by October 7. A report on the Fall Show will be provided during the October work session.

-END-

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TOWN MANAGER
Kirstyn Barr Jovanovich

CHIEF OF POLICE
TOWN SERGEANT
Sheldon E. Levi

Occoquan Police Department

Monthly Town Council Report
October 04, 2016

Departmental Goals

(Set by Town Council in February 2016)

Goal 1: Protection of private property
Goal 2: Improvement of pedestrian safety
Goal 3: Increased patrol hours including nights and weekends
Goal 4: Prioritizing community meetings outside of town
Goal 5: Updating department policies

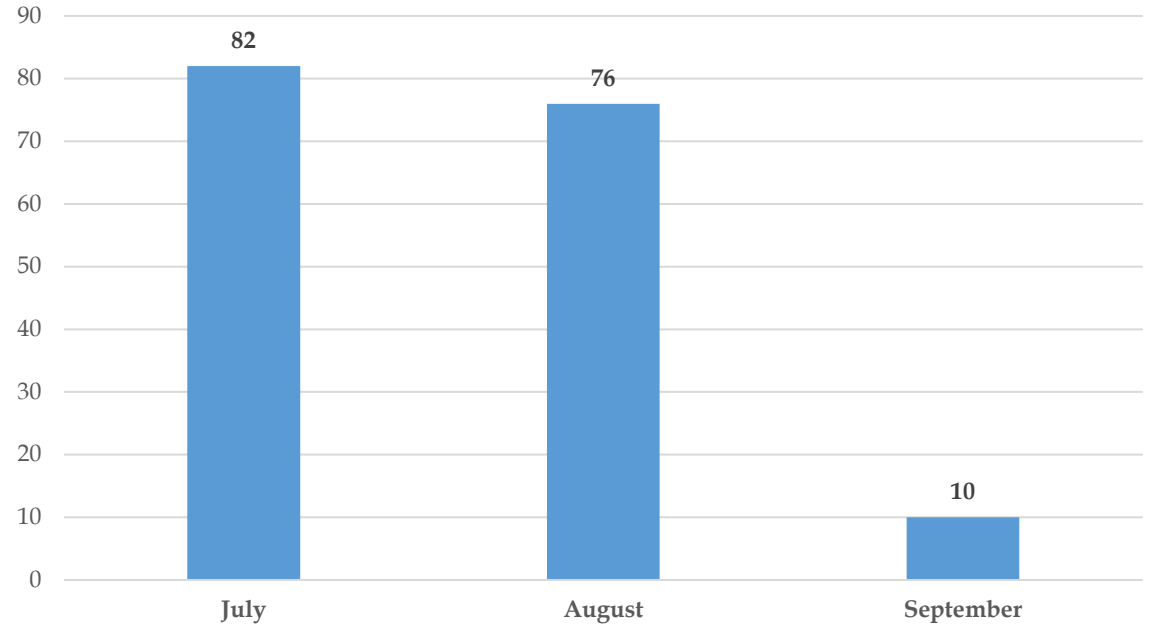
Significant Incidents

Nature	Date	Location	Details
Suspicious vehicle	09/02/2016	VDOT Lot	Informed of a vehicle up on a jack in the VDOT Lot. Ran the tag and identified the owner as a resident. Resident came by while there, they were having a problem with a wheel. Issued a parking violation for no town decal.
Summons service	09/02/2016	Washington Street	Assisted PWC warrant officer with an attempt to serve a summons in the town. No service, subject was not at home.
Town business	09/02/2016	Various	Delivered the monthly packages to council member's homes.
Parking violation	09/02/2016	Union Street	Dispatched to a parking violation, but complainant was not at location; GOA. On my way out of Town at the end of shift I found the violator and complainant. Civil matter, and parties were discussing amicable resolution.
Bird rescue	09/02/2016	Rear of Museum	A great horned owl became entangled in fishing line and was hanging well out and

			over the river. The owl rescue was accomplished with the help of the Raptor Conservancy of Virginia, a very good citizen, and Carlton Phillips was going to come up by boat had the citizen not been able to accomplish the task. The owl unfortunately did not survive. Based on witness accounts the owl became entangled and visible at about 3:30 pm and we were able to rescue it about 5:30 pm.
Hit & Run	09/02/2016	Mill Street	Small truck struck a car, but fled the scene. No tags were recorded. Owner of struck vehicle declined filing a report.
Financial Scam	09/06/2016	Washington Street	Spoke to a business owner about a check fraud scam. Referred the owner to the Financial Crimes Section of PWCPD.
Financial Scam	09/07/2016	Mill Street	Spoke to a business owner about a check fraud scam. Referred the business owner to the Financial Crimes section of PWCPD. Does not appear to be related to the scam of 09/06/16.
Found Property	09/08/2016	MDP	Received found contraband from staff. The contraband was found in Mamie Davis Park. Searched around MDP and did not find any other contraband.
Disabled motor vehicle	09/13/2016	Mill Street	Came upon a disabled motor vehicle. The condition of the vehicle was suspicious. ID'd the driver and the vehicle. Everything was in order. The vehicle was started and left the Town.
Follow Up	09/13/2016	Mill Street	Met with victim of threats about additional information from a previously reported incident.
Follow Up	09/15/2016	Mill Street	Investigated report of stolen property previously reported. Saw what may be the property, but nobody at the location to be able to verify.
Shooting into vehicle	09/17/2016	Ellicott Street	Dispatched to a vehicle parked for 3+ weeks with what appeared to be a bullet hole in one of the windows. Processing of the vehicle was turned over to a PWCP crime scene technician. Owner information

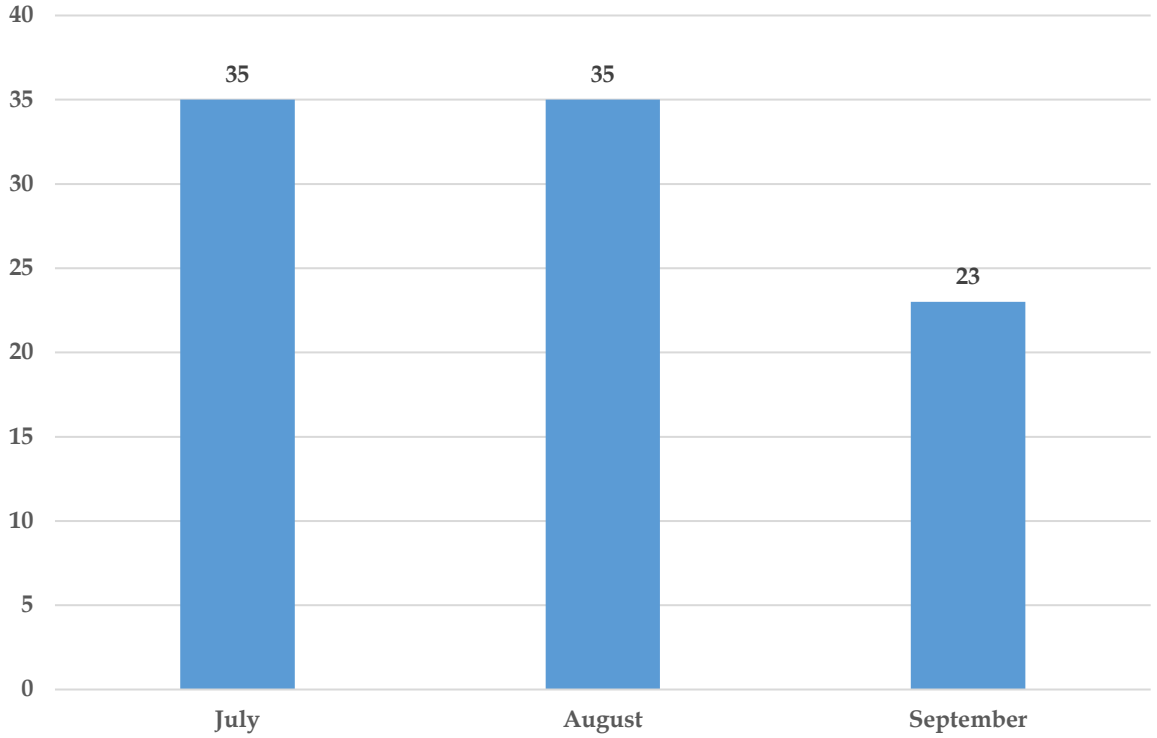
			investigated and initial contact was completed by OPD.
Follow Up	09/17/2017	Mill Street	Checked serial number of a canoe that matched the description of a stolen canoe previously reported. No match.
Suspicious Person/WMD	09/17/2016	Commerce, Ellicott & Mill Streets, foot bridge, service road on Fairfax side	Report of a male bouncing a tennis ball as he walked, leaving a trail of a white powdery substance. Could not locate the male. After consultation with PWCPD decided no threat.
Crafts Show	09/24 & 25/2016	Historic District	Overall the show went very well. Weather did not pose any issues. The following are the most significant events of the show; - Hit & run of a vendor tent (no damage), but resulted in DUI arrest. - Total of 3 cars towed all weekend. - Medical emergency on Mill Street. Handled by OWL. - A vendor struck another vendor's tent & damaged merchandise. The owner of the vehicle immediately reported it & settled with the other vendor amicably in cash. - Assault reported at a business on Mill Street. - Injury occurred to passengers on a bus that had abruptly stopped. Minor injuries reported. Civil matter & handled by the bus company.

Total Summonses FYTD (GRAPH) [1]



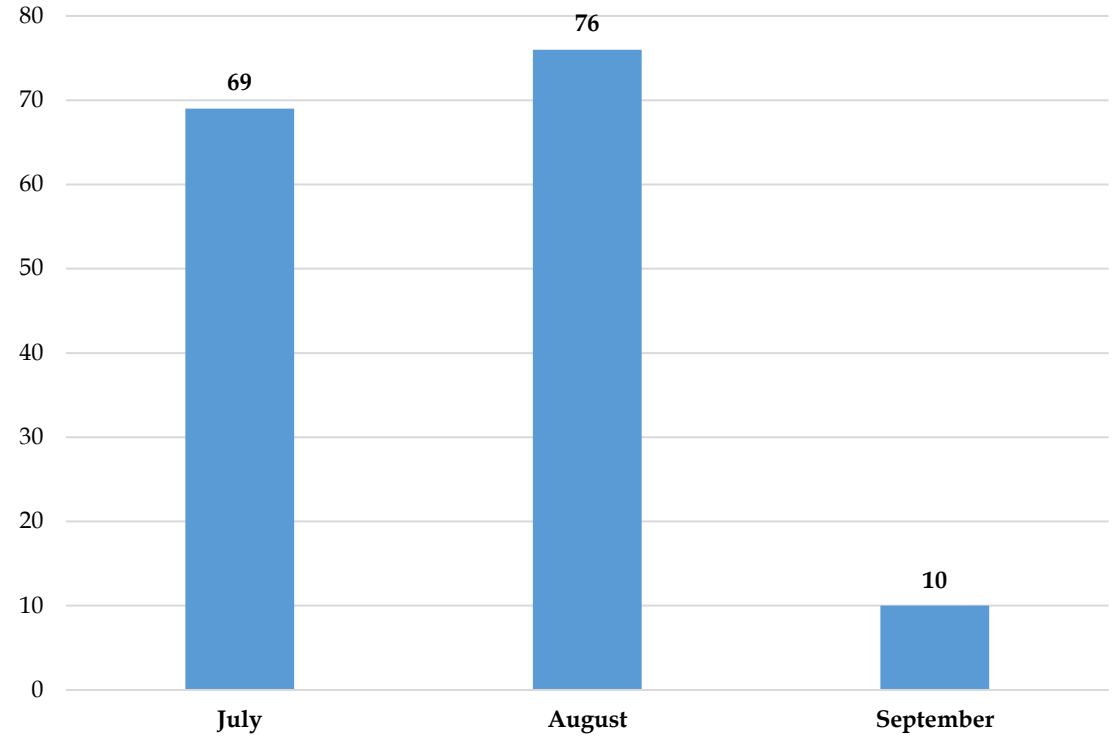
[1]Goals 1, 2
Includes all summonses issued.

Parking Tickets Issued FYTD (GRAPH) [2]



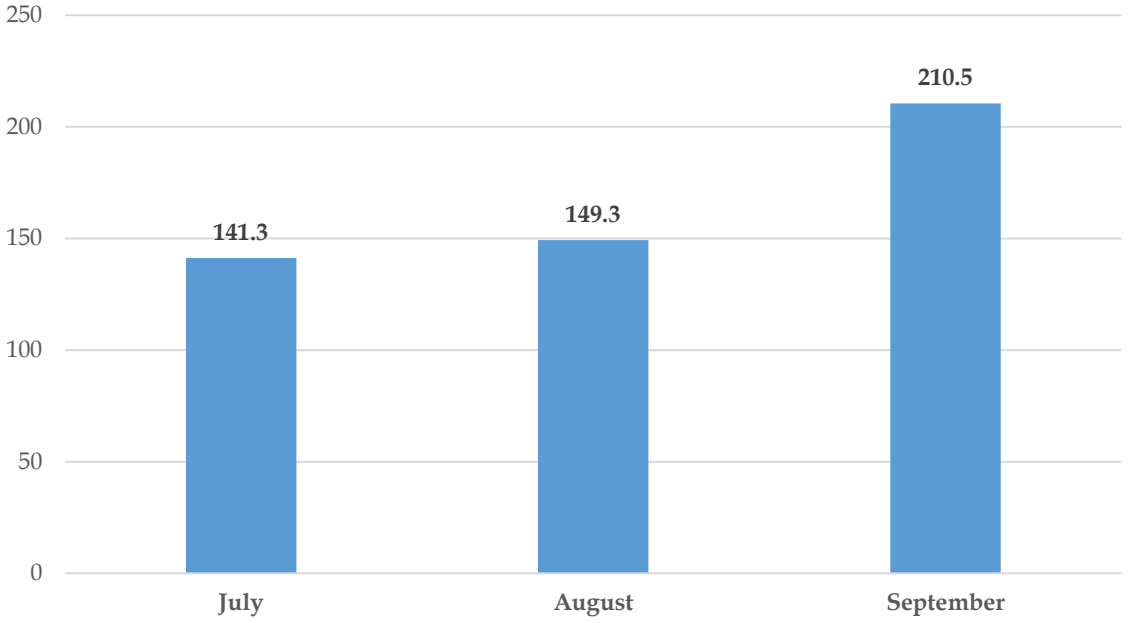
[2]Goal 2

Traffic Enforcement FYTD (GRAPH) [3]



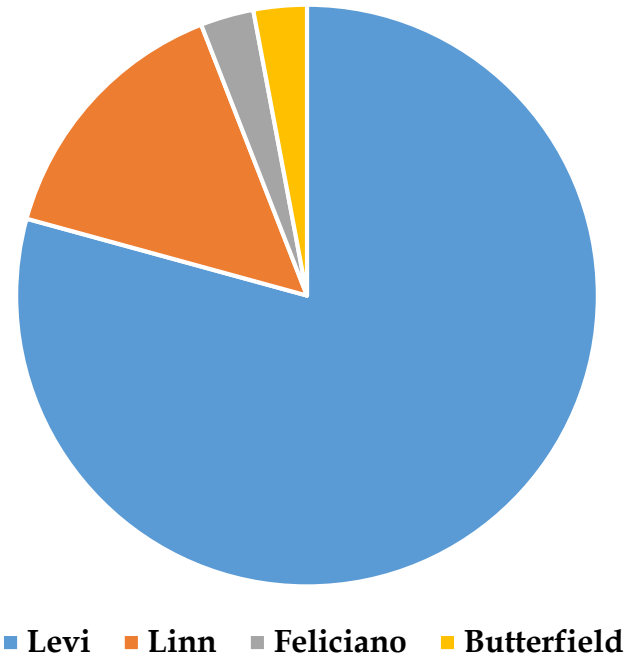
[3]Goal 2
Includes speeding and other traffic offense summonses.

Patrol Hours FYTD (GRAPH) [4]

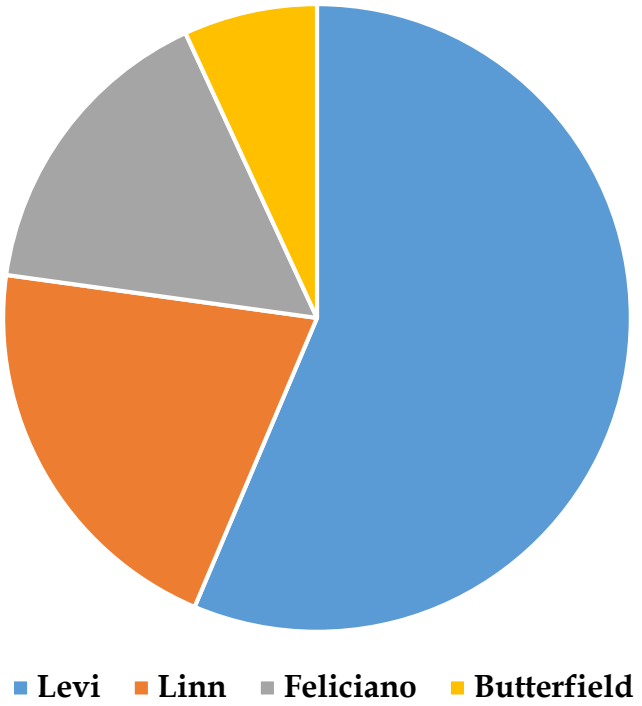


[4]Goals 1, 2, 3
September includes patrol hours for all OPD officers on duty during Craft Show.

Total Administrative/Training Hours FYTD



Total Patrol Hours FYTD



Community Relations

Provided police presence at the final concert for the Music on Mill concert series.
Provided and coordinated police coverage for semi-annual Arts and Crafts show.
Attended quarterly meeting of the Police Board of Bull Run ASAP. (9/14/2016)
Met with the Virginia Marine Police to discuss potential issues and areas of concern. (9/14/16)

Current Initiatives

Update General Orders; currently working with VML to finalize revised draft of Department's General Orders.[5]

[5]*Goal 5*

TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	**Meeting Date:** October 4, 2016
8 A: Recreational Trail Program Grant Agreement – ADA Watercraft Launch	

Explanation and Summary:
This is a request approve the project agreement with the Department of Conservation and Recreation to participate in the Recreational Trails Program, an 80/20 matching grant program, for the construction of the ADA accessible canoe and kayak launch under the Route 123 bridge. The Town Attorney has reviewed the document. The minimum total project cost to receive the full award amount of $100,000, is $125,000.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: $125,000
Account Number: FY 2017 CIP – Canoe/Kayak Ramp Installation

Proposed/Suggested Motion:
"I move to approve the Project Agreement with the Virginia Department of Conservation and Recreation for State Project Number VRT-297, and to authorize the mayor to sign it."

OR

Other action Council deems appropriate.

Attachments: (1) Project Agreement

Molly Joseph Ward
Secretary of Natural Resources

Clyde E. Cristman
Director

COMMONWEALTH of VIRGINIA

DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
Deputy Director of Administration and Finance

David C. Dowling
Deputy Director of Soil and Water Conservation and Dam Safety

Thomas L. Smith
Deputy Director of Operations

September 6, 2016

VIA Electronic Delivery

Kirstyn B. Jovanovich, CFM
Town Manager
Town of Occoquan
314 Mill Street
Post Office Box 195
Occoquan, Virginia 22125

Dear Ms. Jovanovich:

It is my pleasure to inform you that the Department of Conservation and Recreation (DCR) has received approval from the Federal Highway Administration (FHWA) on the Recreational Trails Program grant for the Occoquan Water Trail.

The Recreational Trails Program is an 80/20 matching, reimbursement program administered in Virginia by DCR in partnership with the FHWA. The maximum grant award approved for your project is **$100,000.00**. The minimum total project cost to receive the full award amount is $125,000.00. The reimbursement and reporting requirements will be explained to you during the grant award meeting with DCR scheduled for Monday, September 12, 2016. It is imperative that these requirements be strictly adhered to throughout the life of the grant.

We look forward to working with you on this Recreational Trails Program grant.

Sincerely,

Danette M. Poole
Planning and Recreation Resources Division Director

C: Synthia Waymack, DCR

Enclosure

Molly Joseph Ward
Secretary of Natural Resources

Clyde E. Cristman
Director

COMMONWEALTH of VIRGINIA

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RECREATIONAL TRAILS PROGRAM (RTP)
FEDERAL HIGHWAY ADMINISTRATION – FHWA
CFDA Number: 20.219

Project Agreement

Recipient: Town of Occoquan

Project Title: Occoquan Water Trail Access

State Project Number: VRT-297

Project Period: 09/06/2016 to 06/30/2019

Project Scope: Installation of an ADA non-motorized watercraft launch under the Route 123 Bridge for access to the Occoquan Water Trail.

Total Project Cost: $125,000.00 (minimum to receive total grant award amount)

Grant Award Amount: $100,000.00

Funding Sources: NRT-10FY(001) in the amount of $32,289.00, and
NRT-13FY(001) in the amount of $67,711.00.

Upon signature of both parties below, the Department of Conservation and Recreation (DCR) **and** the Town of Occoquan, **hereinafter referred to as the** "Recipient" **mutually agree to perform this agreement in accordance with the Recreational Trails Program as codified at 23 U.S.C. 206, the provisions and conditions of the FHWA Interim Guidance dated April 1, 1999, as amended, and Title 2, 23 and 49 CFR. (http://www.whitehouse.gov)**

In accepting this agreement, as evidenced by the signature below, the Recipient agrees to comply, adhere and abide with the following conditions of this agreement:

Project Execution:

1. Fiscal Procedures, Procurement and Bidding Procedures of the Recreational Trails Program as outlined in Recreational Trails Program Manual.

2. Specific project application and amendments submitted for funding assistance under the Recreational Trails Program.

3. All applicable state, federal and local laws, regulations and ordinances including but not limited to compliance with the Virginia Erosion & Sediment Control and Virginia Stormwater Management Laws & Regulations. The Recipient agrees to contact both the appropriate state and/or federal agency and DCR if any unexpected environmental or other concerns are encountered during project construction.

4. Submission of Quarterly Progress Reports on status of grant implementation. First report due no later than **30 December 2016**. All correspondence pertaining to this project must reference State Project Number **VRT-297.**

5. The recipient agrees to comply with the Virginia Seed Law to ensure no noxious weed seeds are introduced into the project area.

6. The project period shall begin with the date of approval of the project agreement and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner; in which event, the project shall end on the date of completion or termination.

7. The Recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify DCR of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

8. The Recipient will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The Recipient will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The Recipient will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The recipient will adhere to at Time of Year Restriction on tree clearing between 15 April and 15 September of any given year to be protective of the Northern long-eared bat (*Myotis septentrionalis)* and Indiana Bat (*Myotis sodalis).*

12. The Recipient shall secure completion of the work in accordance with engineer approved, signed and dated, construction plans and specifications and shall secure compliance with all applicable Federal, State, and local laws and regulations.

13. The Recipient will comply with Executive Order 12432, "Minority Business Enterprise Development and the DBE Policy and Procedure as outlined in the attached DBE Policy. DCR and the Federal Highway Administration are committed to the objectives of this policy and encourage all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

14. In accordance with RTP guidance and 2 CFR 200.317, RTP Recipients must adhere to the Commonwealth of Virginia's construction procurement requirements, the Buy America Act and the federal requirements outlined in form FHWA 1273.

15. Bid documentation must contain notice that partial funding for the project is being provided by the Recreational Trails Program of the Federal Highway Administration administered in Virginia by DCR and must be undertaken in accordance with the Recreational Trails Program guidance of the FHWA and the with 2, 23 and 49 CFR.

16. Plans and bid documentation must be administratively reviewed by DCR prior to the start of work on the project. Administrative review is defined as a review of bidding documents, construction plans, specifications and/or contractual documents to determine consistency with the approved Recreational Trail Program project agreement. DCR's administrative review and permission to proceed shall not be considered a professional architectural, engineering or legal review, or an endorsement of design practices and standards.

17. Contracts must be awarded to the lowest responsive and responsible bidder. Project work shall not be awarded to any vendor which is debarred or suspended or is otherwise excluded for or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." All vendors and contractors providing supplies, materials, goods, equipment, services, etc. for the project must be licensed in Virginia as required.

18. Recipients are responsible for ensuring that all contracts are in compliance with federal and state laws concerning the solicitation of supplies, equipment and services.

19. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Recipient shall contact DCR to discuss changes in scope of work that will bring the project to a point of recreational usefulness agreed upon by the Recipient, DCR and FHWA, or his designee.

20. Copies of all permits (land disturber, stormwater management, erosion and sediment control, Virginia Department of Transportation right of way permit for ingress/egress and travel of ATVS across public road right of way, nationwide, local building, etc.) issued for the project must be submitted to DCR for the grant file.

21. The Recipient agrees that DCR's waiver or failure to enforce or require performance of any term or conditions of this project agreement or DCR's waiver of any particular breach of this project agreement by the Recipient extends to that instance only. Such a waiver or failure to enforce is not and shall not be a waiver of any of the terms or condition of this project agreement or a waiver of any other breaches of the project agreement by the Recipient and does not bar DCR

from asserting any and all rights and/or remedies it has or might have against the Recipient under this project agreement or by law.

Record Retention:

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 49 CFR for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period starts from the date of the final expenditure report for the project.

2. The Federal Highway Administration, Comptroller of the United States of America, DCR or any of their authorized representatives shall have access to any books, documents, papers, and records of the recipient which are pertinent to this Recreational Trails Program grant project for the purpose of making audit, examination, excerpts and transcripts.

Project Termination:

1. DCR may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the conditions of the project agreement. DCR will promptly notify the Recipient in writing of the determination and the reasons for the termination, together with the effective date.

2. Termination by the Recipient either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by DCR, the Recipient and the FHWA.

Reimbursement Documentation:

1. Documentation providing verification and proof of payment of all eligible expenditures including copies of invoices, cleared checks (front and back), time sheets, etc. is required to be submitted to DCR in order to receive reimbursement, either partial or in full.

2. Reimbursements are paid on an 80% matching reimbursement basis not to exceed the actual out of pocket expense or the total grant award amount.

3. Each reimbursement request must be accompanied by a signed Financial Report Form.

4. Request for reimbursement must be submitted no less than once per year during the grant life on completed work that has been paid by the Recipient. The grant must be completed **by 30 December 2019.**

5. Reimbursements are normally processed in thirty (30) days once complete and acceptable documentation has been received and verified.

6. Projects utilizing other federal funds in addition to the Recreational Trails Program funding must demonstrate adherence to the 95% rule which states that the total federal dollars on a project cannot exceed 95%. Each reimbursement request must adhere to this rule. Other federal funding added to the project after RTP approval will not be allowed as match or not eligible for reimbursement and could result in rescission of the RTP award when the programs rules and regulations would prohibit the multiple federal funding sources.

7. Twenty percent (20%) of the grant award amount is held in retainage until the work described in

the scope of work is completed and satisfactorily inspected by DCR.

Project Extensions

Extensions of the grant expiration date will only be considered when there are documented circumstances beyond the control of the Recipient (severe weather events, etc.). Extensions are not a right and may be denied on the constraints of the grant program guidelines, source of funding, insufficient progress or poor project administration. Requests for extensions must be submitted no less than 90 days prior to project expiration.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

Commonwealth of Virginia
The Department of Conservation and Recreation

By_____ Date 9/6/14
Danette Poole
Planning and Recreation Resources Division Director

Town of Occoquan

By_____
Print Name

_____ Date_____
Signature

_____
Title

Department of Conservation & Recreation

Disadvantaged Business Enterprise (DBE) Policy and Plan for Virginia Recreational Trail Program

Initiated August 2006

Policy

Section 110 (b) of the Transportation Equity Act for the 21st Century placed significant emphasis on increasing opportunities for Disadvantaged Business Enterprises (DBE). In 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) extended this requirement as did the Moving Ahead For Progress in the 21st Century (MAP-21) in 2012.

The Virginia Department of Conservation & Recreation is committed to the proper administration of the Recreational Trail Program including the requirement that Disadvantaged Business Enterprises shall have the maximum opportunity to participate in Recreational Trail Program projects financed, in part, with federal funds.

As such, DCR will require that RTP recipients, heretofore called the "Recipient" take all appropriate and reasonable steps to make a good faith effort in this regard for achieving compliance with the provisions of 49 CFR Part 26, to ensure that DBEs are given the maximum opportunity to compete for and perform contracts for RTP projects. Recipient shall not discriminate on the basis of race, color, sex or national origin, in the award of RTP funded projects.

Definitions

Definitions as given in 49 CFR Part 26 and 23, as amended and Chapter 17 of the Virginia Department of Transportation's Local Assistance Division guidance document (http://www.virginiadot.org/business/resources/local_assistance/LAD_LAP_manual_final/CH17_Civil_Rights.pdf) will be used to define to RTP grant recipients the following terms:

- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Small Business Concern
- ☐ Socially and Economically Disadvantaged Individuals
- ☐ Owned and Controlled
- ☐ Manufacturer
- ☐ Regular Dealer
- ☐ Other Socially and Economically Disadvantaged Individuals

Compliance & Procedure

Federal guidelines require that work performed and materials purchased be procured on a competitive basis and that the award go to the lowest, responsive and responsible bidder.

To demonstrate that a "Good Faith effort" is made RTP Recipients are required to:

1. Sign Project Agreement that shows
   (a) the Recipient, its agents, employee, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR, Part 26 and Part 23, as amended;
   (b) that the RTP Recipient shall take appropriate and reasonable steps in accordance with 49 CFR, Part 26, and Part 23 as amended, to ensure that DBE's have an opportunity to compete for and perform on contracts and subcontracts;
   (c) Use the listing of certified DBE firms online at www.DMBE.state.va.us or those provided by the Department of Minority Business Enterprises, 200-202 9th Street, 11th Floor, Richmond, Virginia 23219, or 804.786.6585 or 1.800.223.0671 (Virginia Only) DBEs within the project area.

2. RTP Recipients are instructed to advertise bid information in at least one newspaper with the widest circulation, at least one trade association publication and at least two minority-focused media if available within the bid area.

3. RTP Recipients must identify as part of their *required* competitive bid documentation all of the DBEs, if any, who participated in the bid process. In addition, RTP Recipients will be required to identify the primary location of each DBE contractor identified on their list, the mailing address and the type of work performed by each

4. RTP Recipients will indicate the DBE participation in the total project expressed as a dollar value in the final performance report for the project.

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 contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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.

S102CF2-0813

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

July 26, 2013

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

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

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

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

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

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

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

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

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

Waivers:

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

1. that the use of domestic steel or iron materials would be inconsistent with the public interest; or

2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

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

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and

2. Analysis of redesign of the project using alternative or approved equal domestic products

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

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

Alternative Bidding Procedures:

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

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

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

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

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

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

Certification of Compliance:

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

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

TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	**Meeting Date:** October 4, 2016
8 B: Chief of Police Hiring Process	

Explanation and Summary:
The Town's Chief of Police/Town Sergeant will retire effective December 3, 2016. During the September 20, 2016 work session, the Town Council discussed utilizing the Virginia Association of Chiefs of Police (VACP) to assist the town in the hiring process, including review and interview of applicants utilizing a VACP panel of experts. The process would result in a recommendation of candidates to the Town Council for interview. This process is proposed at a not-to-exceed amount of $3,000.

Dana Schrad, VACP Executive Director, will be at the meeting to discuss expectations of a one-person department and options for whether or not to expand the department.

This is a request to enter into an MOU with VACP to assist the Town in the hiring process for the Chief of Police/Town Sergeant. The Town Council will also need to finalize the position announcement and job description prior to advertising the position.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: NTE $3,000
Account Number: Public Safety Grant

Proposed/Suggested Motion:
"I move to enter into a Memorandum of Understanding with the Virginia Association of Chiefs of Police to provide the town with police chief selection and assessment services and approve a not-to-exceed amount of $3,000 utilizing public safety grant funds."

AND

"I move to approve the proposed position description and announcement for Chief of Police/Town Sergeant (as amended) and begin the search and hiring process."

OR

Other action Council deems appropriate.

Attachments: (3) VACP MOU
One-Person Police Department Research, Prepared by Dana Schrad
Draft Position Description and Announcement

Memorandum of Understanding between
Virginia Association of Chiefs of Police and the Town of Occoquan, Virginia
RE: Agreement by VACP to provide police chief selection and assessment services
To the Town of Occoquan

On the basis of discussions between representatives of the Virginia Association of Chiefs of Police ("VACP") and the Town of Occoquan ("Town") the entities agree to the following:

The Town will be responsible for:

- Receiving the applications for the position of town police chief through a date to be determined by the Town Manager, and forwarding copies of applications for review to the VACP. The Town may choose to forward only those applications to the VACP that have met the minimum qualifications for employment as stated in the position announcement;
- Working with the VACP to select a group of applicants to be fully vetted and interviewed for final consideration for the position of Town police chief;
- Providing a site and administrative support for the VACP to conduct an assessment of the finalists;
- Reimbursing the VACP for direct costs, to include travel, lodging, per diem and honorariums for VACP staff and panelists to conduct the assessment and interview process, not to exceed $3,000.00 in total expenses.

The VACP will be responsible for:

- Reviewing and ranking the applications for police chief to recommend to the Town manager those individuals who are qualified for further vetting through the selection process;
- Holding confidential those resumes and applicant names, and maintaining regular communication with the Town manager, throughout the selection process;
- Selecting a peer panel of Virginia active and/or retired police chiefs with relevant experience to serve on an interview and assessment panel to interview the finalists and provide recommendations to the Town manager for final selection;
- Providing notes and written updates to the Town manager on the assessment process;
- Invoicing the Town manager for reasonable and relevant costs, based on approved state travel guidelines, incurred through the assessment and selection process.

Term of Memorandum
The term of this Memorandum shall commence as of the signing date and shall continue until the completion of the assessment process.

Confidentiality
Neither party, nor its employees or agents, shall disclose the terms of this Memorandum or any confidential or proprietary information of the other party to any third party without the prior written consent of the other party, except as otherwise required by law. The obligation of confidentiality shall survive termination of this Memorandum.

Governing Jurisdiction
This Memorandum shall be subject to and governed by the laws of the Commonwealth of Virginia.

For VACP:	For Town of Occoquan:
	_____
September 19, 2016	
Dana G. Schrad,	_____ Printed Name/Title
VACP Executive Director	_____ Date

One-Man Police Departments/Town Sergeants
Prepared by Dana Schrad, Executive Director, Virginia Association of Chiefs of Police
September 27, 2016

There are many similarities between the one-man police department and the town sergeant position, the key being that the individual has primary responsibility for town safety but also has to have a strong working relationship with the county sheriff or police chief and the State Police when the need for backup arises.

Most of them are NOT full-time departments – the chief works the day shift and turns primary enforcement over to the supporting larger agency for the weekend, evening and overnight shifts. Additionally, most of the one or two man departments have auxiliary/volunteer officers that provide support. It is critically important that auxiliary officers are properly trained (as required under Virginia law), properly supervised, and limited in use.

The other one-man departments in Virginia are:
Brookneal PD – works closely with the Campbell County Sheriff's Office.
Remington PD – even though the PD is listed as a one-man department, Chief Proffit actually has four officers he supervises. However, they were originally a one-man department.
Glen Lyn PD and Rich Creek PD: both in Giles County, provided support by the county sheriff's office.
LaCrosse PD: adjacent to South Hill, South Hill PD provides primary enforcement in the area, the LaCrosse town sergeant has limited duties.
Burkeville PD: mostly an administrative chief/town sergeant, Nottoway County Sheriff's Office provides primary enforcement services.
Glasgow PD: works with Rockbridge County Sheriff's Office.
Rural Retreat PD: works with Wythe County Sheriff's Office.

NOTE: Keep in mind that most of the other one-man departments in Virginia are in rural counties where the county sheriff has concurrent jurisdiction and actually takes primary responsibility for enforcement in all areas of the county, even in towns with a one-man police department. Occoquan is unique in that it is a town with a one-man department in a county that is served by a county police department. (appointed vs. elected county police leadership.) This can lead to a very different working relationship when the one-man department relies primarily on a county police chief rather than a county sheriff for its force multiplier.

Traditionally, one-man departments rarely survive as full-service police departments. One of three things usually happens:

1. The one-man department expands its staff to meet the demands and priorities of the town.
2. The one-man department is part-time and the county chief or sheriff provides primary enforcement services.
3. The one-man department cannot be sustained by the town and is dissolved.

This is the best description I found for a one-man department. There are relevant components in this job description for one-man departments.

Town Sergeant

Job Description:

TOWN SERGEANT – GLASGOW, VA Pop. 1,134. 1.5 sq. miles in area consisting of approximately 535 residences, 15 businesses and 1 industry. Glasgow is located in southeast Rockbridge County, in close proximity to Buena Vista, Lexington, Lynchburg and the City of Roanoke at the confluence of the James and Maury Rivers and is only a short distance away from the Blue Ridge Parkway, Appalachian Trail and Natural Bridge historic landmark, and is home to a launching point for whitewater rafting on the James River. This position is solely responsible for providing the protective service functions for the Town including the enforcement of local ordinances and applicable State laws. The successful candidate must be a highly energetic, creative and innovative thinker who possesses excellent people skills and who is willing to participate in community service and public relations activities and events, and have a proven track record of building and maintaining cooperative and collaborative relationships with colleagues, residents and other law enforcement agencies. A High School diploma and considerable experience in law enforcement is required. Current State of Virginia certification as a law enforcement officer is preferred. Salary is negotiable DOQ, with excellent benefits. This position reports to the Town Manager. A copy of the job classification is available on the Town's website at: www.glasgowvirginia.org. The position is open until filled.

Position Type:

Full Time

Salary:

Negotiable DOQ/DOE

Benefits:

Yes, Full Benefits

Job Category:

Police

Job Location:

Glasgow, VA

Town of Occoquan, Virginia

Job Description

314 Mill Street, Occoquan, VA 22125
www.occoquanva.gov

Position: CHIEF OF POLICE/TOWN SERGEANT	**Salary:**
Department: PUBLIC SAFETY	**Work Schedule: Variable**
Position Type: PERMANENT, FT	

Performs difficult professional and administrative work in directing all Police Department and public safety activities, and related work as required. Work involves setting policies and goals under the direction of the Town Manager. Departmental supervision is exercised over full time, part time and auxiliary police officers and administrative public safety personnel. Appointed by the Town Council; reports to the Town Manager.

ESSENTIAL JOB FUNCTIONS

The following tasks are intended only as illustrations of various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Plans, programs, directs and evaluates the operation of the Police Department.
- Develops annual budget proposal and controls budgeted expenses.
- Formulates and implements police policy, procedures, rules, regulations and programs.
- Prepares and reviews operational and administrative reports.
- Promotes, assigns and disciplines personnel.
- Supervises maintenance of records and materials associated with law enforcement activities or administration.
- Prepares and supervises work assignments.
- Maintains liaison with other town, county, state and federal agencies and assists with criminal investigations in the area.
- Supervises requisition of supplies and recommends equipment purchases.
- Makes periodic public addresses concerning police operations and law enforcement.
- Develops and evaluates programs and activities to improve law enforcement operations.
- Attends meeting and serves on committees, boards and agencies related to promoting crime prevention and improving law enforcement.
- Evaluates work of subordinates.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES

Comprehensive knowledge of the rules and regulations of the department; thorough knowledge of approved principles, practices and procedures of police work; thorough knowledge of pertinent Federal and State laws and municipal ordinances; thorough knowledge of the geography of the Town and the location of important buildings; ability to command respect of the officers and to assign, direct and supervise their work; ability to deal with the public courteously and firmly and to establish and maintain satisfactory public

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relations; ability to analyze complex police problems and situations and to adopt quick, effective and reasonable courses of action; skill in the use of firearms and the operation of a motor vehicle; ability to maintain and establish working relationships with associates and the general public.

MINIUMUM TRAINING AND EXPERIENCE

Bachelor's degree with coursework in justice administration or related field and extensive law enforcement, management and investigative experience or equivalent combination of education and experience. Requires a valid State Driver's License and Virginia DCJS Law Enforcement Officer Certification.

PHYSICAL REQUIREMENTS

This is moderate work requiring the exertion of up to 50 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force regularly to move objects; work requires crouching, reaching, standing, and repetitive motions; excellent vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, night vision, peripheral vision, preparing and analyzing written or computer data, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to adverse environmental conditions.

POSITION SPECIFICS

Benefits: Employer Paid Life Insurance and Disability; Employer Match for Simple IRA

Disclaimer: This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

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TOWN OF OCCOQUAN

314 Mill Street
Occoquan, VA 22125
www.occoqaunva.gov

NOW HIRING:
CHIEF OF POLICE/TOWN SERGEANT

The Town is seeking qualified candidates for the position of Chief of Police/Town Sergeant. Please send your cover letter and resume to Kirstyn Jovanovich, Town Manager, PO Box 195, Occoquan, VA 22125, or kjovanovich@occoquanva.gov. **Open until _____.**

To view the complete job announcement, visit www.occoquanva.gov.

CHIEF OF POLICE/TOWN SERGEANT – OCCOQUAN, VA Pop. 1,025. 0.2 sq miles in area consisting of a historic waterfront business district and low, medium and high density residential. Occoquan is located within Prince William County on the border of Fairfax County and is 25 miles south of Washington DC. This position is solely responsible for providing the protective service functions for the Town including the enforcement of local ordinances and applicable State laws. The successful candidate must be a highly energetic, creative and innovative thinker who possesses excellent people skills who is willing to participate in community service and public relations activities and events, and has a proven track record of building and maintaining cooperative and collaborative relationships with colleagues, residents, businesses and other law enforcement agencies. The successful candidate will have experience with managing and developing personnel, budget and policy development, and have significant experience and understanding of community policing practices.

A bachelor's degree with coursework in justice administration or related field and extensive law enforcement experience, or an equivalent combination of education and experience is required. A valid State Driver's License and DCJS Certification is required. This position is appointed by the Town Council and reports to the Town Manager.

Position Type: Full Time, Exempt
Salary: Negotiable
Benefits: Employer paid life and disability; Employer match for Simple IRA
Job Category: Police
Job Location: Occoquan, VA

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