

CIVIL RIGHTS DIVISION
REQUIREMENTS FOR THE
LOCALLY ADMINISTERED PROJECTS
(FEDERALLY FUNDED PROJECTS)

The LOCALITY, its agents, employees, 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 the Virginia Fair Employment Contracting Act, Sections 2.2-4200 through 2.2-4201 of the Code of Virginia, as amended. During the performance of this Agreement, the LOCALITY agrees as follows:

- a. The LOCALITY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the LOCALITY. The LOCALITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the LOCALITY has agreements of over ten thousand dollars.
- b. The LOCALITY will, in all solicitations or advertisements for employees placed by or on behalf of the LOCALITY, state that the LOCALITY is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The LOCALITY will include the provisions of the foregoing paragraphs "a" and "b" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this section shall be deemed to empower any agency to require any LOCALITY to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such LOCALITY in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

NON-DISCRIMINATION PROVISION: The LOCALITY agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Sections 49 CFR 21 and 26 CFR 710.405(b) are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The LOCALITY shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

In the event of the LOCALITY'S noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including but not limited to:

- a. withholding of payments to the LOCALITY under this Agreement until the LOCALITY complies; and/or
- b. cancellation, termination or suspension of this Agreement, in whole or in part.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Agreement, the LOCALITY, for itself, its assignees and successors in interest, agrees as follows:

- a. Compliance with Regulations: The LOCALITY will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: The LOCALITY with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LOCALITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontractors: In all solicitations, either by competitive bidding or negotiation made by the LOCALITY for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LOCALITY of their obligations under this Agreement.
- d. Information and Reports: The LOCALITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LOCALITY is in the exclusive possession of another who fails or refuses to furnish this information, the LOCALITY shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Incorporation of Provisions: The LOCALITY will include the provisions of paragraphs "a" through "d" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The LOCALITY will take such action with respect to any subcontractor or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the LOCALITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LOCALITY may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the LOCALITY certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to

perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The LOCALITY further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the LOCALITY agrees to ensure that all citizens have equally effective communication. The LOCALITY agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The LOCALITY will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

GOAL SETTING PROCESS

DISADVANTAGED BUSINESS ENTERPRISES: The LOCALITY, 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, which is hereby made part of this Agreement by reference. The LOCALITY shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, and Part 23 as amended, to ensure that DBE's have equal opportunity to compete for and perform on contracts and subcontracts under this Agreement.

A Disadvantaged Business Enterprise ("DBE") is a business certified in accordance with the guidelines of 49 CFR, Part 26, and Part 23, as amended, by the United States Department of Transportation designated and approved agency. A listing of certified firms can be located at www.DMBE.state.va.us or by contacting the Department of Minority Business Enterprises, 200-202 9th Street, 11th Floor, Richmond, Virginia 23219, or by calling (804) 786-6585.

DBE contract goals are established by the District Civil Rights Office (DCRO) in accordance with established Department policy.

CONSTRUCTION: The LOCALITY will submit the detail estimate for the proposed project, which includes work activities and their associated costs, and the final total cost assigned to the project, to the DCRO no later than two months prior to advertisement, in order that DBE goals can be established. Once the project has been advertised and bids received by the LOCALITY, the LOCALITY will forward the DBE information regarding DBE participation commitment from the lowest responsive and responsible bidders to the DCRO for review and recommendations regarding award of the project. The award of all bids must adhere to federal regulations, as promulgated in 49 CFR, Part 26 and Part 23 and the DEPARTMENT'S Special

Provision for Section 110.04 of the Specifications relative to ‘good faith efforts’ by contractors in making the required DBE participation. Prior to award, contractors are expected to achieve the DBE goal or demonstrate that a good faith effort has been made to achieve the goal.

After award, the LOCALITY will submit a copy of the signed contract and supporting DBE information to the DCRO. **All contractors that fail to meet the DBE goal are subject to review by the DEPARTMENT to determine whether a ‘good faith effort’ was made as outlined in 49 CFR, Parts 26.53 and Special Provision 110.04.** The locality is responsible for ensuring that the contractor achieves the goal or demonstrates that a good faith effort has been made. After award, in the event of the LOCALITY’S noncompliance with the provisions of this part, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including but not limited to:

- a. withholding of payments to the LOCALITY under this Agreement until the LOCALITY complies; and/or
- b. cancellation, termination or suspension of this Agreement, in whole or in part.

PROFESSIONAL SERVICES: The LOCALITY will submit information for the service(s) to be performed to include scope of work, reporting requirements, and duration of contract, no later than two months prior to release of Request for Proposals (RFP) to the DCRO for review, in order that a DBE goal can be established. Once the RFP has been advertised and responses received, the LOCALITY will forward to the DCRO, the results of evaluation of the proposals received to include firm data sheet, DBE subcontracting plan, letter indicating DBE agreement to perform work, and rating criteria for determining good faith effort relative to the attainment of the DBE goal. The DCRO will recommend selection of bidder for award. The award of bids must adhere to the federal regulations, as promulgated in 49 CFR, Part 26, Part 23 and the DEPARTMENT’S Special Provision for Section 110.04 of the Specifications relative to ‘good faith efforts’ by contractors in making the DBE participation. After the contract is awarded, the LOCALITY will submit a copy of the signed consultant agreement. The locality is responsible for ensuring that the contractor achieves the goal or demonstrates that a good faith effort has been made. After award, in the event of the LOCALITY’S noncompliance with the provisions of this part, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including but not limited to:

- a. withholding of payments to the LOCALITY under this Agreement until the LOCALITY complies; and/or
- b. cancellation, termination or suspension of this Agreement, in whole or in part.

COMPLIANCE MONITORING

The LOCALITY must take every reasonable step to ensure that DBEs committed to perform work under contract perform a commercially useful function (“CUF”). It is the DEPARTMENT’S responsibility to determine compliance with the commercially useful function requirement. The requirements are described in 49 CFR, Part 26.55. The DCRO will monitor construction activity to ensure that DBE firms are performing work in accordance with federal regulations. The DCRO will conduct DBE Compliance Reviews on each DBE firm performing work for participation credit/goal attainment on each project.

The LOCALITY will ensure that the DCRO receives copies of all contracts awarded and DBE subcontracts, which will initiate the monitoring process. Compliance monitoring includes: site visits, review of documents such as material tickets, subcontracts, lease agreements, etc. and any other information needed to render a compliance determination.

MONITORING PAYMENTS TO DBE FIRMS

VDOT requires that the LOCALITY maintain records and documents of payments to DBE firms for the performance of their contract or subcontract. At a minimum, these records must consist of type of work DBE firm performed, dates of work, dollar amount paid for work, and on what date payment was made. These records must be submitted on a MONTHLY basis to the DCRO for each locality. Documentation should be submitted on form C-63/A.

The LOCALITY will ensure that all DBE firms are paid promptly in accordance with 49 CFR, Part 26.29. The DEPARTMENT'S prompt pay guidelines are indicated in the DBE Program Plan.

The LOCALITY will maintain records and documents verifying DBE firms awarded contracts and subcontracts to include: name of DBE firm, indicating if firm is a certified minority or woman owned firm, type of work; and dollar value of contract or subcontract and dates work was performed.

ON THE JOB TRAINING ("OJT") PROGRAM: The LOCALITY, its agents, employees, 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 special training provisions in accordance with 23 CFR, Part 230.107(b), as amended, which is hereby made part of this Agreement by reference. The LOCALITY shall take all necessary and reasonable steps to ensure training and upgrading of minorities, women, veterans, and other disadvantaged persons toward achieving journeymen status within a given construction trade. The program seeks to reduce overhead costs associated with training through a stipend reimbursement to the contractor while offering the opportunity to enhance short and long-term workforce needs. The current OJT reimbursement rate is three dollars per trainee hour.

The OJT program requires full utilization of all available training and skill-improvement opportunities to assure the increased participation of minority groups and disadvantaged persons and women in all phases of the highway construction industry. It is the intent that each contractor's workforce and construction site should reflect the same diversity as the community.

TRAINEE GOALS

The DCRO will set a trainee goal on all federally assisted contracts in accordance with guidelines outlined in 23 CFR, Part 230, Parts 111, 113 and 117. The DCRO will determine the trainee goal prior to advertisement. The DCRO will approve all trainee enrollments to ensure that disadvantaged persons are given opportunities for training utilizing form C-65. Trainee work classifications and the requirements of each will follow those already developed by the DEPARTMENT and the Virginia Transportation Construction Alliance ("VTCA"). Copies of the OJT Trainee Classification Handbook can be obtained by contacting the DCRO.

MONITORING OF OJT PROGRAM

VDOT requires that the LOCALITY maintain records and documents of trainee enrollments to include: name of trainee, sex, gender, trainee work classification, hourly wage rates, start date, completion date and wage increments as training progressed. This information will include reason(s) trainees do not complete the training program and number of dropouts and terminations prior to completion of the training program. WEEKLY trainee records will be submitted to the DCRO on form C-67.

The LOCALITY will compile OJT records and submit them on a quarterly basis to the appropriate DCRO for each locality. Documentation will be submitted no later than the first day of the first month following the federal fiscal year quarter, which commences October 1st. The LOCALITY will submit an annual report to the appropriate DCRO no later than the third of each January for the preceding calendar year.

The LOCALITY will maintain records and documents supporting the reimbursements to contractors for each trainee hour achieved via the OJT program. These records will include: contractor's name, project number, location of project, trainee goal for the contract, name of trainee(s), trainee(s) work classifications, number of hours completed by each trainee(s), and dollar amount paid to the contractor. Civil Rights Division Trainee Certificates will be presented to each trainee completing the OJT program. It is recommended that copies of these certificates be part of the OJT trainee records.

CONTRACTOR COMPLIANCE: The LOCALITY will ensure that all contractors and subcontractors awarded work will meet contractual Equal Opportunity ("EO") requirements under Executive Order 11246, as amended, 23 U.S. C., FHWA-1273 (23 CFR, Parts 633), Section 110.03 (Equal Employment Opportunity) of Roads and Bridges Specifications and Title VI of the Civil Rights Act of 1964, as amended. All contractors and subcontractors will submit to the DCRO the required information to include the EO Policy, EO Liaison Officer, company employment (C-64) and monthly project site employment reports (C-57) as indicated in Section 110.03 of Roads and Bridges Specifications.

The DCRO will monitor for adherence to Contractor Compliance as outlined in 23 CFR, Part 230.409, 411, and 413.

The LOCALITY will forward copies of all awarded contracts to the appropriate DCRO to initiate the monitoring process. The monitoring process includes: project site visits, employee interviews, and review of documentation (subcontracts, lease agreements, material tickets, etc.). Formal Contractor Compliance EO Reviews will be conducted by the DCRO as needed. Guidance for conducting compliance reviews is provided in the Contract Compliance Plan (Part I of Affirmative Action Plan) approved by Federal Highway Administration in 2002. Copies of the Plan can be obtained from the DCRO.

REPORTING: The LOCALITY, its contractors and subcontractors having a contract or subcontract of at least \$10,000 or more is required to submit an annual employment report to the DCRO in accordance with 23 CFR, Part 230.21. The report reflects all employees on site during the third week of each month of July during which work is performed. This information will be submitted to the DCRO on form C-57 indicating number of employees in each work classification, their race and sex. All employees on site must be accounted for to include men and women, both journeymen level, trainees and apprentices.

The annual employment report will be submitted to each DCRO for each federally assisted project no later than the second week of each August.

RECORD KEEPING: The LOCALITY will maintain all records pertaining to the individual projects for five years after completion of each project. Records shall include but not be limited to contracts, subcontractors, purchase orders, material delivery tickets, lease agreements, joint check agreements, payments made to contractors, inspections and permits. This is in accordance with federal guidelines.

The LOCALITY shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such regulations, orders and requirements.

The Department's Civil Rights Division or Office of Inspector General or FHWA will perform audits as needed to ensure compliance with all Guidelines.

CIVIL RIGHTS DIVISION
REQUIREMENTS FOR THE
LOCALLY ADMINISTERED PROJECTS
(STATE FUNDED PROJECTS)

VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT: The RECIPIENT, its agents, employees, 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 the Virginia Fair Employment Contracting Act, Sections 2.204200 through 2.2-4201 of the Code of Virginia (1950), as amended. During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the RECIPIENT. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the RECIPIENT has Agreements of over ten thousand dollars.
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that the RECIPIENT is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The RECIPIENT will include the provisions of the foregoing paragraphs "a" and "b" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this section shall be deemed to empower any agency to require any RECIPIENT to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such RECIPIENT in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

NON-DISCRIMINATION PROVISION: The RECIPIENT agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Sections 49 CFR 21 and 26 CFR 710.405(b) are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The RECIPIENT shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this

Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. withholding of payments to the RECIPIENT under this Agreement until the RECIPIENT complies; and/or
- b. cancellation, termination or suspension of this Agreement, in whole or in part.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest (herein referred to as "the RECIPIENT"), agrees as follows:

- a. **Compliance with Regulations:** The RECIPIENT will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. **Nondiscrimination:** The RECIPIENT with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontractors:** In all solicitations, either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement.
- d. **Information and Reports:** The RECIPIENT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - 1) withholding of payments to the RECIPIENT under this Agreement until the RECIPIENT complies, and/or

2) cancellation, termination or suspension of this Agreement, in whole or in part.

- f. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraphs "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The RECIPIENT will take such action with respect to any subcontractor or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RECIPIENT may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the RECIPIENT certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The RECIPIENT further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the RECIPIENT agrees to ensure that all citizens have equally effective communication. The RECIPIENT agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The RECIPIENT will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

DISADVANTAGED BUSINESS ENTERPRISES: The RECIPIENT, its agents, employees, assigns, or successors, and any person or firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of Section 110.04 Roads and Bridges Specification pertaining to the Use of Minority Business Enterprises. The RECIPIENT will take all necessary and reasonable steps to ensure that minority/female owned firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement.

A Disadvantaged Business Enterprise ("DBE") is a business certified in accordance with the guidelines of 49 CFR, Part 26, as amended, by the United States Department of Transportation

designated and approved agency. A listing of certified firms can be located at www.DMBE.state.va.us or by contacting the Department of Minority Business Enterprises, 200-202 9th Street, 11th Floor, Richmond, Virginia 23219, or by calling (804) 786-6585.

REPORTING

The RECIPIENT will provide the Departments' DCRM with information on each certified minority or female owned firm contracted or subcontracted work. This information will include: name of firm, type of certified firm, type of work performed, dates of work, dollar value of contract/subcontract and dates payment was made for work. This information needs to be maintained and submitted to the appropriate DCRM no later than the first day of the first month of federal fiscal quarter commencing on October 1st.

ON THE JOB TRAINING (OJT) PROGRAM: The RECIPIENT, its agents, employees, 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 special training provisions in accordance with Section 518 of Roads and Bridges Specifications. The RECIPIENT shall take all necessary and reasonable steps to ensure training and upgrading of minorities, women, veterans, and other disadvantaged persons toward achieving journeymen status within a given construction trade. The program seeks to reduce overhead costs associated with training through a stipend reimbursement to the contractor while offering the opportunity to enhance short and long term workforce needs. The current OJT reimbursement rate is three dollars per trainee hour.

The OJT program requires full utilization of all available training and skill-improvement opportunities to assure the increased participation of minority groups and disadvantaged persons and women in all phases of the highway construction industry. It is the intent that each contractor's workforce and construction site should reflect the same diversity as the community.

TRAINEE GOALS

The DCRM will set a trainee goal in accordance with guidelines outlined in Section 518 of Roads and Bridges Specifications on each project. The RECIPIENT will contact the DCRM prior to the advertisement of the contract to obtain the trainee goal. The DCRM will approve all trainee enrollments to ensure that disadvantaged persons are given opportunities for training. Trainee work classifications and the requirements of each will follow those already developed by the Virginia Transportation Construction Alliance (VTCA). Copies of the OJT Trainee Classification Booklet can be obtained by contacting the DCRO.

MONITORING OF OJT PROGRAM

VDOT requires that the RECIPIENT maintain records and documents of trainee enrollments to include: name of trainee, sex, gender, trainee work classification, hourly wage rates, start date, completion date and wage increments as training progressed. This information will include reason(s) trainees do not complete the training program and number of drop-outs and terminations prior to completion of the training program.

The RECIPIENT will compile OJT records and submit them on a quarterly basis to the appropriate District Civil Rights Manager for each locality. Documentation will be submitted no

later than the first day of the first month following the federal fiscal year quarter, which commences October 1st. The RECIPIENT will submit an annual report to the appropriate District Civil Rights Manager no later than the third of each January for the preceding calendar year.

The RECIPIENT will maintain records and documents supporting the reimbursements to contractors for each trainee hour achieved via the OJT program. These records will include: contractor's name, project number, location of project, trainee goal for the contract, name of trainee(s), trainee(s) work classifications, number of hours completed by each trainee(s), and dollar amount paid to the contractor. Trainee Certificates will be presented to each trainee completing the OJT program. It is recommended that copies of these certificates be part of the OJT trainee records.

CONTRACTOR COMPLIANCE

The RECIPIENT will ensure that all contractors and subcontractors awarded work will meet contractual Equal Opportunity requirements under Section 110.03 (Equal Employment Opportunity) of Roads and Bridges Specifications and Title VI of the Civil Rights Act of 1964, as amended. All contractors and subcontractors will submit to the DCRM the required information such as EO Policy, EO Liaison Officer, company employment and monthly project site employment reports as indicated in Section 110.03.

The Virginia Department of Transportation Civil Rights Division will monitor for adherence to Contractor Compliance.

The RECIPIENT will forward copies of all awarded contracts to the appropriate DCRM to initiate the monitoring process. The monitoring process includes: project site visits, employee interviews, and review of documentation (subcontracts, lease agreements, material tickets, etc.). Formal Contractor Compliance Equal Opportunity Reviews will be conducted by the DCRM as needed.

REPORTING

The RECIPIENT, its contractors and subcontractors having a contract or subcontract of at least \$10,000 or more is required to submit a monthly employment report the first three months after construction begins and an annual employment report to the CRD in accordance with Section 110.03 of Roads and Bridges Specifications. This information will be submitted to the DCRM indicating number of employees in each work classification, their race and sex. All employees on site must be accounted for to include men and women, both journeymen level, trainees and apprentices.

The monthly reports will be submitted to each DCRM no later than the fifth of the month reflecting the previous months project site representation.

The annual employment report will be submitted to each DCRM for each state project no later than the second week of each August and should reflect all employees on site during the third week of July during which work is performed.

All reports indicating race will reflect the categories specified in Section 110.04 of Roads and Bridges Specifications.

RECORD KEEPING

The LOCALITY will maintain all records pertaining to the individual projects for three years after completion of each project. Records shall include but not be limited to contracts, subcontractors, purchase orders, material delivery tickets, lease agreements, joint check agreements, payments made to contractors, inspections, and permits. This is in accordance with the Department's Record Retention Schedule.

The LOCALITY shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such regulations, orders, and requirements.

The Department's Civil Rights Division or Office of Inspector General Auditing Division will perform audits as needed to ensure compliance with all guidelines.