

RESOLUTION

WHEREAS, the City of Morgantown has applied to the West Virginia Department of Transportation, Division of Highways, for a grant to fund the Morgantown Walnut Street Streetscape 2012 Transportation Enhancement Program project .

WHEREAS, the total eligible project costs of the grant to help fund the aforementioned project will be \$437,500 with \$350,000 coming from the Federal Highway Administration Funds and a \$87,500 local match coming from the City of Morgantown; and

WHEREAS, the West Virginia Department of Transportation has tentatively approved the \$350,000 grant contingent upon the City of Morgantown executing the agreement hereto attached and made a part of this Resolution; and

WHEREAS, Morgantown City Council is of the opinion that it is in the best interest of the citizens of the community for the project to be undertaken and the agreement to be executed.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 7th day of May, 2013, that its City Manager is authorized to execute the Agreement (State Project U331-MOR/GA-17. 00) - Federal Project TEA-2012(602)D, and EA-2012 (638) D hereto attached.

Mayor

City Clerk

AGREEMENT

STATE PROJECT: U331-MOR/GA-17.00

FEDERAL PROJECT: TEA-2012(602)D; TEA-2012(638)D

MORGANTOWN WALNUT STREET STREETScape 2012

MONONGALIA COUNTY

THIS AGREEMENT, executed in duplicate, made and entered into this _____ day of _____, 201____, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called "**DEPARTMENT**" and the **CITY OF MORGANTOWN**, hereinafter called "**SPONSOR**".

WITNESSETH that,

WHEREAS, DEPARTMENT and **SPONSOR** have determined that a project for the construction of sidewalks, street lighting, pedestrian crosswalks, and landscaping is an eligible project for funding under the Transportation Enhancement Program as appropriated in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and

WHEREAS, DEPARTMENT desires to cooperate with **SPONSOR** in accomplishing the project; and

WHEREAS, by Resolution bearing the date of the _____ day of _____, 201____, the Morgantown City Council directed the proper authorities to execute, acknowledge and deliver this Agreement, a copy of which Resolution is affixed hereto and made a part hereof;

NOW THEREFORE, it is mutually agreed as follows:

- A. That **SPONSOR** shall contract with a qualified consultant for the following work elements:
1. Design,
 2. Engineering,
 3. Plans, specifications and estimates package (and any other bid related documentation); for the project and shall submit such designs to

DEPARTMENT for review and written approval prior to any construction then contract with a qualified contractor for construction of those project elements approved within the design plan, which may include:

1. New sidewalk construction with appropriate Americans with Disabilities Act (ADA) curb cuts with detectible warning devices (truncated domes) on both sides of Walnut Street between Spruce Street and High Street;
2. Installation of bump-outs and pedestrian crosswalks at street intersections;
3. Minor utility relocation during construction; and
4. Landscaping to include pedestrian amenities. The above described scope of work is to hereafter be referred to as "**PROJECT**".

- B. That **SPONSOR** shall provide for, or cause to be provided for, the future maintenance of **PROJECT** for a period of no less than fifteen (15) years once the work under this Agreement is completed. Further it is acknowledged and agreed that all future maintenance of project elements constructed under this Agreement will be the sole responsibility of **SPONSOR**.
- C. That the total eligible project cost as set by this Agreement is four hundred thirty-seven thousand five hundred dollars (\$437,500) and the amount of funds available for reimbursement from **DEPARTMENT** shall be eighty percent (80%) of the funds expended by **SPONSOR** for eligible project costs, up to a maximum reimbursement of three hundred fifty thousand dollars (\$350,000). **SPONSOR** shall be responsible for the remaining twenty percent (20%) of the eligible project costs that are expended, in addition to all costs deemed ineligible by **DEPARTMENT**. **SPONSOR** will also be responsible, at the one hundred percent (100%) level, for any and all costs in excess of the total eligible project cost as set by this Agreement including any deficiencies found upon inspection/final inspection of the project or deviation from the plans and specification approved by **DEPARTMENT**. **SPONSOR'S** twenty percent (20%) match for the estimated total eligible project cost is eighty-seven thousand five hundred dollars (\$87,500).
- D. That **SPONSOR** may submit invoices to **DEPARTMENT**, on no more often than a monthly basis, for up to eighty percent (80%) reimbursement to **SPONSOR** for the performance of work set forth herein, and certify that the invoices properly represent payment for approved work that has been satisfactorily completed and paid for by **SPONSOR**. Each invoice must be accompanied by an up-to-date progress report detailing work undertaken and percentage of completion that reflects the reimbursement sought.

- E. That when using a contractor, **SPONSOR** will comply, and insure compliance, with established provisions of the West Virginia Prevailing Wage Code. Federal Davis-Bacon Wage Codes do not apply to this project.
- F. That materials control on this project will consist of purchasing from certified vendors (with listings provided to **SPONSOR** from **DEPARTMENT**) and regular inspection from **DEPARTMENT** to verify acquisition, suitability and placement of project materials.
- G. That the following attachment(s) is incorporated herein and made a part hereof as though fully set out herein: Attachment A-1 – "Grant Program General Clauses and Covenants (March 19, 2013)."

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

**WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

ATTESTED BY:

(signature)

(signature)

(title)

(title)

**SPONSOR'S REPRESENTATIVE
CITY OF MORGANTOWN**

ATTESTED BY:

(signature)

(signature)

(title)

(title)

(To be executed in duplicate)

Distribution:
Master File
City of Morgantown

ATTACHMENT A-1
TRANSPORTATION ENHANCEMENT GRANT PROGRAM
GENERAL CLAUSES AND COVENANTS
(March 19, 2013)

1. The **SPONSOR**, by signature on the attached Agreement, confirms that it has: the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including meeting the responsible charge responsibilities) to manage federal assistance; funds sufficient to pay the non-Federal share of project costs and to ensure proper planning, management and completion of the project described in this Agreement.

2. The **SPONSOR** shall not begin work, or cause any work to begin, for which costs the **SPONSOR** intends to seek reimbursement, until such time that the **SPONSOR** receives written notice to proceed from the **DEPARTMENT**.

3. The **SPONSOR** is responsible for **PROJECT** oversight and inspection (i.e. have a person in responsible charge, defined as a full time public employee who is accountable for a project. This person is expected to be able to perform the following duties and functions: Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects; maintains familiarity of day to day project operations, including project safety issues; makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements; visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project; reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation and is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project) including materials procurement and control during any and all phases of construction, as well as for obtaining all necessary permits. **SPONSOR** shall provide and maintain competent and adequate supervision at the construction site to ensure that the completed work conforms with the **DEPARTMENT** approved plans and specifications and shall furnish progress reports and/or such other information as may be required by **DEPARTMENT** as well as maintaining/retaining project documentation concerning vendor selection, material acquisition, consultant procurement and contractor selection.

4. The **SPONSOR** agrees, as between the **DEPARTMENT** and the **SPONSOR**, that the **SPONSOR** shall be responsible for any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligations arising out of or in any manner connected with the work performed by the **SPONSOR**, its agents, employees or contractors, under this Agreement, during or any time after such work is being or has been performed, including (without limitation) liability involving bodily injury, death, property damage or any violation or alleged violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or the negligence of the **DEPARTMENT**, its employees, agents or contractors.
5. The **SPONSOR**, unless otherwise noted in the attached agreement, shall erect a sign, made of a durable material, at least four foot by eight foot (4' x 8') in size, at the site of the **PROJECT** where it can be viewed by persons in the area of the **PROJECT**. It will, at minimum, contain the following information in letters clearly legible:

<p>(NAME OF PROJECT)</p> <p>This project includes funding from the Federal Highway Administration's Transportation Enhancement Program administered by the West Virginia Department of Transportation, Division of Highways</p> <p>Transportation Enhancement Funds</p> <p>\$ _____</p>

Such sign is to be placed at the site immediately following the **SPONSOR'S** receipt of notice to proceed and remain at the site until the **PROJECT'S** final inspection by the **DEPARTMENT**.

6. The **SPONSOR** shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, either personal or organizational conflict of interest, or personal gain.
7. The **SPONSOR** shall comply with and ensure compliance with all Federal Statutes relating to the Anti-Lobbying Requirement, Pub. L. 101-121, Section 319, 31 U.S.C. § 1352, that prohibits the recipient, or any lower tier subrecipients, of a Federal contract, grant, loan or cooperative Agreement from expending Federal funds to pay any person for influencing or attempting to influence a Federal agency or the Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan or the entering into of any cooperative Agreement.

8. The **SPONSOR** agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives, and shall be responsible for insuring that its consultant(s) and/or contractor(s)/subcontractor(s) maintain all books, document papers, records, supporting cost proposals, accounting records, employees time cards, payroll records and other evidence pertaining to costs incurred in the **PROJECT** and is to make such materials available at all reasonable times during the contract period and for four (4) years after the date of **DEPARTMENT'S** closing of the project, for inspection and/or audit by **DEPARTMENT**, Federal Highway Administration, or any other authorized representative of either the State or Federal government.

9. The **SPONSOR**, unless otherwise noted in the attached Agreement, agrees to begin the **PROJECT** within nine (9) months of, and complete said **PROJECT** within two (2) years after, the date the Notice to Proceed is issued by the **DEPARTMENT**. Failure to meet this deadline, without good and acceptable cause, may cancel the **DEPARTMENT'S** participation in said **PROJECT**, at the sole discretion of **DEPARTMENT**, and any remaining funds may be forfeited by the **SPONSOR**; repayment of the **PROJECT'S** Federal share may also be required. It is the express responsibility of the **SPONSOR** to inform the **DEPARTMENT**, in an expeditious manner, if any condition(s) arise which may result in this deadline not being met.

10. The **SPONSOR** acknowledges that construction contracts are required to be advertised and awarded to the lowest responsible and responsive bidder through the competitive bidding process, while consulting services are to be chosen by solicitation of letter of qualifications, interview of candidate, and selection based on qualification, rather than price per the **DEPARTMENT'S** consultant selection procedures. Any usage of a **SPONSOR'S** consultant's selection process or deviation from these processes requires prior written approval by **DEPARTMENT**. In addition, the **SPONSOR** acknowledges and agrees that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" and 49 CFR 29.

11. The **SPONSOR** must retain a copy of all newspaper advertisements for requests for proposals for consultant and/or contractor/subcontractor bids, and a copy of all proposals and bids received for consideration. The documents must be kept on file by the **SPONSOR** pending Final Audit by

DEPARTMENT. In addition, copies of these documents shall be provided to **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.

12. The **SPONSOR** must retain a copy of the contract for the consultant(s) and/or contractor(s)/subcontractor(s) chosen. To ensure compliance with requirements, all bid documents and request for proposal/consultant documents must be kept on file by the **SPONSOR** pending Final Audit by the **DEPARTMENT.** In addition, copies of these documents shall be provided to the **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.
13. The **SPONSOR,** if it is a non-Federal entity and has received five hundred thousand dollars (\$500,000) or more in Federal funds in the prior fiscal year, shall furnish to the **DEPARTMENT** a single or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget Circular No. A-133.
14. The **SPONSOR** shall notify the **DEPARTMENT,** at least thirty (30) days in advance, of any ceremonies or "ribbon-cutting" celebrations commemorating the **PROJECT.**
15. The **SPONSOR** shall recognize both the **DEPARTMENT** and the Federal Highway Administration in all press releases, announcements, brochures, websites and/or literature concerning the **PROJECT.**
16. **SPONSOR** shall ensure that:
 - a. No person, on the grounds of age, race, religion, color, sex, national origin or disability shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the use of said **PROJECT.**
 - b. Discrimination against the public shall not be practiced in accommodations operated within the area of use.
 - c. The property shall be used in compliance with all other requirements imposed by the **DEPARTMENT** pursuant to Title 49, CFR, Part 21, including amendments.
17. The **SPONSOR** shall comply, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s), with the provisions of the West Virginia Prevailing Wage Code regarding labor standards for Federally assisted

construction, the Copeland "Anti-Kickback" Act (40 U.S.C. § 276C and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), "Equal Employment Opportunity" Executive Orders 11246 and 11375 and 41 CFR 60, the Drug Free Workplace Act of 1988, the "Buy American" requirements concerning the purchase of steel for Federally funded projects (23 CFR 635.410 (b)), Worker Visibility Regulations that require that all persons working within the right-of-way of a Federal Aid Highway wear highly visible safety apparel that meets the Performance Class 2 or 3 requirements of ANSI/ISEA 107-204 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear," and if applicable Davis-Bacon Act Wage Codes (40 U.S.C. §§ 276a to 276a-7).

18. The **SPONSOR** shall notify and shall furnish **PROJECT** plans to utilities known to have facilities within the **PROJECT** limits and/or affected by the **PROJECT**; and shall arrange for any necessary relocation or adjustment of affected utilities.
19. The **SPONSOR** shall ensure that all property and/or right-of-way necessary to construct this **PROJECT** shall be acquired in accordance with all applicable Federal and State laws, policies and procedures, which include but are not limited to Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
20. The **SPONSOR** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all Federal statutes, executive orders, rules, and regulations regarding the "Americans With Disabilities Act," 28 CFR 35 and 29 CFR 1830 and with the "General Prohibitions Against Discrimination," 28 CFR 35 and all other regulations under Title II of "The Americans With Disabilities Act" which are applicable.
21. The **SPONSOR** shall comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which requires recipients in a special flood hazard area to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

22. It is the policy of the **DEPARTMENT** that Disadvantaged and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.
23. The **DEPARTMENT** shall review the **PROJECT'S** applicability to both Federal Highway Administration and State requirements for a Federally funded project and if the **PROJECT** qualifies, will complete the appropriate documents for compliance with the National Environmental Policy Act (NEPA).
24. The **SPONSOR** shall adhere to all existing agreements with State and Federal resource agencies that relate to National Environmental Policy Act (NEPA) compliance. Any special provisions and/or mitigation measures will be strictly followed and monitoring may be required.
25. The **SPONSOR** shall be responsible for any additional documentation, actions, or permits necessary for compliance with the NEPA and the 106 process, which include but are not limited to documentation, actions, or permits involving: historic and archaeological surveys, 4(f) statements, noise assessment and abatement, air quality impact assessment and abatement, water quality impact assessment and abatement, hazardous waste/underground toxic assessment and abatement, navigable stream impact assessment and mitigation, wetland impact assessment and mitigation, endangered species impact assessment and mitigation, wild and scenic river impact assessment and mitigation, and/or any other environmental, cultural, or natural impact statement and mitigation as applicable.
26. The **SPONSOR**, in consultation with the **DEPARTMENT**, shall secure all necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the **PROJECT**. This obligation shall include the responsibility for the preparation or revision of environmental impact statements, environmental assessments, environmental reports or other documents required by law and/or environmental litigation; and the defense of environmental litigation resulting from the planning, design and/or construction of the **PROJECT**. At the **DEPARTMENT'S** request, the **SPONSOR** shall furnish to the **DEPARTMENT**, prior to advertising and letting **PROJECT**, evidence of the approvals, permits, licenses and approved environmental documents.
27. The **SPONSOR** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all applicable standards, executive orders or regulations, if applicable, issued pursuant to the Clean Air Act (42

U.S.C. §§ 7401 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.), and the Energy Policy and Conservation Act (Pub. L. 94-163).

28. The **SPONSOR** shall administer all contracts/subcontracts and be responsible for insuring that all work shall be performed and purchases made in a manner satisfactory to the **DEPARTMENT** and in accordance with the established practices and procedures of the **DEPARTMENT**, and all Federal and State laws, rules, regulations, executives orders, policies and procedures which include, but are not limited to, those included in the Transportation Enhancement Program Revised Guidelines and Application Package, the Federal Aid Policy Guide 23 CFR 633A and entitled "PART 633 – REQUIRED CONTRACT PROVISIONS", and the Rules and Regulations of the West Virginia Department of Transportation, Division of Highways, Series I Section 8 entitled Procurement Procedures for Negotiated Contracts, as applicable.

29. The **SPONSOR** acknowledges and agrees that the **DEPARTMENT** and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purpose(s):
 - a) the copyright of any work developed under this grant, subgrant or contract under this grant or subgrant; and
 - b) any rights of copyright to which a grantee, subgrantee, consultant, or contractor acquires or purchases ownership with support from this grant.

30. The **DEPARTMENT** shall bear one hundred percent (100%) of all administrative costs incurred by the **DEPARTMENT**, such as reviewing and processing invoices from the **SPONSOR**.

31. The **SPONSOR** acknowledges and agrees that the future sale, lease, transfer of title or modification in use of any property either purchased with, or receiving improvements funded through, this Agreement and occurring within the specified maintenance term requires prior approval by the **DEPARTMENT** and/or the Federal Highway Administration and could require repayment, by the **SPONSOR**, of Federal funds involved.

32. The **SPONSOR** acknowledges and agrees that failure to adhere to and comply with, and ensure compliance by its consultant(s), contractor(s) and subcontractor(s) with any item in the attached Project Agreement may result in the repayment, by the **SPONSOR**, of any and all Federal funds expended

on the project. It will be at the sole discretion of the Federal Highway Administration and/or the **DEPARTMENT** to determine if the violation warrants repayment and the amount to be repaid. Prior to any obligation of repayment, the **SPONSOR** shall be provided with a written notice of any alleged violation and allowed a reasonable opportunity to cure said violation.

33. By entering into this Agreement the **SPONSOR** assures and certifies, with respect to this **PROJECT**, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this project. Performance under this Agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the **SPONSOR**. The applicable provisions to the Agreement include but are not limited to the following:

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Prohibition Against Use of Local Hiring Preferences (FHWA-1273 - Sec 1-6)		635.117(b)		Yes	Yes	No
Prohibition Against the Use of Convict Labor (FHWA-1273 - Sec 1-6)	23 USC 114(b)	23CFR 635.117(a)		Yes	Yes**	No
Nondiscrimination (FHWA-1273 - Sec II)	23USC 140, 23 USC 324, 49 USC 322, 42 USC 12101-12213, 42 USC 3601-3619	23 CFR 200, 23 CFR 230D, 23 CFR 635.17, 28 CFR 35, 29 CFR 1630, 41 CFR 60, 49 CFR 21, 23, 28 CFR 50.3, 49 CFR 25	*The Civil Rights Act of 1964, Title VI *The Age Discrimination and Employment Act of 1967 *The Age Discrimination of 1975 *The American Disabilities Act of 1990	Yes	Yes	Yes
Non-segregated Facilities (FHWA-1273 - Sec III)		23 CFR 633A, 41 CFR 60.1.8	Title VI	Yes	Yes	Yes

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Payment of Predetermined Minimum Wage (FHWA-1273 - Sec IV)	23 USC 113, 40 USC 276 (a) & (c)	23 CFR 635, 309(f), 29 CFR 1, 3, 5	Davis-Bacon Act Copeland Anti-Kickback Act	Yes	**	**
Statements and Payrolls (FHWA-1273 - Sec V)	40 USC 276 (a) & (c), 18 USC 874	23 CFR 635.118, 29 CFR 3, 5	Davis-Bacon Act Copeland Anti-Kickback Act	Yes	**	**
Record of Material, Supplies and Labor (FHWA 47) (FHWA-1273 - Sec VI)		23 CFR 635.126		**Yes	No	No
Subletting or Assigning the Contract (FHWA-1273 - Sec VII)		23 CFR 635.116		Yes	No	No
Safety: Accident Prevention (OSHA compliance) (FHWA-1273 - Sec VIII)	40 USC 333	23 CFR 635.108, 29 CFR 1926	OSHA	Yes	Yes	Yes
False Statements Concerning Highway Projects (FHWA-1273 - Sec IX)	18 USC 1020	23 CFR 633A, 23 CFR 635.119		Yes	Yes	Yes
Implementation of the Clean Air Act and Federal Water Pollution Control Act (FHWA-1273 - Sec X)	33 USC 1251, 42 USC 1857	23 CFR 633A, 40 CFR 15		Yes	Yes	Yes
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FHWA-1273 - Sec X1)		23 CFR 635.112(g), 49 CFR 29		Yes	Yes	Yes

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Certification Regarding the Use of Contract Funds for Lobbying (FHWA-1273 - Sec X11)	49 USC 322A	23 CFR 635.112(g) 49 CFR 20 49 CFR 29		Yes	Yes	Yes
Appalachian Contract Employment Preference	40 USC Appendix 201	23 CFR 633B	Appalachian Regional Development Act	**	**	**
Buy America	STAA Section 165 ISTEA Section 1041(a) & 1048(b)	23 CFR 635.410		Yes	Yes	**Yes
Disadvantaged Business Enterprise	23 USC 140(b)	23 CFR 200 & 230B, C, D 49 CFR Part 26 (DBE) 49 CFR Part 21 (Title V1)		**Yes	**Yes	**Yes
Indian Preference on Federal-aid Projects (Labor & Employment)	23 USC 140 42 USC 2000e-2i	23 CFR 635.117		**	**	**
Non-Collusion Certification	23 USC 112	23 CFR 635.112(f)		Yes	Yes	No
On-the-Job Training	23 USC 140(a) & (b)	23 CFR 230A		Yes	**	**
Standardized Changed Conditions Contract Clauses	23 USC 112(e)	23 CFR 635.109		Yes	Yes	No
Drug - Free Workplace		49 CFR 29		**	**	**
Publicly Owned Equipment		23 CFR 635.106	OMB Circular A-87	Yes	Yes	No

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Contractor Purchased Equipment for State Ownership	23 USC 302	23 CFR 140 49 CFR Part 18 49 CFR Section 18.3		Yes	Yes	No
Equipment Rental Rates		48 CFR Part 31	OMB Circular A-87 FAPG NS 23 CFR 635.120	Yes	Yes	No
Foreign Contractor and Supplier Restriction		49 CFR 30		Yes	Yes	No
Prohibition Against Convict Produced Materials	23 USC 114(b) (2)	23 CFR 635.417		Yes	**	No
Patented / Proprietary Products	23 USC 112	23 CFR 635.411		Yes	Yes	No
State Preference	23 USC 112	23 CFR 635.409		Yes	Yes	No
State Owned / Furnished/ Designated Materials	23 USC 112	23 CFR 635.407		Yes	Yes	No
Public Agencies in Competition with the Private Sector	23 USC 112	23 CFR 635.112(e)		Yes	Yes	No
Salvage Credits		49 CFR 18.36		Yes	Yes	No
Warranty		23 CFR 635.413		Yes	No	No
Alternate Bids		23 CFR 635.411(b)		Yes	No	No
Incentive / Disincentive		23 CFR 635.127(d,f)		Yes	No	No

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Clauses						
Standard Specifications and Plans		23 CFR 630B		Yes	No	No
Engineer's Estimate		23 CFR 630B		Yes	No	No
Method of Construction (low bid for construction contracts)	23 USC 112(a) & (b)	23 CFR 635.104 49 CFR 18.36		Yes	Yes	No
Owner Force Account / Cost Effective Justification		23 CFR 635B		Yes	Yes	No
Bonding and Prequalification		23 CFR 635.110		Yes	Yes**	No
Advertising for Bids	23 USC 112	23 CFR 635.112(d) (e) (f) (g) (h), 49 CFR 18.36		Yes	**	No
Bid Opening and Tabulation		23 CFR 635.113(a)		Yes	**	No
Bid Analysis and Award of Contract	23 USC 112	23 CFR 635.114		Yes	**	No
Contract Time		23 CFR 635.121		Yes	No	No
Change Orders		23 CFR 635.120-121		Yes	No	No
Claims		23 CFR 635.124		Yes	No	No
Liquidated Damages		23 CFR 635.127		Yes	No	No

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Progress Payments		23CFR 635.122		Yes	No	No
Project Supervision and Staffing	23 USC 114 & 302	23 CFR 635.105		Yes	Yes	No
Subcontracting		23 CFR 635.116		Yes	No	No
Suspension and Debarment		49 CFR 29		Yes	Yes	Yes
Termination of Contracts		23 CFR 635.125		Yes	No	No
Audits	23 USC 112(b) (2) (c)	49 CFR 18.26; and 48 CFR 31, Federal Acquisitions Regulations	OMB Circular A-133	Yes	Yes	Yes
Records Retention		49 CFR 18		Yes	Yes	Yes