

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract Number <b>DCKA-2008-B-0091</b>	Page of Pages 1   7	
2. Amendment/Modification Number Four (4)		3. Effective Date <b>21-Aug-09</b>	4. Requisition/Purchase Request No.	5. Solicitation Caption <b>Thermoplastic Pavement Markings</b>
6. Issued By: Office of Contracting and Procurement District Department of Transportation 2000 14th Street, NW; 6th Floor Washington, DC 20009		Code	7. Administered By (If other than line 6) DC Department of Transportation Transportation Operations Administration 2000 - 14th Street, NW, 7th Floor Washington, DC 20009	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		(X)	9A. Amendment of Solicitation No. <b>DCKA-2008-B-0091</b>	
			9B. Dated (See Item 11) 6/25/2009	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
(X)	A. This change order is issued pursuant to: (Specify Authority)			
	The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.			
	C. This supplemental agreement is entered into pursuant to authority of:			
	D. Other (Specify type of modification and authority)			
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
<b>AMENDMENT #4 IS BEING ISSUED TO ANSWER QUESTIONS RAISED AT THE PRE-BID CONFERENCE HELD ON JULY 6, 2009.</b>				
Response to Questions Received from Prospective Bidders (Attached with the Amendment).				
<b>DELETE</b> Page 19 of 24 and <b>REPLACE</b> with the Revised Page 19 of 24R (Attached with the Amendment).				
<b>DELETE</b> the Pay Item Schedule in it's entirety and <b>REPLACE</b> with the Revised Pay Item Schedule Pages 1-Thru 5R (Attached with the Amendment).				
<b>NO ADDITIONAL QUESTIONS WILL BE ANSWERED PER ISSUANCE OF THIS AMENDMENT. THE BID OPENING DATE WILL NOT BE EXTENDED.</b>				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jerry M. Carter		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed 8/21/2009	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

## **RESPONSE TO PROSPECTIVE BIDDERS QUESTIONS:**

1. **QUESTION** - Why are the insurance limits increased?

**RESPONSE:**

Delete: page 19 of 24 and Replace with the Revised page 19 OF 24R (Attached with the Amendment).

2. **QUESTION** – Does RPM Replacement or installation include the lenses or casting.

**RESPONSE:**

RPM replacement or installation can include both the lenses and castings or just lenses in the castings are in place.

3. **QUESTION** - Pay Item No. 616 065 (001) on Base Year and all Option Years.

**RESPONSE:**

Pay Item No. 616 065 (001) should be changed from 18 inch to 12 inch.

4. **QUESTION** - Pay Item No. 616 051 (001) on Base Year and all Option Years.

**RESPONSE:**

Pay Item No. 616 051 (001) should be changed from 18 inch to 12 inch.

5. **QUESTION** - Pay Item No. 000 509 (0004) on Base and all Option Years.

**RESPONSE:**

Delete stop bars within description.

6. **QUESTION** - Item No. 000 506 (001) on the Base Year and all Option Years.

**RESPONSE:**

Bike Symbols includes (Man and Bike = 8ft.) and (Arrow = 6ft.).

## Special Provisions

This document contains provisions, requirements and instructions pertaining to this contract:

### ***FY-08 Thermoplastic Pavement Markings***

*Invitation No.: DCKA-2008-B-0091*

FAP Nos.:      STPG-8888(293)

This document consists of:

**SPECIFICATIONS:** - Pages i,ii, iii, and Pages 1 thru 24 and Appendices (with number of pages in parentheses) are listed on Page iii.

**BID FORM AND PROPOSAL:** - Pages a, b, c, & d and Pages 1 thru 20 including PAY ITEM SCHEDULE.

Bidders should satisfy themselves that they have a complete document. Missing pages will not constitute the basis for a valid claim.

This is a Federal-Aid Contract, FEDERAL-AID PROJECTS PROVISIONS, applies.

This document supplements and modifies STANDARD CONTRACT PROVISIONS, for use with specifications for District of Columbia Government Construction Projects; STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2005 Revised 2007 and SUPPLEMENTAL SPECIFICATIONS, 2007 and the DISTRICT DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS, 2005.

ADDENDA, issued prior to bid opening date, further supplement and modify the proposed contract.

Reference to Division Numbers, Section Numbers and Article Numbers refers to STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2005, Revised 2007 and SUPPLEMENTAL SPECIFICATIONS, 2007.

In PAY ITEM SCHEDULE, the first three-digit portion of each pay item number, when used, refers to the section of the STANDARD SPECIFICATIONS in which the item is further described.

## 1. Scope of Work

The work covered by this contract is outlined below:

Furnishing and installing thermoplastic pavement marking or water based paint to cap existing striping and worn out striping. The work will be divided into many large assignments requiring a long line paint or thermo truck with a safety follow truck.

Furnishing and installing thermoplastic pavement marking on new pavement surface not associated with IPMA projects. The Contractor shall perform all layout and pre-marking work necessary for the location and placement of pavement markings on new surface, shown on the plans, or as directed by the Project Officer

Furnishing and installing standard highway paint to cap existing striping and worn out striping. Header curbs, nubs, vertical wall etc. will be painted on an as needed basis. Unit price shall be measured by linear feet.

Furnishing and installing pavement marking tape mostly on concrete surface.

Furnishing and installing Raised Pavement Markers (RPM) on concrete and asphalt surfaces. The program will replace existing RPM that have been damaged due to snow removal or preventive maintenance.

The Contractor shall perform all layout and pre-marking work necessary for the location and placement of pavement markings on any existing road surfaces. The work shall also include all services, labor, materials, equipment and incidentals necessary for the required surface cleaning, layout, pre-marking and installation of pavement markings and for maintenance and protection of traffic as required in this solicitation.

District of Columbia (DDOT) approved materials shall be provided, including pre-formed thermoplastic handicap symbol, pavement marking tapes & patterned pavement marking tapes. The Contractor shall perform all layouts, pre marking work and apply primer whenever necessary. Location for pavement markings will be shown on the plan or as directed by the Project Officer. The District will not provide storage space for the Contractor's materials or equipment.

All thermoplastic markings, shapes, and dimensions shall conform with Part III, "Markings," of the Manual of Uniform Traffic Control Devices (MUTCD) unless specified otherwise by the Project Office. All markings will be applied as specified in the specifications in Appendices C of this solicitation.

## 2. Contract Type:

This is a Requirements Contract based on Fixed Unit Prices for the services specified herein. The Contractor shall perform all services in accordance with the terms and conditions of the contract.

The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that

conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to fill all such orders.

Delivery or performance shall be made only as authorized in accordance with the Ordering clause. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

3. Term of Contract:

The term of the contract shall be for a period of one year from the award date of the contract subject to the District' option to extend the term of the contract in accordance with following:

1. **Option Period:** The government may extend the term of the contract for up to four (4) one year periods.
2. **Option to Extend the term of the Contract:**
  - a. The government may extend the term of this contract for a period of one year, or a fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before expiration of the contract; provided, that the government shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the government to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
  - b. The prices for the option period shall be as specified in the contract.
  - c. If the government exercises this option, the extended contract shall be considered to include this option provision.
  - d. The total duration to this contract, including the exercise of any options under these provisions, shall not exceed five (5) years.

#### 4. Evaluation of Options

1. The government will evaluate bids for awards purposes by adding the total price of all options to the total price for the base year requirements. Evaluation of options will not obligate the government to exercise the options(s).
2. The government may reject an offer as non-responsive if it is materially unbalanced as to price for the basic requirements and the option requirement. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices that are significantly overstated for other items.
3. A prospective contractor shall be determined non-responsive if he or she fails to bid on the option year requirements.

#### 5.. Basis of Award

Bidder shall provide quotes for the base year period and for each of four one-year option periods. Failure to provide quotes for all five years will result in rejection of the bid. Award will be made to the lowest bidder based upon the Base Year and all four option years, as totaled by the Contracting Officer.

#### 6. Coordination with Others:

The Contractor is alerted that other contracts either associated with this project or of a different scope either have been, will be, or may be let for work in the vicinity of the project area.

The Contractor shall coordinate his work and cooperate fully with all others in order to eliminate or curtail delays and interference of any kind. The Contractor shall perform his lane closings and re-openings so as not to cause interference with others or to be in conflict with performance of traffic maintenance by others. The District assumes no liability for contract delays or costs resulting from performance or non-performance of others.

The District will not consider any claims for compensation due to delay, other than written authorized time extensions.

#### 7. Contractor Identification:

All contractors doing business with the District of Columbia Government shall have a Federal Identification Number.

Please refer any questions regarding this matter to the Office of the Chief Financial Officer, (202) 671-2300, of the D.C. Department of Transportation.

8. Bid Guaranty:

This S.P. supplements Article 12, Bond Requirements Part A, of the INSTRUCTIONS TO BIDDERS, STANDARD CONTRACT PROVISIONS, 2005.

The Bid Guaranty period shall be ninety (90) calendar days after opening of the bids. An Irrevocable Letter of Credit or United States government securities that are assigned to the District which pledge the full faith and credit of the United States are acceptable.

9. Applicable Decision Wage/ Wage Rates:

In accordance with the applicable provisions of 29 CFR, Part 4, which require that the correct wage determination and the appropriate wage rates therein be incorporated into this contract, General Wage Decision 2005-2103 contains the specific applicable wage rates.

**SERVICE CONTRACT RATES**

Any revisions to the wage determinations issued after the bid date and prior to the commencement of work are subject to the appropriate provisions of 29 CFR part 4 Subpart A Section 4.5

10. Protests:

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which did not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 717 14<sup>th</sup> Street N.W. Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

11. Deliverables:

The Contractor shall begin work within thirty (30) days from the time of the date identified in the Notice to Proceed issued by the District

12. Pre- Bid Conference:

Prospective bidders are invited to attend a meeting to discuss the proposed work under this contract. The meeting will be held at 2000 14<sup>th</sup> street, N.W. Washington, D.C. 20009. Bidders will be notified of the room number, date and time by Addendum.

Representatives of the Department will be available to answer questions relative to the work. Bidders who expect to attend should inform the Department prior to the meeting date. Any pertinent date or change resulting from the conference will be included in any addendum issued to all prospective bidders after the conference; however, the importance of attending the meeting is stressed. Any questions or conflicts identified prior to bid should be brought out during this meeting.

13. Maintenance of Highway Traffic:

- 1) The Contractor shall complete all work assigned without interruption or reduction in crew size. Failure to meet this requirement will result in action by the District to hold the Contractor in default.
- 2) The Contractor shall protect the public from damage attributable to pavement marking operations. Any damage caused by the Contractor's operations shall be repaired in a manner approved by the Project Officer at the Contractor's expense.
- 3) Traffic Maintenance - At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with DDOT work area Traffic Control Manual.
- 4) The Contractor shall at all time use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices." During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with MUTCD required "STOP/SLOW" double sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. No separate payment shall be made by the District for this work. All costs of this work are included by the Contractor as part of the Contract Unit Prices.
- 5) The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify District of Columbia, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance or nonperformance under the Contract terms.
- 6) The Contractor shall conduct its operations in a manner that will ensure that traffic will be uninterrupted except as approved by the District. At the close of each work day, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.

14. Default:

This Contractor shall be in default of the Contract for the following reasons:

- 1) Contractor's performance is deficient and requires completion by others.
- 2) Falsification of independent laboratory reports; or
- 3) Falsification of performance reports.
  
- 4) Unsatisfactory Work
  - a. If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the District, the Contractor shall, on being notified by the District, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the District and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the District shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The District shall be entitled to offset such expense against any sums owed by the District to the Contractor under this Contract.

15. Contractors Work Schedule:

Hours of Work - Unless otherwise specified, and approved by the Districts Project Officer, no work shall be performed on a public roadway during the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. weekdays in some cases work can be performed overnight with the proper safety work zones.

16. Employee Training Requirements:

The Contractor will be required to conduct one training session, addressing procedures for installing all items within the scope of work.

17. Disputes:

- 1) All disputes arising under or relating to this contract shall be resolved as provided herein.
- 2) Claims by a Contractor against the District.
  - a. Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
  - (1) A description of the claim and the amount in dispute;
  - (2) Any data or other information in support of the claim;
  - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (4) The Contractor's request for relief or other action by the contracting officer.
- (b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
  - (1) Provide a description of the claim or dispute;
  - (2) Refer to the pertinent contract terms;
  - (3) State the factual areas of agreement and disagreement;
  - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (6) Indicate that the written document is the contracting officer's final decision; and
  - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

- (g) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under this paragraph (g) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
  - (a) Provide a description of the claim or dispute;
  - (b) Refer to the pertinent contract terms;
  - (c) State the factual areas of agreement and disagreement;
  - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (f) Indicate that the written document is the Contracting Officer's final decision; and

- (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer

**18. Contract Administration:**

**Contracting Officer:** Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The contracting officer is the only District official authorized to contractually bind the District. The contracting officer is the Contracting Officer (CO), Department of Transportation, 2000 –14<sup>th</sup> Street; NW, Washington, DC 20009, telephone number (202) 671-2270.

**Authorized Changes by the Contracting Officer:**

- 1) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- 2) The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- 3) In the event the Contractor effects any change at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**Contracting Officer's Technical Representative (COTR):** The COTR is:

Mr. James M. Cheeks, Jr.  
Traffic Services Maintenance Manager

Traffic Operations Administration  
2000 14<sup>th</sup> Street N.W., 2<sup>nd</sup> Floor  
Washington, D.C. 20009  
Telephone: (202) 698-3600  
Facsimile: (202) 698-3678  
E-mail: james.cheeks@dc.gov

The COTR will have the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR will act as the contracting officer's representative for technical matters, providing technical direction and discussion, as necessary with respect to the specifications or statement of work, and monitoring the progress and quality of the contractor's performance. Other responsibilities include the following:

- 1) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the ACCO of any potential problem areas under the contract;
- 2) Coordinating site entry for Contractor personnel, if applicable;
- 3) Reviewing and approving invoices for fixed-price deliveries to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's Payment provisions; and
- 4) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoices/vouchers.

It is understood and agreed, in particular, that the COTR is not a contracting officer and does not have the authority to:

- 1) Award, agree to, or sign any contract, delivery order or task order. Only the ACCO shall make contractual agreements, commitments, or modifications;
- 2) Grant deviations from or waive any of the terms and conditions of the contract;
- 3) Direct the accomplishment of effort, which is beyond the scope of the statement of work in the contract;
- 4) Increase the dollar limits of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
- 5) Change the period of performance; and
- 6) Authorize the furnishing of District property, except as specified under the contract.

**When in the opinion of the contractor, the COTR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer, in writing. The contractor under such direction shall take no action until the contracting officer has issued a modification to the contract or until the issue has been otherwise resolved.**

19. Ordering and Payment

The contractor shall not accept orders for items under this contract unless a purchase order has been issued. The participating agency shall be the Department of Transportation.

Invoices shall be submitted in duplicate to the D.C. Department of Transportation, Office of the Chief Financial Officer, Customer Care Division, 2000 – 14<sup>th</sup> Street N.W., 6<sup>th</sup> Floor, Washington, DC 20009, Telephone (202) 671-2300.

Each invoice must provide the following minimum information:

1. Contractor's name, address, invoice number and date.
2. Contract line item number (CLIN) being billed for payment and total amount due.

20. Schedule of Record Keeping:

The contractor shall maintain an office staffed with an adequate number of people and equipped with sufficient office furniture, communications equipment and computer hardware and software to efficiently administer this contract. The contractor shall be required to perform, as a minimum, the following tasks in support of this contract:

- The contractor shall use an off the shelf software to maintain accurate historical records, financial records, inventory records, and other pertinent information relating to all aspects of this project. This information will be used to populate our work management and asset management system. This would allow us the ability to determine the actual life cycle of the pavement markings. This information will also be used by the Project Manager in preparing presentations for City Council, ANC Meetings and Community Forums. A report shall be transmitted daily to the Project Manager detailing current daily and weekly cumulative achievements
- The contractor shall provide a schedule of uncompleted work on the final day of work of each week. This schedule of work shall be transmitted to the project manager, and shall be provided not less than one hour before the end of the close-of-business (COB) on the last day of work for each week.
- The Contractor shall maintain voice and data communications with the project manager at all times. Voice communications shall be maintained at all times between the contractor, field crews and project manager.

- The contractor shall utilize existing electronic mail (e-mail) accounts as the primary medium for transmitting to the District of Columbia Project Manager and other identified parties written data pertinent to this project. E-mail accounts shall also be used to request information or informally communicate. E-mail account numbers shall be shared at the pre-construction meeting.
- The Contractor shall maintain a daily log book that shall include the date, weather conditions, pavement surface temperature, materials actually used, measurements of application thickness, location of work, and pay quantities. Entries in the log book shall be made in ink, shall be legible, and shall be signed by the Contractor and the Inspector at the end of each workday. The contractor will provide his daily completed work sheets to our internal DDOT inspector to cross-reference and check to make sure all work is completed as inspected. DDOT Inspector will inspect the work.
- The Contractor shall measure the application thickness and the bead application rate at the beginning of the workday and every 3 hours thereafter. Prior to final acceptance, the Contractor shall submit the completed log book to the Project Manager and shall certify that all information in the log book is factual and correct.

## 21. Contractor Plan of Operation

A detailed plan of operation must be submitted when contract is awarded and shall include the following:

1. Organizational chart showing all personnel with their titles and job assignments.
2. Personnel: A listing of all persons by name who are assigned to this program along with their job assignment and title. This list will be updated monthly as need and submitted as part of the payment package.
3. Equipment: A list of all vehicles including description, identification number and tag number, this list will be updated monthly as needed and submitted as part of the payment package.
4. Inventory and Contractor Supplied Material: A list of all contractor-supplied material showing projected quantities by item shall be provided on a monthly basis and included with the monthly invoice for payment. All material purchased shall meet District specifications as called for in this contract.
5. Vehicle Signs: The contractor shall provide a clearly visible sign on each vehicle (Both Sides and Back) used as a part of this contract. The sign shall also show the contractor's name and the Contract number.
6. Communications: The Contractor shall furnish, install, and maintain two each two-way cellular units, for District use, which will be stationary units with charging stands. All contractors' vehicles must be equipped with two-way cellular communications so that the contractor can stay

in contact with all of his installation crews. The Contractor shall furnish the contract administrator with a copy of the maintenance contract and evidence of payment for the maintenance of his two-way cellular units. The cost for the two-way cellular units is to be distributed among the bid items.

7. Reports: The Contractor shall submit reports to the District of ongoing and completed work as required under this contract on a daily basis. The reports shall be in real-time format using a application as approved by the Contract Administrator. Reports of completed work must also be submitted as part of the Contractor's monthly request for payment. The Contract Administrator will determine which reports must be submitted daily.
8. All items to remain the property of the Contractor at the end of the project.

## 22. Contractor Qualifications and Special Requirements

The Contractor shall employ a sufficient number of personnel competent in thermo-plastic or paint application to execute this contract.

Contractors or firms bidding for this work must also demonstrate the capability or experience in performance of pavement markings applications on a variety of roadway types. The Contractors or firm bidding for contract must have a thermo-plastic and water-based paint long line truck for high quantities of thermo-plastic or paint application

Contractors shall submit with their bid, a minimum of three references demonstrating similar, in type and size, pavement marking contracts. At least one of these references shall be from a City, County, or State agency the size of the District of Columbia.

Contractors or firms bidding for this work shall have been recently and regularly engaged in the pavement markings for no less than one year. The prime contractor shall be a pavement markings contractor licensed and bonded in the District of Columbia. Any subcontractor retained to perform work shall also be licensed and bonded in the District of Columbia.

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor will be required to submit the documentation requested in General Responsibility Criteria listed below within 10 days of the actual request;

### I. General Responsibility Criteria

- 1) Furnish evidence of adequate financial resources, credit, or the ability to obtain such resources required for performance of the contract.
- 2) Furnish evidence of ability to comply with the required performance schedule, taking into consideration all existing commercial and governmental business commitments;

- 3) Furnish evidence of the necessary organization experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- 4) Furnish evidence of compliance with the applicable District licensing, tax laws and regulation;
- 5) Other information as may be needed by the District to make a determination as to the prospective contractor's responsibility

### 23. Documents and Records Availability

The Field Operations Division shall make available to the Contractor records, maps and files necessary to assist the contractor in performing the duties specified in this contract. Records are available in our Pavement Markings Branch Offices at the Rear of 1338 G Street, S.E. and in offices maintained at the Reeves Center at 2000 14<sup>th</sup> Street, N.W.

The Contractor shall, throughout the term of this contract, keep and maintain accurate records of all request and changes associated with this contract. Notification as to all such request and changes shall be submitted to the Contract Administrator no later than one hour after the completion of work in the manner prescribed by this contract provision.

In addition, summaries and other periodic reports are to be submitted to the Contract Administrator at intervals and in the manner prescribed by the Contract Administrator.

During the life of the contract the Engineer may require other reports to be submitted by the Contractor. The Engineer will supply the format and time when the Contractor is to submit such reports.

The Measure of Payment for the cost and expense of maintaining records and preparing and submitting reports in the manner prescribed herein is to be included in the bid items.

### 24. Truck Equipment Requirements

Each Contractor's truck used as part of this contract shall include the following equipment:

- Operational two-way cellular unit
- Vehicle warning lights
- Arrow message board
- Traffic cones
- Portable STOP signs

- High power service light (½ mile beam)
- Broom and container
- Safety helmets and safety vest for each crew member
- Sufficient thermoplastic and paint capacity to provide extended long line service

25. Measure of Payment (Truck)

The Measure of Payment for the cost and expense of providing and maintaining truck equipment in the manner prescribed herein is to be included in the bid items.

26. Inspection and Verification

- 1) Inspection and acceptance by the District will be at the work site in the District of Columbia, and within ten days of delivery unless otherwise provided for in the Contract. .
- 2) Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the District of all work under this Agreement.
- 3) The District's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use.
- 4) The District reserves the right to conduct any tests or inspections it may deem advisable to assure that goods or services conform to the specification.
- 5) The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.
- 6) During and after the material application, inspections of the markings will be made by the Project Officer, or designee. The Contractor shall cooperate with the District to facilitate such inspections.

27. Conditions beyond the Control of the Contractor

Due allowance will be made for time lost because of the following:

- 1) Acts of God -Should an Act of God prevents the contractor from performing timely maintenance under the terms and conditions of this contract, additional time will be granted at the discretion of the Contractor Administrator to make the repairs without assessment of damages provided an extension of time is requested the following business day.
- 2) Inclement Weather - When weather conditions are such that roadways and alleyways become impassable, the contract administrator may allow a grace period for work orders provided an

extension of time is requested the following business day.

- 3) Unavoidable Obstructions - When unavoidable obstructions are such that work site becomes inaccessible, such as but not limited to, road, bridge, Metro or building construction, abandoned vehicles and trash, or disruption caused by civil incidents, the contract administrator may allow a grace period for the work orders, provided an extension of time is requested the next business day and verification is made by the contract administrator
- 4) Vandalism – As a result of repeated repairs at a location, documented by the Contractor with the contract administrator, allowances may be made for repairs not made within the prescribed time.

## 28. Summary of Liquidated Damages

- 1) Failure to meet the requirement specification of this contract for the offense noted below will result in the appropriate liquidated damage cost deducted from the monthly payment.
- 2) The Contract Administrator will prepare a list of proposed liquidated damages each month for review by the contractor. The Contract Administrator will consider an explanation for each item before the list is completed. Failure to complete all requirements of the contract by the end of the contract year will result in the delay of the final payment until all such work has been completed.

### A. Liquidated Damages

1. Failure to commence Contract on time after receiving Notice-To-Proceed Cost for the District to do in-house plus 5% or cost plus \$25.00 per day whichever is greater
2. Leaving site without completing satisfactory repair: forty dollars (\$40.00) per hour
3. Failure to provide daily reports of work completed: fifty dollars (\$50.00) per day
4. Improper truck equipment: forty dollars (\$40.00) per day

For each calendar day that the contractor work remains uncompleted after the expiration of the contract time and main part thereof, the sum of six hundred and fifty dollars (\$650.00) per day will be deducted as liquidated damages from any money due to the Contractor. The Contractor's operations after expiration of the contract completion time as extended will in no way waive the District's rights under the contract.

## 29. Measurement of Payment

- 1) Quantities - The quantities listed in the Bid Form are the current estimates of the District and are no indication of any guarantee that the stated quantities will be required under this contract. This is a requirements contract as defined elsewhere in this solicitation.

## 30. Warranty

All material use on this project within the District shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to District of Columbia. The Contractor shall make evidence of all manufacturers' warranties available upon demand.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of that portion of the project completed. This could be daily, weekly or monthly depending on the size of the project.

### 31. Injury to Property

In the case of any direct or indirect damage to public or private property by or because of the work, or in consequence of any act or omission on the part of the contractor, his employees or agents, the contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage was done. The contractor shall repair, rebuild, or otherwise restore, as may be required by the contract administrator, or shall make good such damage in a satisfactory manner. In case of failure on the part of the contractor to promptly restore or make good such damage, the contract administrator may upon 48 hours written notice, proceed to repair, rebuild, restore or make good such damage, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due the contractor a sum sufficient, in the judgment of the contract administrator, to reimburse the owners of the property so damaged.

### 32. Decision and Explanations by the Contract Administrator

The contract administrator shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of the drawings and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the contractor; and the contract administrator shall determine the amount of monies due the contractor. The decision of the contract administrator will be final.

### 33. Availability of Funds

In the event that the District has to make payment under the terms of this contract, the payment will not entail expenditures that exceed appropriations available at the time of payment. Based upon this, the District Government's obligation hereunder is contingent upon the availability of funds from which payment can be made. In the event funds are not available, the contract will not be awarded.

### 34. Insurance

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies

authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

- B. DURATION. Except as provided in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

### 35. Anti-trust Laws

For good cause and as partial consideration for executing this contract, the Contractor, acting by and through its duly authorized agent, hereby conveys, sells and assigns and transfers to the District of Columbia all rights, titles and interest in and to all causes of action it now holds or hereafter may acquire under anti-trust laws of the United States, the District of Columbia or any a state or territory relating to the particular goods, material or services purchase in connection with this contract.

### 36. Location of Work and Method of Assignment

The specific locations of work are not known at the time of issuance of this solicitation. Individual assignments will be made by a written Notice to Proceed issued by the Project Officer, as needed during the duration of the contract. Each Notice to Proceed will specify the location; define the type and quantities of work to be performed. The District reserves the right to add, delete, or change the work locations, or change the details of the marking layouts, at any time during the work period, with at least two (2) working days prior notice to the Contractor.

### 37. Project Officer

The performance of the Contractor is subject to the review and approval of the Administrations Project Officer who shall be appointed by the Traffic Services Maintenance Manager of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

### 38. Adjustments for Change in Scope

The District may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the District and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis there for and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the District and the Contractor and a District purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

### 39. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials and supplies for which the Contractor invoices for payment.

### 40. Clean Up

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from the site to the extent they are the result of the Contractor's operations to the end that the site of the work shall present a neat, orderly, and workmanlike appearance at all times. At completion of the work, but before final acceptance, the Contractor shall remove all surplus material, false work, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the District shall have the right to remove the surplus material, false work, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The District shall be entitled to offset such cost against any sums owed by the District to the Contractor under this Contract.

### 41. OSHA Requirements

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both Federal and those of the Commonwealth of ; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

#### 42. Hazardous Materials

District of Columbia is subject to the Hazard Communication Standard, 29 CFR §1910.1200 (Standard). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets required under the Standard for all hazardous materials supplied to the District or used in the performance of the work. Such Material Safety Data Sheets shall be delivered to the District no later than the time of actual delivery of any hazardous materials to the District or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling meeting the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The District reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when Material Safety Data Sheets have not been received prior to or at the time of receipt of the shipment for use by the District or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. The Contractor shall comply with all federal, state, and local laws governing toxic and hazardous materials.

#### 43. Hazardous Waste

Hazardous Waste Generator/Hazardous Waste Disposal: the District of Columbia and the Contractor shall be listed as Co-generators. The Contractor shall assume all the duties pertaining to the waste Generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the District Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within 35 days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within 45 days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the District. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the District when the hazardous waste is to be transported to the final disposal site. The District has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, Waste Shipment Record(s), and landfill receipts to the District Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

#### 44. DDOT Title VI Assurance

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

##### (1) COMPLIANCE WITH REGULATIONS

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted

Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

## (2) NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

## (3) SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

## (4) INFORMATION AND REPORTS

The contractor 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 DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

## (5) SANCTIONS FOR NON-COMPLIANCE

In the event of the contractor’s non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination, or suspension of the contract, in whole or in part.

## (6) INCORPORATION OF PROVISIONS

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

45. Sub-Contracting Clause

The subcontractor approval request form included herein should be used to request approval of subcontractors on this project. The form shall be completed for each subcontractor requested for approval and submitted to:

**Attention:  
Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
Frank Reeves Municipal Center, 6<sup>th</sup> Floor  
2000 14th Street, N.W.  
Washington, D.C. 20009**

Copies of these forms are available on request.

Copies of subcontracts shall be made available for review at any time by representatives of the Department of Public Works and Federal Highway Administration.

**District of Columbia  
Department of Transportation**

**Invitation No. DCKA-2008-B-0091  
Project: FY 09 THERMOPLASTIC PAVEMENT MARKING CONTRACT  
FAP No. STPG-8888(293)**

**PAY ITEM SCHEDULE OPTION YEAR 4**

<b>Pay Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
616 036 (001)	Snow plowable pavement reflectors	EACH	2000		
616 065 (001)	12 inch transverse markings (Paint)	L.F.	5000		
616 051 (001)	12 inch transverse markings (Thermoplastic)	L.F.	5000		
616 065 (002)	24 inch transverse markings (Paint)	L.F.	10000		
616 051 (002)	24 inch transverse markings (Thermoplastic)	L.F.	19500		
616 061 (001)	4 inch skip line (white) (Paint)	L.F.	207000		
616 061 (002)	4 inch skip line (yellow) (Paint)	L.F.	6000		
616 042 (001)	4 inch skip line (yellow) (Thermoplastic)	L.F.	40000		
616 042 (004)	4 inch dash line (white) (Thermoplastic)	L.F.	5036		
616 060 (001)	4 inch solid line (white) (Paint)	L.F.	22000		
616 042 (002)	4 inch solid line (white) (Thermoplastic)	L.F.	62800		
616 060 (002)	4 inch solid line (yellow) (Paint)	L.F.	320000		
616 042 (003)	4 inch solid line (yellow) (Thermoplastic)	L.F.	170000		
616 063 (001)	4 inch transverse marking (Paint)	L.F.	3000		
616 043 (001)	4 inch transverse marking (Thermoplastic)	L.F.	4000		
616 067 (001)	4 inch transverse marking parking stalls (Paint)	L.F.	5000		
616 045 (001)	4 inch transverse marking parking stalls (Thermoplastic)	L.F.	15000		
000 509 (002)	4 inch high performance pavement marking contrast tape	L.F.	2500		
000 509 (003)	4 inch pattern pavement marking tape	L.F.	1500		
616 044 (001)	6 inch transverse marking parking stalls (Thermoplastic)	L.F.	62800		
616 044 (001)	6 inch Dash White (Thermoplastic)	L.F.	5000		
616 062 (001)	6 inch transverse marking parking stalls (Paint)	L.F.	25000		
000 509 (004)	6 inch transverse markings, Xwalks & lines (Tape)	L.F.	1200		
616 053	8 foot letters (Paint)	EA	400		
616 052	8 foot letters (Thermo)	EA	200		
616 055 (001)	8 foot single arrows (Paint)	EA	200		
616 054 (001)	8 foot single arrows (Thermoplastic)	EA	300		
616 055 (002)	8 foot double arrows (Paint)	EA	300		
616 054 (002)	8 foot double arrows (Thermoplastic)	EA	300		
000 506 (001)	Standard Bicycle Symbols (Thermoplastic)(Man and Bike = 8ft. and Arrow = 6ft.)	EA	500		
616 042 (004)	4 inch skip line (white) (Thermoplastic)	L.F.	20000		
616 006 (001)	Removal of pavement markings	L.F.	50000		
<b>TOTAL OPTION YEAR 4</b>					
<b>TOTAL BID PRICE (Base Plus Option Years)</b>					