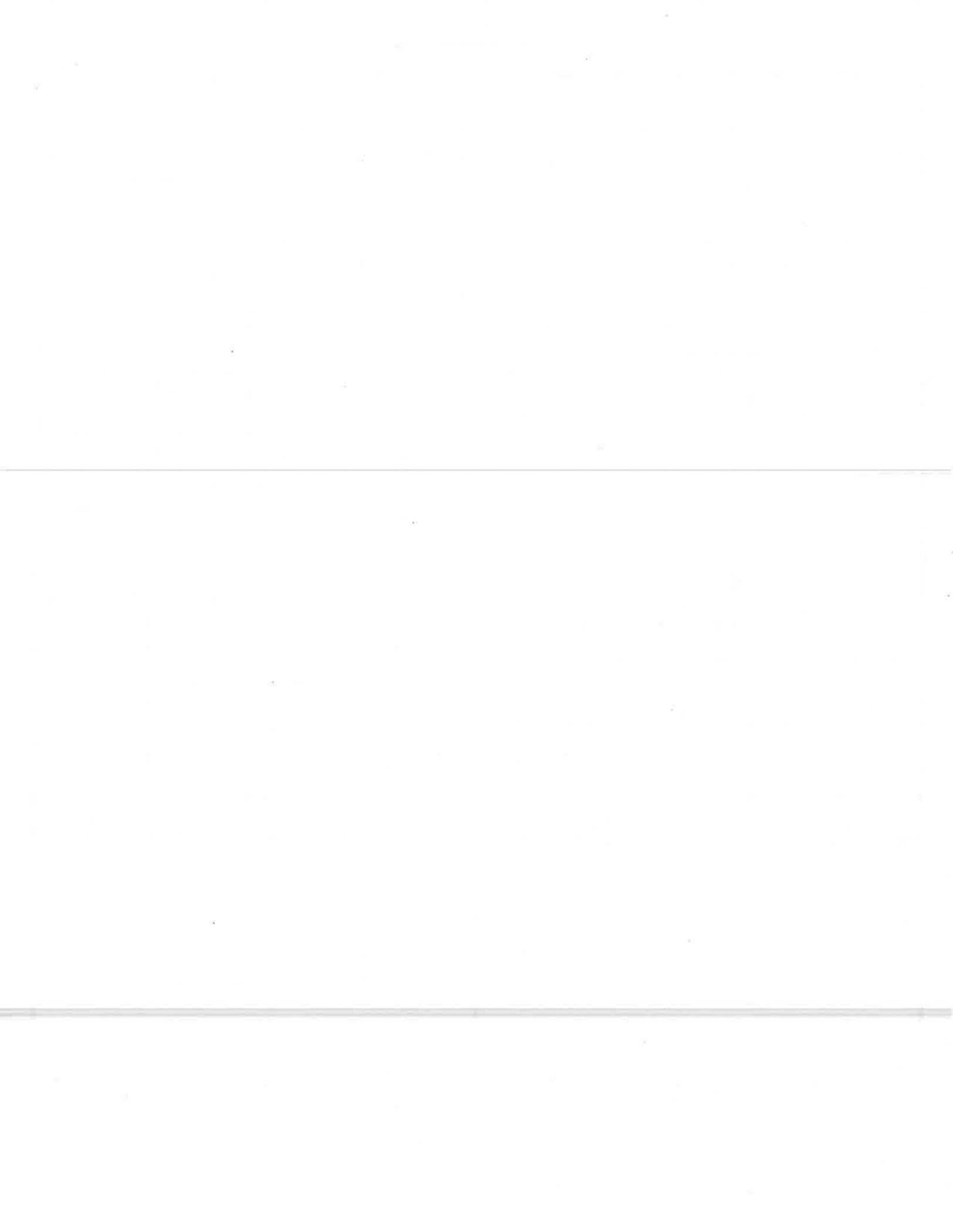


**SUBCONTRACTOR APPROVAL REQUEST**

(1) Project Name		(2) Invitation No.	
(3) Prime Contractor's Name		(4) Address	
(5) Estimated Starting Date		(6) Estimated Completion Date	(7) F.A.P. #
(8) Subcontractor's Name, Address & Phone No.		(9) Number of Subcontractor Employees in Workforce	(10) Number of DC Residents employed
(11) Pay Item	Item Description	Dollars	Cents
Check Items listed below (13-16) that are included in subcontract agreement		(12) See Attached For Additional Descriptions or Remarks	
(13) (All Projects)		Yes	No
Contract Wage Schedule		<input type="checkbox"/>	<input type="checkbox"/>
DBE/MBE Policy Statement		<input type="checkbox"/>	<input type="checkbox"/>
(14) (Federal-Aid Projects) Form FHWA-1273 (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(Non-Federal Aid Projects) (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(15) (Federal-Aid Projects When Subcontractor Will Receive Over \$10,000) On-Site Work Force Affirmative Action Requirements for Women and Minorities-Special Conditions		<input type="checkbox"/>	<input type="checkbox"/>
(16) Subcontractor's Certification of Nondiscrimination in Employment (Form Included in Bid Proposal)		<input type="checkbox"/>	<input type="checkbox"/>
(17) FHWA On-The-Job Training (To Be Provided by Subcontractor)		<input type="checkbox"/>	<input type="checkbox"/>
(18) I Request the Contracting Officer's Approval of this Subcontract and Certify that the Organization which will Perform this Work is Capable, has not been Debarred and that the Work will be Performed in Accordance with the Contract Specifications. I Further Certify that all Required Contract Provisions are Physically Included as Part of the Subcontract Agreement.			
_____ PRIME CONTRACTOR'S REPRESENTATIVE		_____ TITLE	_____ DATE
<b>THE INFORMATION BELOW IS COMPLETED BY THE DEPARTMENT</b>			
<b><u>REVIEW AND DISTRIBUTION AFTER APPROVAL</u></b>		<b><u>APPROVAL OF SUBCONTRACT IS HEREBY GIVEN</u></b>	
_____ CONTRACT COMPLIANCE	_____ DATE	_____ CONTRACTING OFFICER DC DEPARTMENT OF TRANSPORTATION	_____ DATE
_____ PROJECT ENGINEER/MANAGER	_____ DATE		



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## APPENDIX A--SPECIAL PROVISIONS

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

#### 1. **General**

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA -1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in the review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. **Equal Employment Opportunity Policy.** The contractor will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. **Equal Employment Opportunity Officer.** The contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy**

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

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, other appropriate means.

5. **Recruitment**

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

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

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.
6. **Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each

classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

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7. **Training and Promotion.**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use best efforts to develop, in cooperation with the unions,

joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. **Subcontracting**

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and receipts**

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

- (1) The number of minority and non-minority group members and women employed in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**(40 FR 28053, July 3, 1975, as amended at 43 FR 19386, May 5, 1978. Correctly redesignated at 46 FR 21156, April 9, 1981.)**

**Revised 8/88**



## INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (AARU-102)

The Monthly Employment Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit this report for each project work force and collect and submit reports for each subcontractor's project work force to the D. C. Government compliance agency that has Mayor's Order 85-85 responsibility. (Additional copies of this form may be obtained from the contracting agency responsible for the construction project.)

Compliance Agency	D. C. Government agency assigned responsibility for equal opportunity. (Secure this information from the contracting agency responsible for the construction project.)
Contracting Agency	D. C. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with D. C. Government or a contract funded in whole or in part with D. C. Government funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders--both men and women.
1. Reporting	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
2. Project	Project name, location(s), contract number and percent completed. List ward in which project is located.
3. Contractor	Contractor's name, address, and CCB No. Check appropriate boxes--minority or non-minority, prime or sub.
4. Contracting Agency	Name(s) of contracting agency(s) funding or supervising project. List contract amount for each contract.
5. Construction Trade	Only those construction trades which contractor employs on this project.
6. Work-Hours of Employment(a-e)	<p>a: The total number of male hours and the total number of female hours worked by employees in each classification.</p> <p>b-3: The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.</p>
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Helper/Laborer).
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a, (F divided by the sum of the number of reported in 6a M and F).
9. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's project work force during reporting period.
10. Total Number of Minority Employees	Total number of male minority employees and total number of female minority employees working in each classification in each trade in contractor's project work force during reporting period.

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE AND  
NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

**Policy:** It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.

**DBE Obligation:** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and Administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Definitions** - The following definitions apply to this contract:

- A. "Disadvantaged business" means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. "Small business concern" means a small business as defined pursuant to Section (3) of the Small Business Act, as amended, including all applicable and relevant rules and regulations promulgated pursuant thereto.
- C. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:
  - (1) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - (2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (3) "Native Americans", which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
  - (4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, Burma, Thailand, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  - (5) "Asian-Indian Americans", which includes persons, whose origins are from India, Pakistan, and Bangladesh;
  - (6) Women (of all races); and

- (7) "Any other minorities or individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) and 8(d) of the Small Business Act, as amended, (15 U.S.C. 637(a)).

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

**Prompt Payment:** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract within 7 days from the receipt of each payment the prime contractor receives from DDOT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE subcontractor.

**Contract Goals:**

The bidder shall subcontract **six percent (6%)** of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project must be submitted within five (5) working days subsequent to bid opening to DDOT, Office of Contracting and Procurement; 55 M Street, S.E., 7<sup>th</sup> floor Washington, D.C. 20003.

The DBE plan shall include, but it is not limited to:

1. The names, addresses of DBE firms that will participate in the contract;
2. A description of work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm;
4. Written and signed document of commitment to use the DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
6. If the bidder fails to meet the contract goal, evidence of good faith efforts, as described below shall be submitted.

A bidder who fails to meet these requirements and who cannot show good faith effort will be considered non-responsive.

**Good Faith Effort:**

The following actions, by the bidder, are generally considered a sign of good faith effort. This list is not exclusive or exhaustive, but should be used as a guide in determining good faith effort.

1. Attendance at pre-bid meetings scheduled to inform DBE's of the project.

2. Advertisement in general circulation, trade association and minority focus media concerning subcontracting opportunities.
3. Written notice to DBE's allowing sufficient time for reply.
4. Follow up of initial solicitation.
5. Selection of portions of the work likely to be performed by DBE's.
6. Provide interested DBE's adequate information for bidding.
7. Negotiation with interested DBE's.
8. Assist interested DBE's with bonding, insurance or credit.
9. Use of minority contractors' groups and minority business assistance offices.

**DBE Directory:**

Information pertaining to lists of certified DBEs may be obtained by contacting:

Mrs. Glenda Payne, EO Specialist  
DC Department of Transportation  
Civil Rights Division  
55 M Street, S.E., 3rd Floor  
Washington, DC 20003  
Office: (202) 671-0479  
Email: [glenda.payne@dc.gov](mailto:glenda.payne@dc.gov)

Ms. Tammy Paige-Sterling, DBE Program Assistant  
Washington Metropolitan Area Transit Authority (WMATA)  
8201 Ardwick-Ardmore Road  
Landover, Maryland 20785  
Office: (202) 962-2409  
Email: [tpsterling@wmata.com](mailto:tpsterling@wmata.com)

1. The first part of the document is a letter from the author to the editor, dated 10/10/10. The letter discusses the author's interest in the journal and the specific topic they wish to address.

2. The second part of the document is a letter from the editor to the author, dated 10/15/10. The editor responds to the author's letter and provides feedback on the proposed topic.

3. The third part of the document is a letter from the author to the editor, dated 10/20/10. The author responds to the editor's feedback and provides further details on the proposed topic.

4. The fourth part of the document is a letter from the editor to the author, dated 10/25/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

5. The fifth part of the document is a letter from the author to the editor, dated 10/30/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

6. The sixth part of the document is a letter from the editor to the author, dated 11/05/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

7. The seventh part of the document is a letter from the author to the editor, dated 11/10/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

8. The eighth part of the document is a letter from the editor to the author, dated 11/15/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

9. The ninth part of the document is a letter from the author to the editor, dated 11/20/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

10. The tenth part of the document is a letter from the editor to the author, dated 11/25/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

11. The eleventh part of the document is a letter from the author to the editor, dated 11/30/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

12. The twelfth part of the document is a letter from the editor to the author, dated 12/05/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

13. The thirteenth part of the document is a letter from the author to the editor, dated 12/10/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

14. The fourteenth part of the document is a letter from the editor to the author, dated 12/15/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

15. The fifteenth part of the document is a letter from the author to the editor, dated 12/20/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

16. The sixteenth part of the document is a letter from the editor to the author, dated 12/25/10. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

17. The seventeenth part of the document is a letter from the author to the editor, dated 12/30/10. The author expresses their appreciation for the editor's feedback and confirms their commitment to the publication process.

18. The eighteenth part of the document is a letter from the editor to the author, dated 1/05/11. The editor provides final feedback on the proposed topic and discusses the next steps in the publication process.

WD 05-2103 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 12  
Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49

01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07

12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76
23080 - Aircraft Worker		21.01
23110 - Appliance Mechanic		21.75
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		26.02
23130 - Carpenter, Maintenance		21.40
23140 - Carpet Layer		20.49

23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
<b>28042 - Carnival Equipment Repairer</b>	<b>14.63</b>
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36

30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) ~~When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).~~
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**OFFICE OF CONTRACTING AND PROCUREMENT  
 BIDDER/OFFEROR CERTIFICATION FORM**

**COMPLETION**

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

**GENERAL INSTRUCTIONS**

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

**SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION**

*Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).*

**PART I: BIDDER/OFFEROR INFORMATION**

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?  Yes  No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State \_\_\_\_\_ Country \_\_\_\_\_

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
- (b) Explain its exemption from the requirement.

**PART 2: INDIVIDUAL RESPONSIBILITY**

**Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).**

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 2.

**PART 3: BUSINESS RESPONSIBILITY**

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 3.

**PART 4: CERTIFICATES AND LICENSES**

Within the past five (5) years, has the bidder/offeror:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

**PART 5: LEGAL PROCEEDINGS**

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
<b>PART 7: RESPONSE UPDATE REQUIREMENT</b>	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:	
(a) Within sixty (60) days of a material change to a response; and	
(b) Prior to the exercise of an option year contract.	
<b>PART 8: FREEDOM OF INFORMATION ACT (FOIA)</b>	
8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS**

*Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements.*

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

\_\_\_\_\_  
*[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3: EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

*Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.*

**PART I: BUY AMERICAN ACT COMPLIANCE**

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

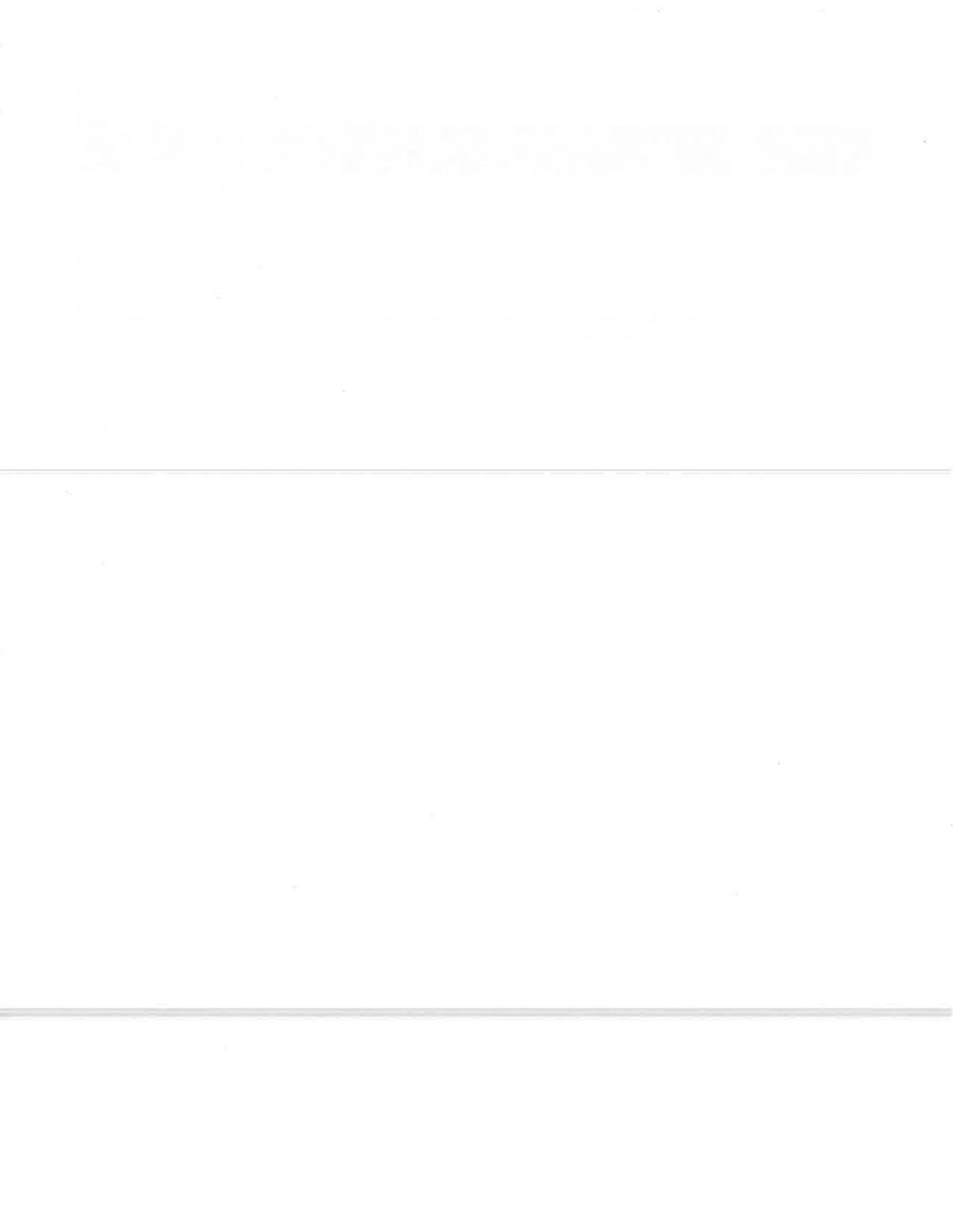
**SECTION IV. CERTIFICATION**

*Instruction for Section IV: This section must be completed by all bidder/offers.*

I, [ \_\_\_\_\_ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name:	Telephone #:	Fax #:
Title:	Email Address:	

*The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.*



**MATERIAL SPECIFICATIONS**



## Specifications for Wood Poles

these operations should be performed outdoors to avoid indoor accumulations or airborne sawdust from treated wood.

When power-sawing and machining, wear goggles to protect eyes from flying particles.

Wash exposed areas thoroughly after working with the wood and before eating, drinking and use of tobacco products.

If preservatives or sawdust accumulate on clothes, launder before reuse. Wash work clothes separately from other household clothing.

### 1.2 Additional Precautions for Creosote Pressure-Treated Wood

Wood treated with creosote should not be used where it will be in frequent or prolonged contact with bare skin (for example, chairs and other outdoor furniture), unless an effective sealer has been applied.

Creosote-treated wood should not be used in residential interiors. Creosote-treated wood may be used in interiors of industrial building components which are in ground contact and are subject to decay or insect infestation. For such uses, two coats of an appropriate sealer must be applied. Sealers may be applied at the installation site.

Creosote-treated wood may be used in interiors of farm buildings for building components which are in ground contact and are subject to decay or insect infestation, and if two coats of an effective sealer are applied except where there may be direct contact with domestic animals or livestock which may crib (bite) or lick the wood. Sealers may be applied at the installation site.

Do not use creosote-treated wood for farrowing or brooding facilities.

## **Specifications for Wood Poles**

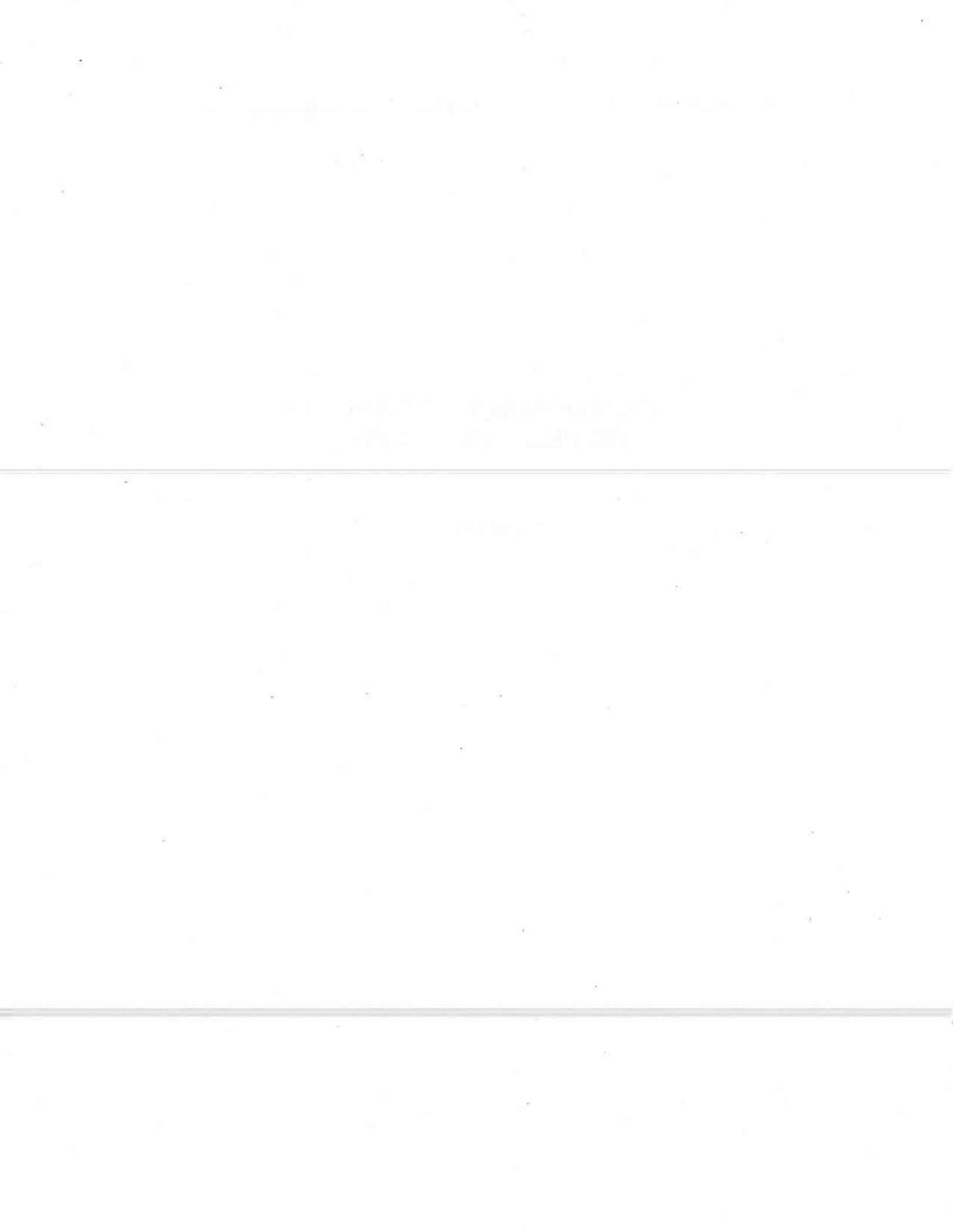
**Do not use creosote-treated wood where it may come into direct or indirect contact with drinking water for domestic animals or livestock, except for uses involving incidental contact such as docks and bridges.**

**Avoid frequent or prolonged skin contact with creosote-treated wood; when handling the treated wood, wear long-sleeved shirts and long pants and use gloves impervious to the chemicals (for example, gloves that are vinyl-coated).**

**Coal tar pitch and coal tar pitch emulsion are effective sealers for creosote-treated wood block flooring. Urethane, epoxy, and shellac are acceptable sealers for all creosote-treated wood.**

**MAINTENANCE OF TRAFFIC  
(TYPICAL DRAWINGS)**

**(21 PAGES)**



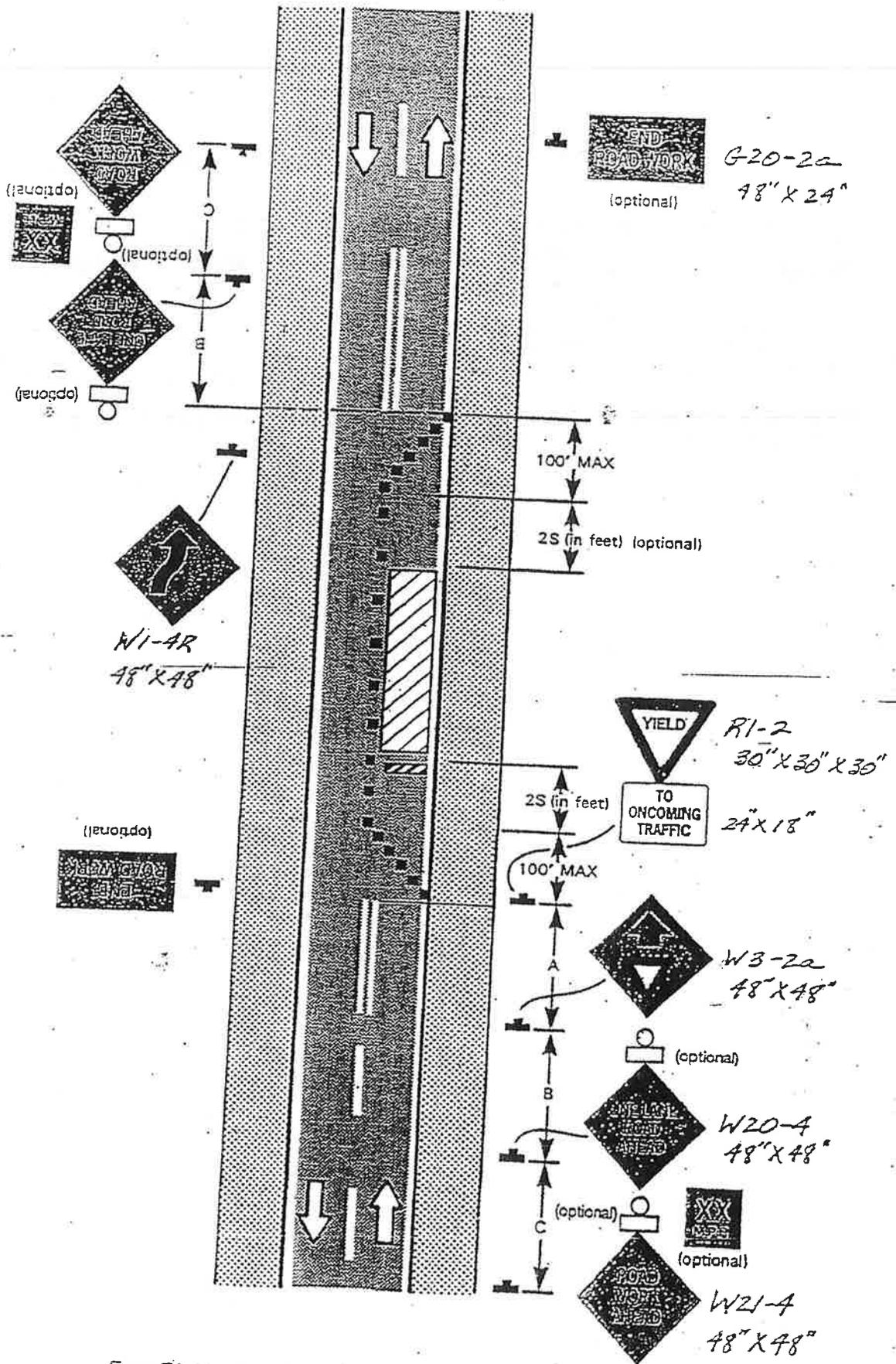


Figure TA-11. Lane closure on low-volume two-lane road.

### Lane Closure Near Side of Intersection

1. If the work space extends across the crosswalk, then close the crosswalk using the procedure and devices shown in figure TA-29.
2. The merging taper may direct traffic into either the right or left lane but not both. In this typical, a left taper should be used so that right-turn movements will not impede traffic.
3. Flashing<sup>a</sup> warning lights and/or flags may be used<sup>b</sup> to call attention to the advance warning signs.

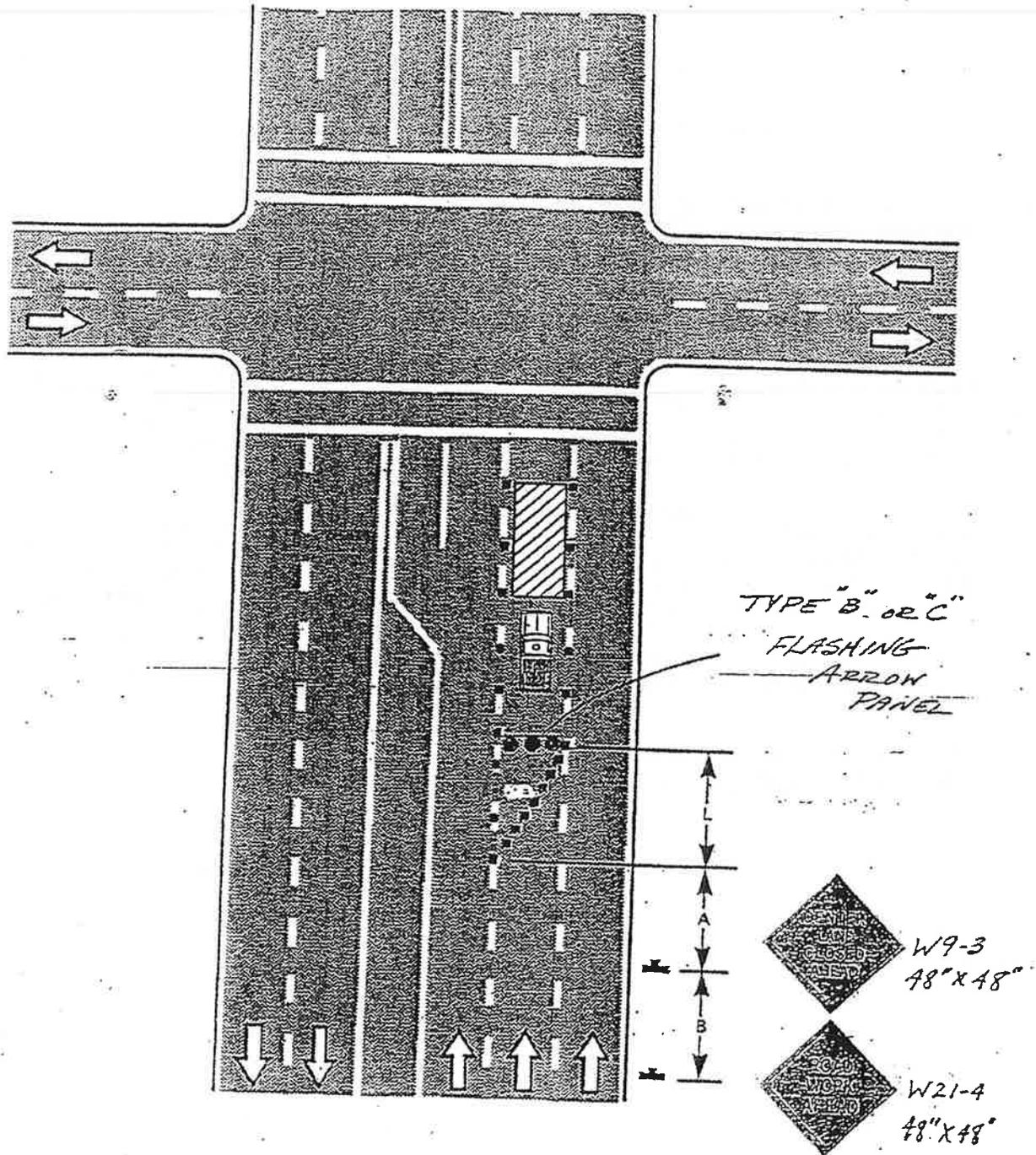


Figure TA-21. Lane closure near side of intersection.

## Right Lane Closure Far Side of Intersection

1. For intersection approaches reduced to a single lane, left-turning movements may be prohibited to maintain capacity for through traffic.
2. The standard procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closing of a right lane having significant right-turning movements, then the right lane may be restricted to right turns only, as shown. This procedure increases the through capacity by eliminating right turns from the open through lane.
3. Where the turning radius is large, it may be possible to create a right turn island using channelizing devices, as shown. This procedure reinforces the nature of the temporary exclusive right-turn lane and enables a second RIGHT LANE MUST TURN RIGHT sign to be placed in the island.
4. If the work space extends across a crosswalk, then close the crosswalk using the procedure and devices shown in figure TA-29.
5. Flashing warning lights and/or flags may be used to call attention to the advanced warning signs.

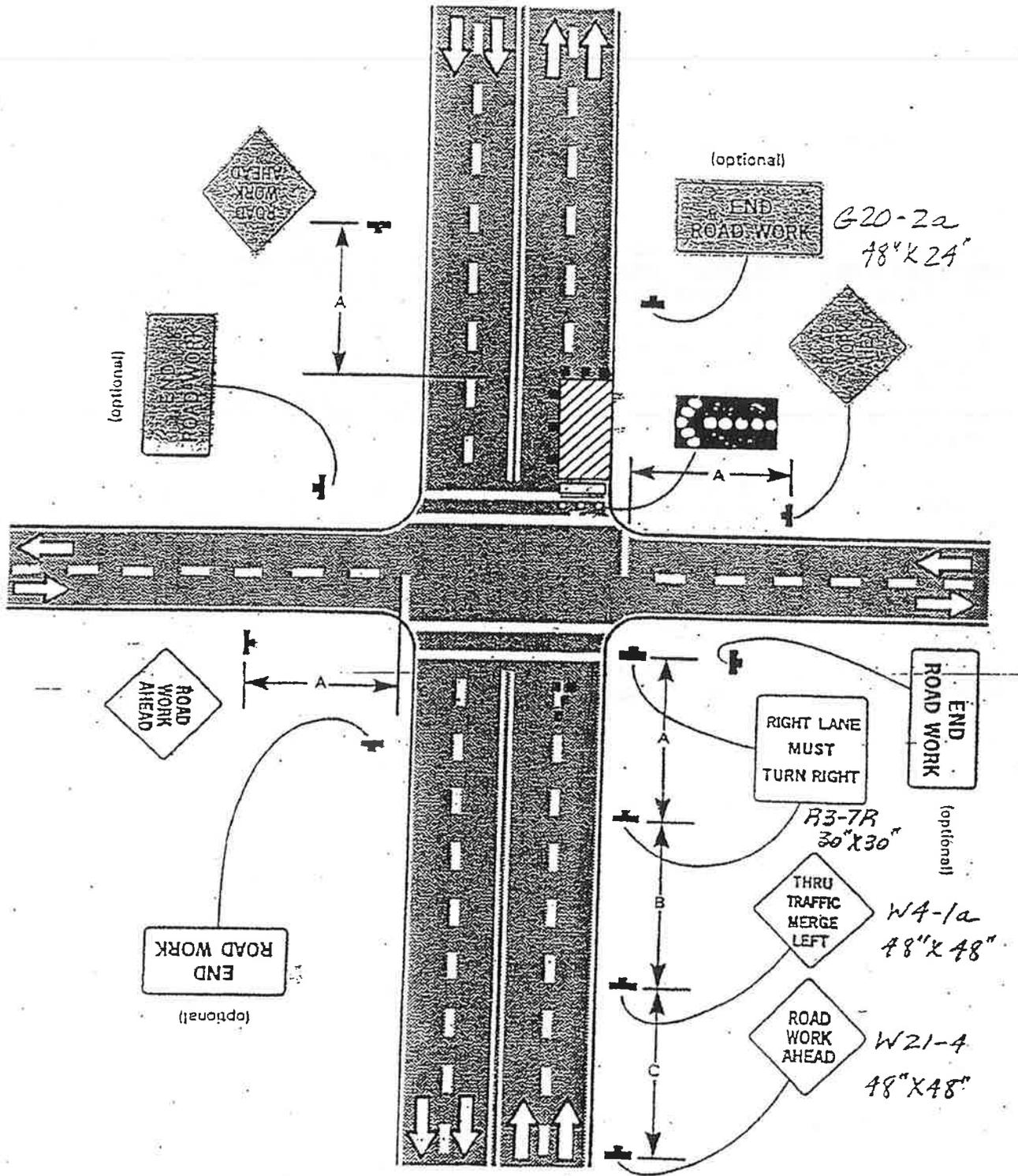


Figure TA-22. Right lane closure far side of intersection.

## Left Lane Closure Far Side of Intersection

1. The standard procedure is to close, on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a left lane having significant left-turning movements, then the left lane may be converted to a turn bay for left turns only, as shown. By first closing off the left lane and then reopening it as a turn bay, an island is created with channelizing devices that allow the LEFT LANE MUST TURN LEFT sign to be repeated on the left, adjacent to the lane that it controls.
2. If the work space extends across a crosswalk, then close the crosswalk using the procedure and devices shown in figure TA-29.
3. Care should be taken to warn drivers of vision obstructions for left-turning vehicles caused by equipment, material, and work operations in the work area.
4. Flashing warning lights and/or flags may be used to call attention to the advanced warning signs.

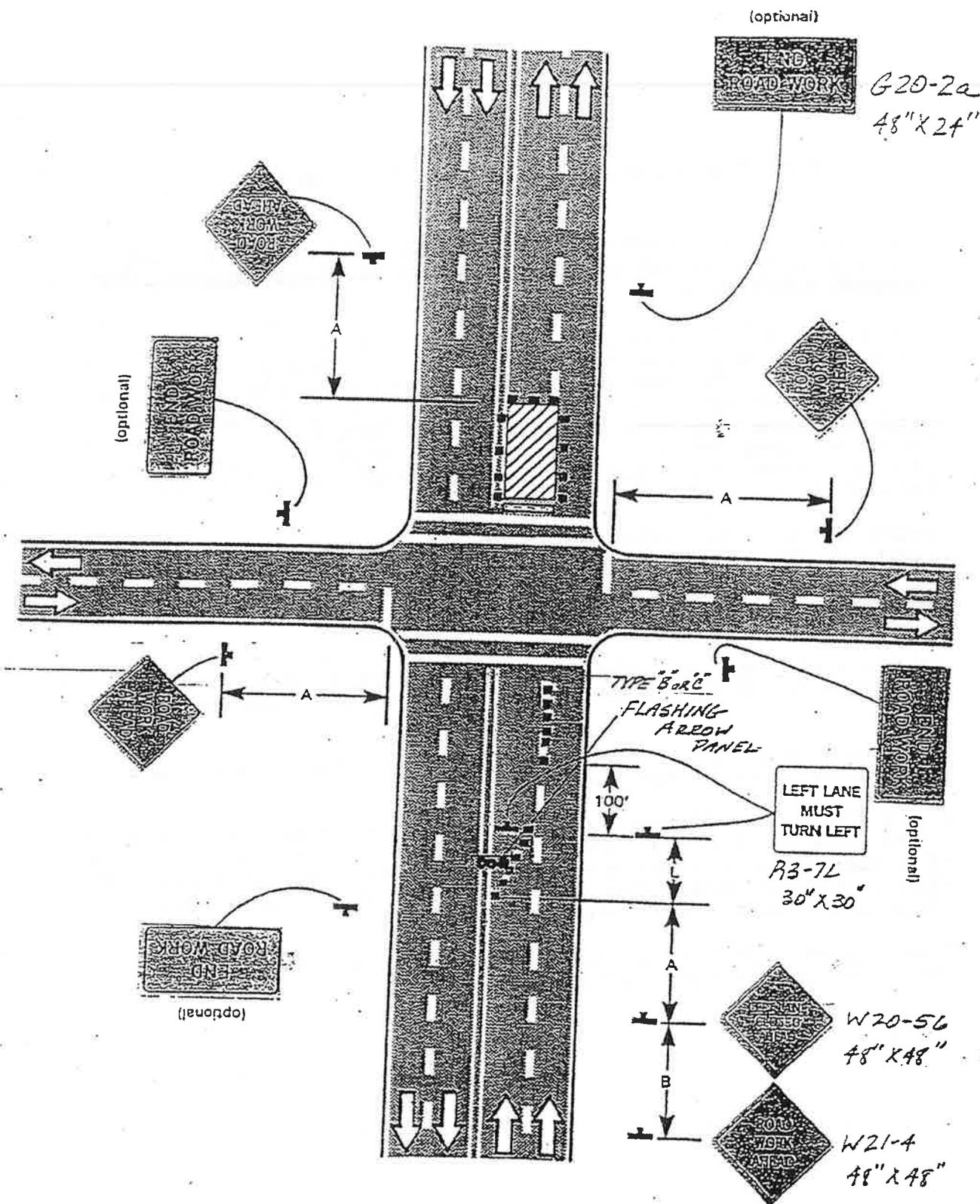


Figure TA-23. Left lane closure far side of intersection.

### Half Road Closure Far Side of Intersection

1. For intersection approaches reduced to a single lane, left-turning movements may be prohibited to maintain capacity for through traffic.
2. The standard procedure is to close on the near side of the intersection any lane that is not carried through the intersection. Therefore, the right lane should be closed on the near-side approach. However, if there is a significant right-turning movement, then the right lane may be restricted to right turns only, as shown. This procedure increases the through capacity by eliminating right turns from the open through lane.
3. Where the turning radius is large, it may be possible to create a right-turn island using channelizing devices, as shown. This procedure reinforces the nature of the temporary exclusive right-turn lane and enables a second RIGHT LANE MUST TURN RIGHT sign to be placed in the island.
4. ~~If the work space extends across a crosswalk,~~ then close the crosswalk using the procedure and devices shown in figure TA-29.
5. A buffer space should be used between opposing directions of traffic as shown in this application.
6. There may be insufficient space to place the back-to-back KEEP RIGHT sign and NO LEFT TURN symbol signs at the end of the row of channelizing devices separating opposing traffic flows. In this situation, place the NO LEFT TURN symbol sign on the right and omit the KEEP RIGHT sign.
7. Flashing warning lights and/or flags may be used to call attention to advanced warning signs.



### Closure in Center of Intersection

1. Prohibit left turns as required by traffic conditions. Unless the streets are wide, it may be physically impossible to turn left, especially for large vehicles.
2. A minimum of six channelizing devices shall be used for each taper.
3. For short-duration work operations, the channelizing devices may be eliminated if a flashing or revolving yellow light is displayed in the work space.
4. A high-level flag tree should be placed in the work space if there is sufficient room.
5. Flashing warning lights and/or flags may be used to call attention to advanced warning signs.

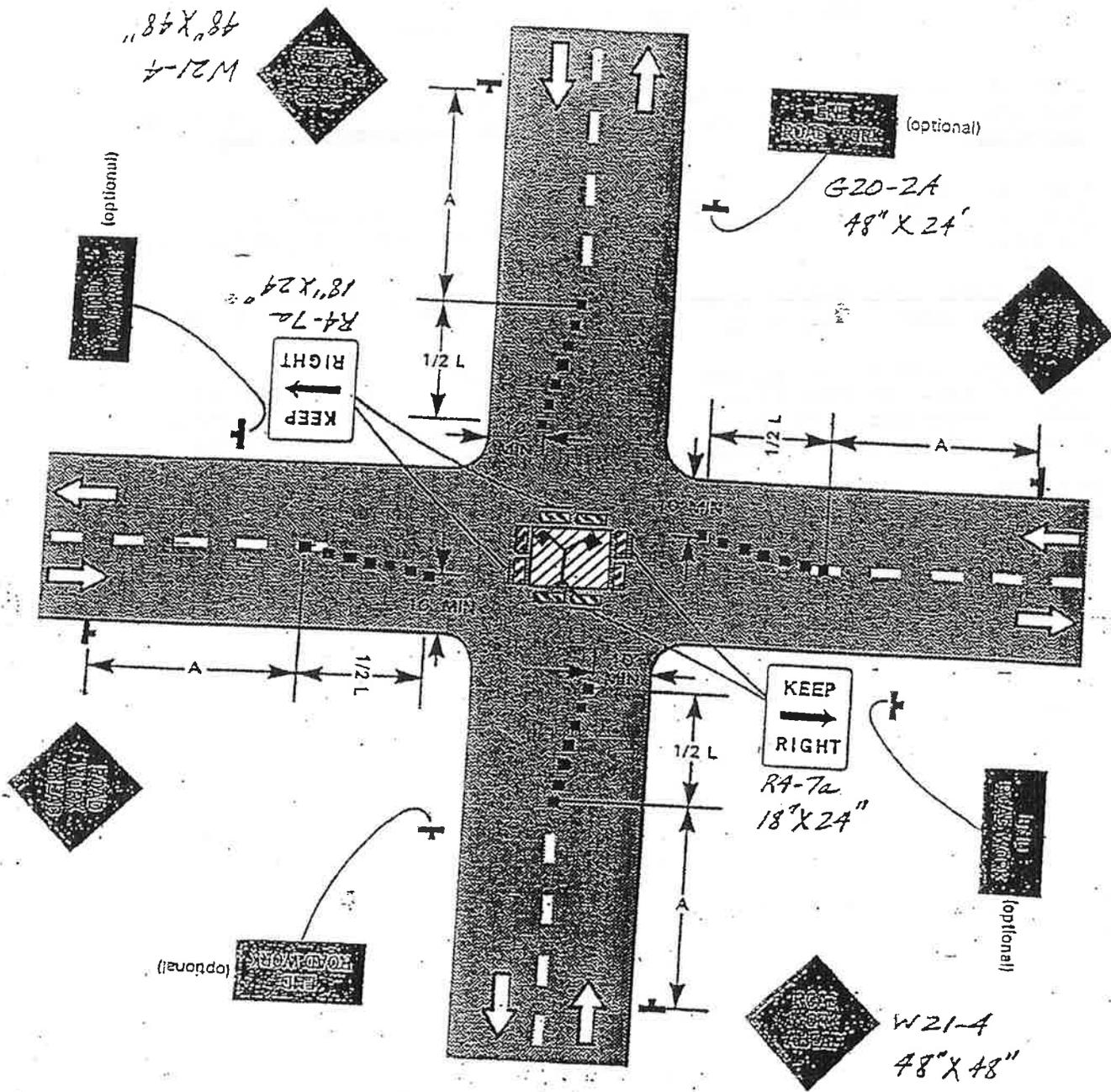


Figure TA-26. Closure in center of intersection.

### Closure at Side of Intersection

1. For low traffic volumes and intersecting two-lane streets, one flagger positioned in the center of the intersection may suffice.
2. For high traffic volumes or when a four-lane street is involved, additional flaggers or law enforcement personnel may be used.
3. A ONE-LANE ROAD AHEAD sign may also be necessary to provide adequate advance warning.
4. The situation depicted can be simplified by closing one or more of the intersection approaches. If this cannot be done, and/or when capacity is a problem, consideration should be given to diverting through traffic to other roads or streets.
5. Flashing warning lights and/or flags may be used to call attention to the advanced warning signs.

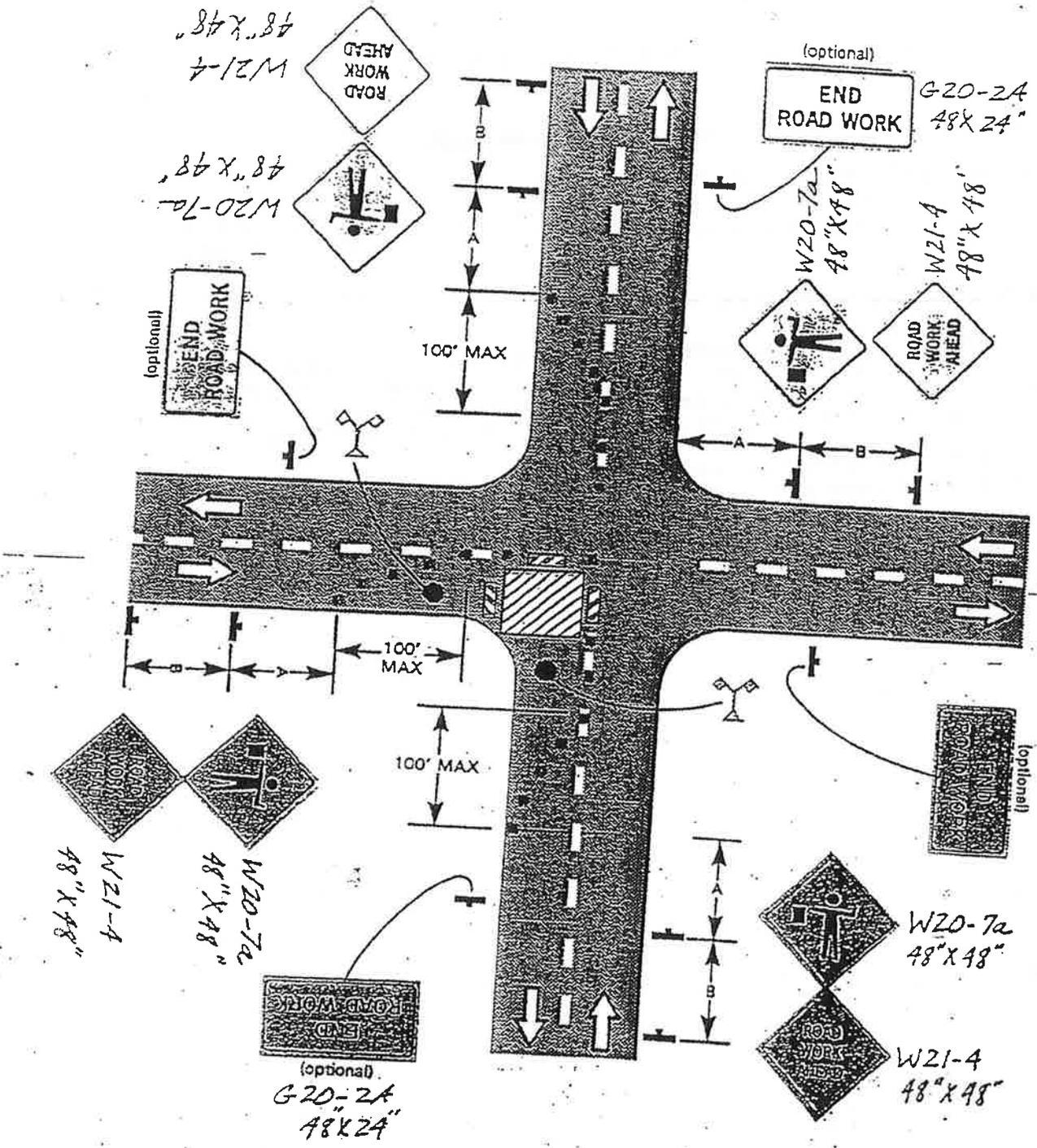


Figure TA-27. Closure at side of intersection.  
 ■ See note 1 and 2 location of flagger.

## Sidewalk Closures and Bypass Walkway

1. Additional advance warning may be necessary.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing or ROAD NARROWS signs, as needed.
3. Street lighting should be considered.
4. For nighttime closures, Type A flashing warning lights may be used on barricades supporting signs and closing walkways. Type C steady-burn lights may be used on channelizing devices separating the temporary walkway from vehicular traffic.
5. Where high speeds may be anticipated, use a barrier to separate the temporary walkway from vehicular traffic.
6. Signs may be placed along a temporary walkway to guide or direct pedestrians. Examples include KEEP RIGHT and KEEP LEFT signs.

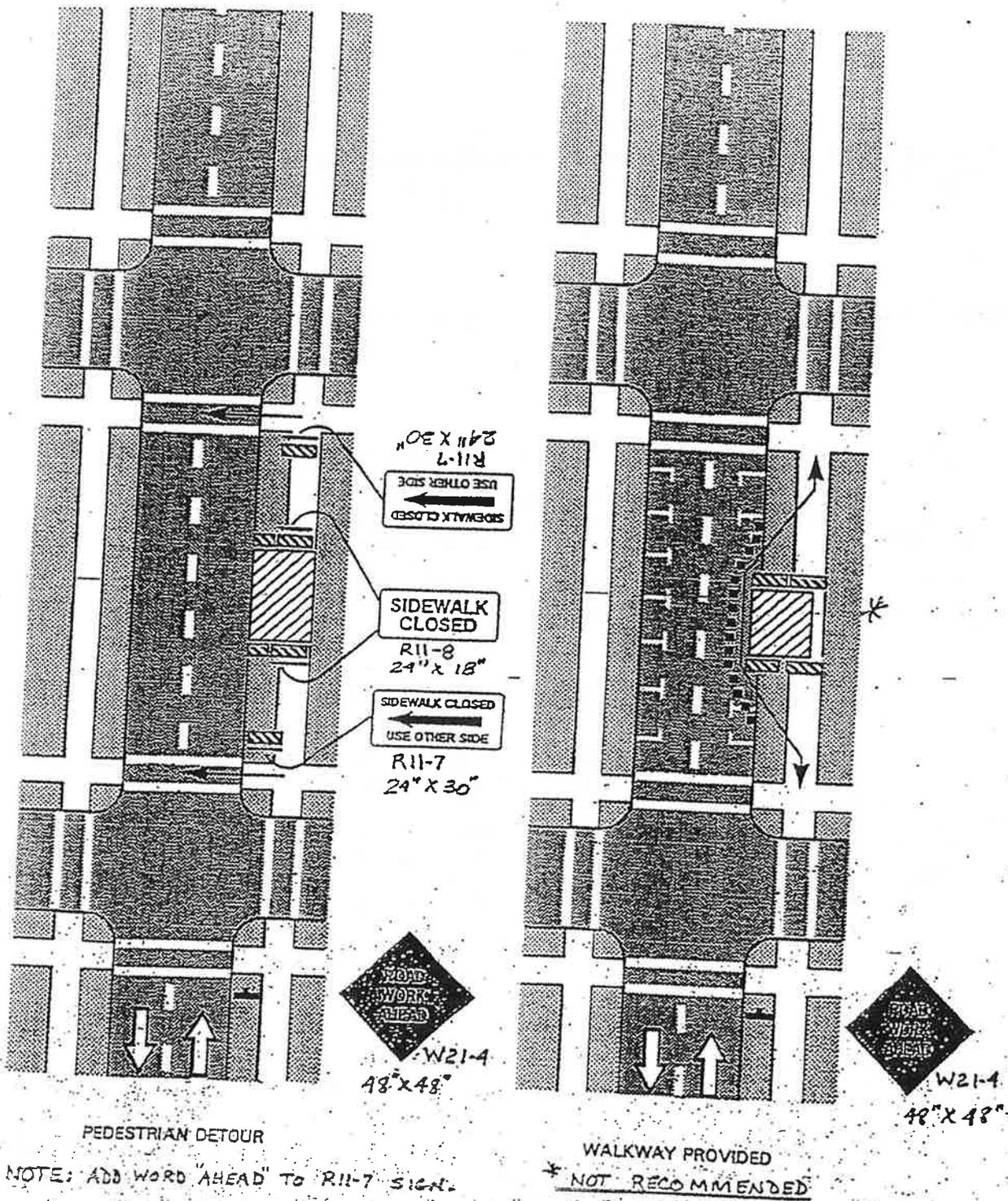


Figure TA-28. Sidewalk closures and bypass walkway.

## Lane Closure on Streets With Uneven Directional Volumes

1. The illustrated procedure would be used only when the traffic volume is such that two lanes of traffic must be maintained in the direction of travel for which one lane is closed. The procedure may be used during a peak period of traffic and then changed to provide two lanes in the other direction for the other peak.
2. The traffic control devices shown are appropriate for an urban street. Additional advance warning may be necessary.
3. A buffer space should be used in the activity area and to separate opposing traffic.
4. Conflicting pavement markings should be removed for long-term projects. (See section 6G-2..) For shorter-term projects when this is not practicable, the channelizing devices in the area of conflict should be placed at a maximum spacing of 10 feet. Interim markings should be installed where needed.
5. For higher speeds, add a W20-5 LEFT LANE-CLOSED-[distance] sign for traffic approaching the lane closure, as shown in figure TA-32.
6. If the lane shift is short and has sharp curves (30 mph or less), REVERSE TURN signs should be used.
7. Where the shifted section is long, use a REVERSE CURVE sign to show the initial shift and a second one to show the return to the normal alignment. If the shift involves a short runaround, a symbol showing back-to-back reverse curves may be used. As an alternative side-by-side arrows may be used displaying one arrow for each lane. A supplementary plate stating ALL LANES THRU may be used to emphasize the point that no lanes are closed.

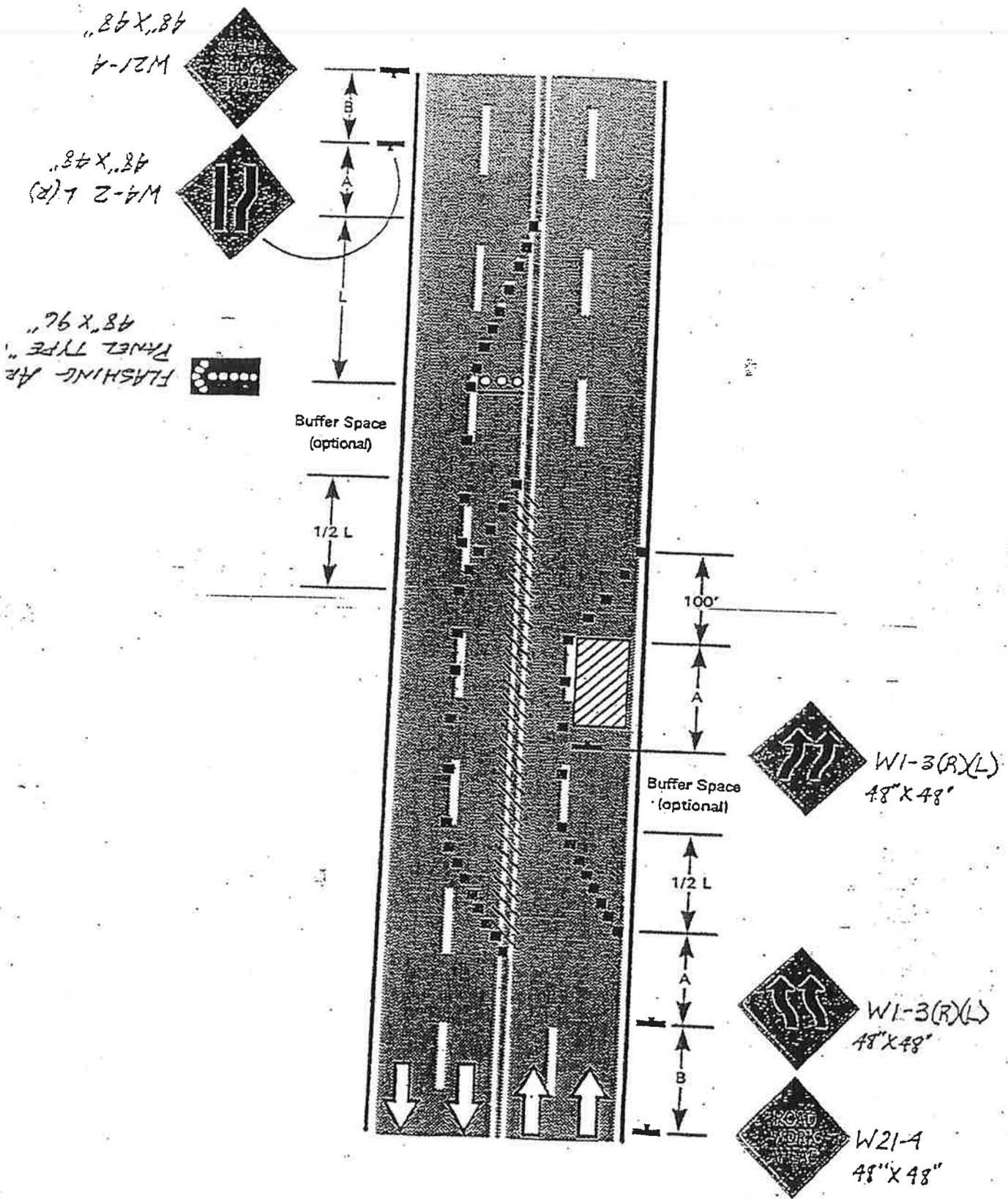


Figure TA-31. Lane closure on streets with uneven directional volumes.

### Interior Lane Closure on Multilane Road

1. The closure of the adjacent interior lane in the opposing direction may not be necessary, depending upon the activity being performed and the work space needed for the operation.
2. Additional advance warning may be necessary.
3. This procedure applies to low-speed, low-volume urban streets.

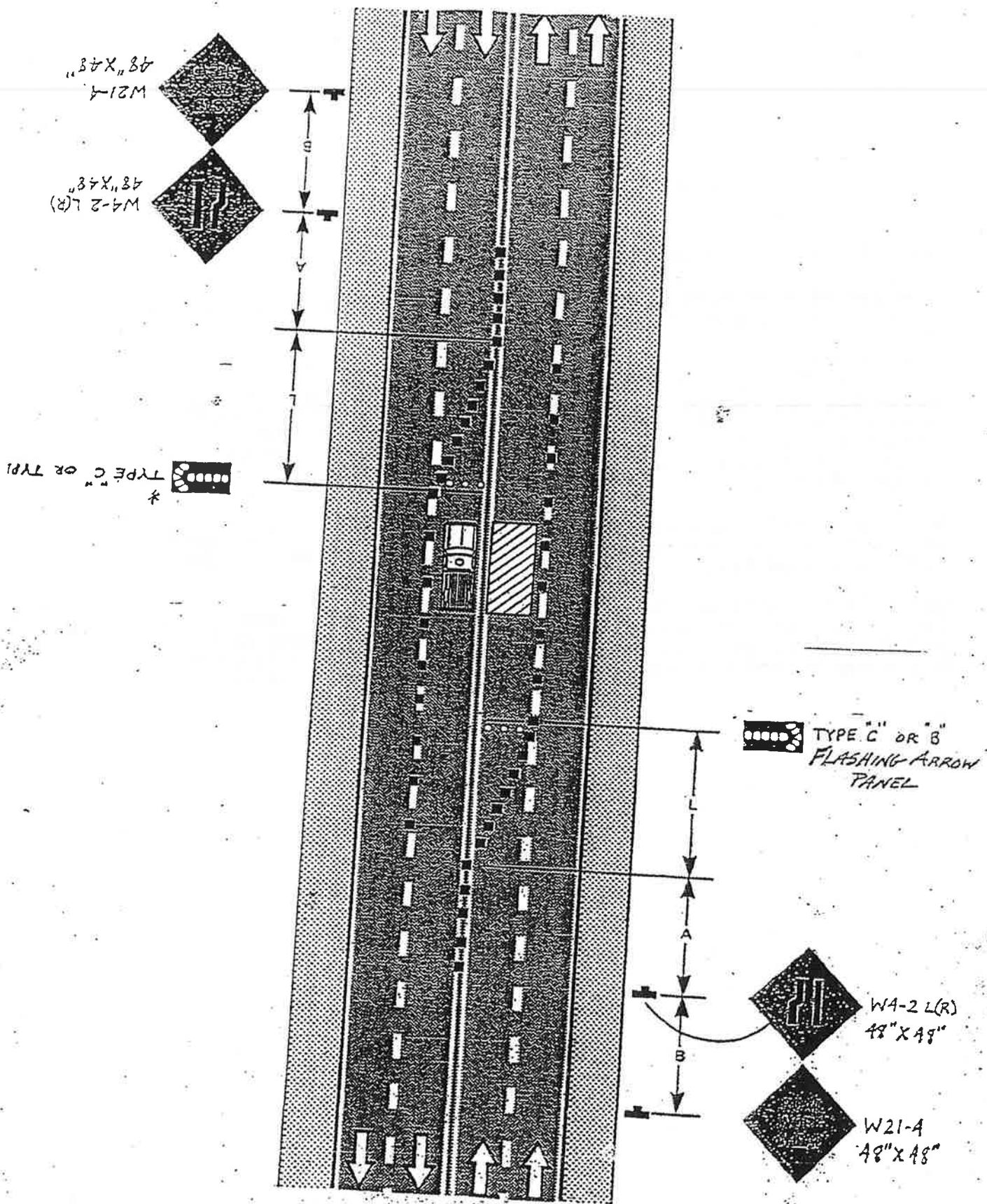
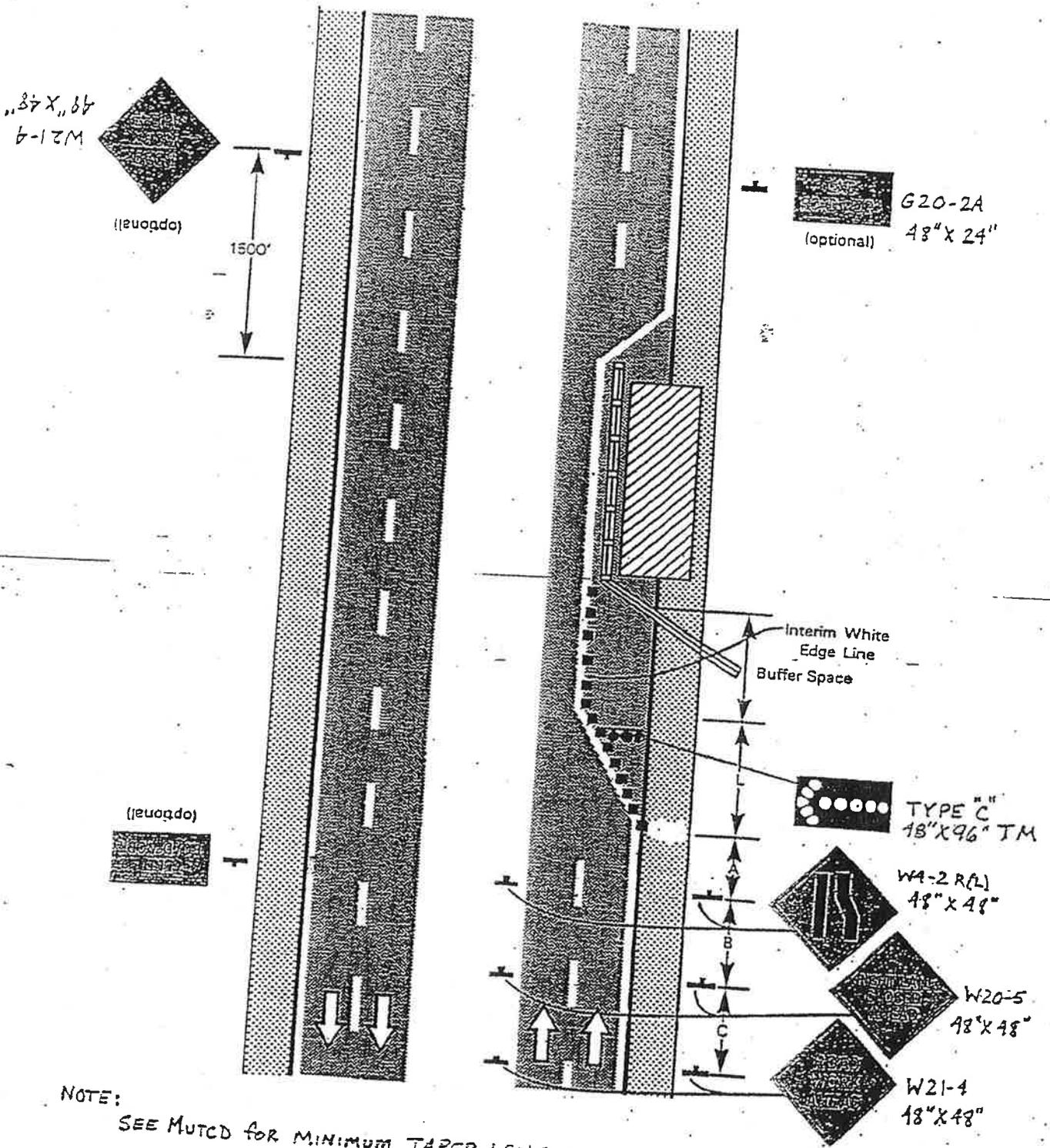


Figure TA-30. Interior lane closure on multilane street.

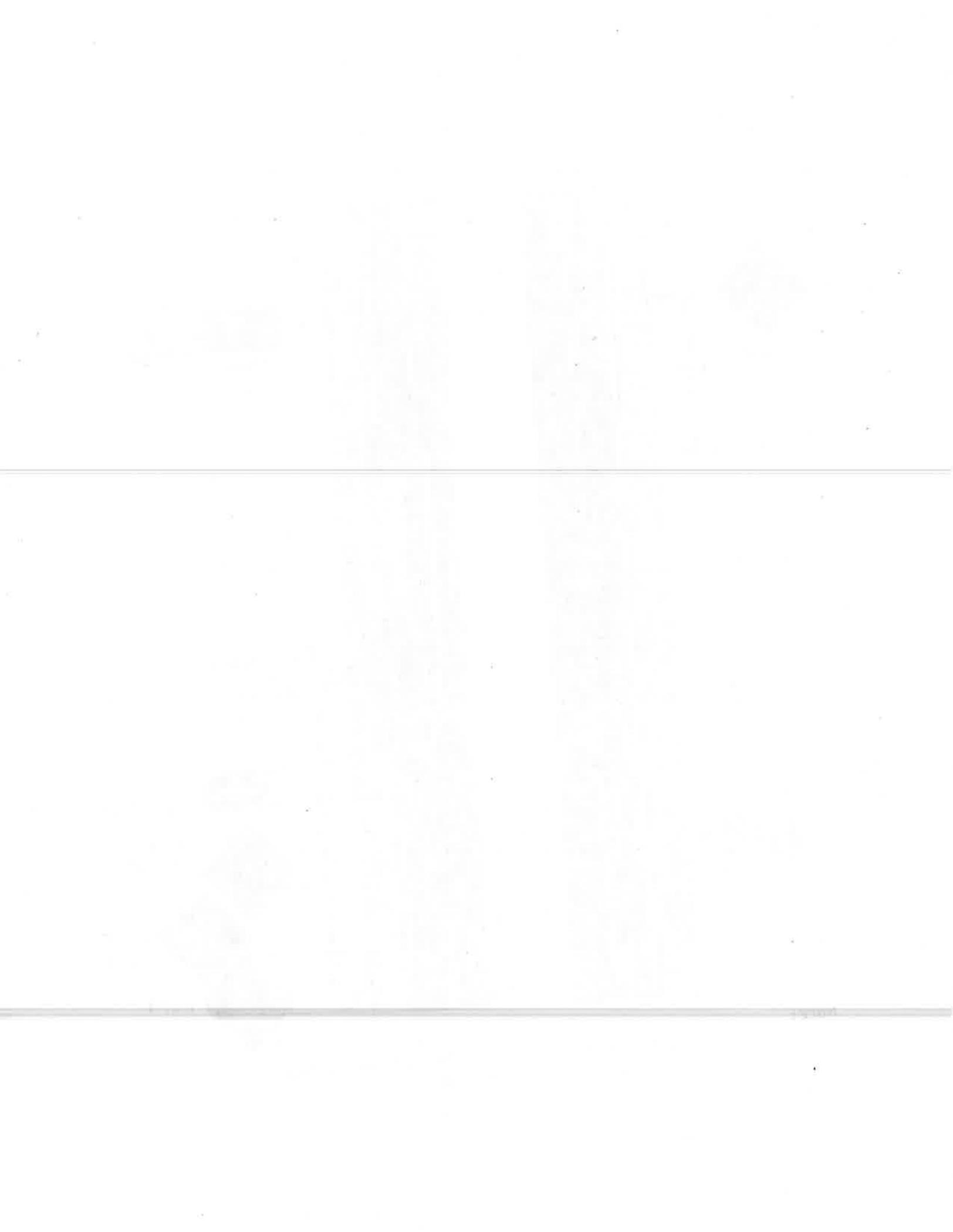
### Lane Closure with Barrier

1. Additional advance warning may be necessary.
2. The use of a barrier should be based on the need determined by an engineering analysis.
3. The layout of the barrier should prevent vehicles from impacting the ends of the barrier. To accomplish this, the taper and end should be treated as given in Chapter 9 of the AASHTO Roadside Design Guide (RDG). Example treatments are connecting to an existing barrier, attaching a crashworthy terminal such as a crash cushion or flaring away to the edge of the clear zone.
4. An interim white edge line should be installed from the start of the taper to a point beyond the work area, rejoining the permanent edge line.
5. The barrier shall not be placed along the merging taper. The lane shall first be closed using channelizing devices and pavement markings. The barrier is then placed on a flare beginning beyond the downstream end of the merging taper.



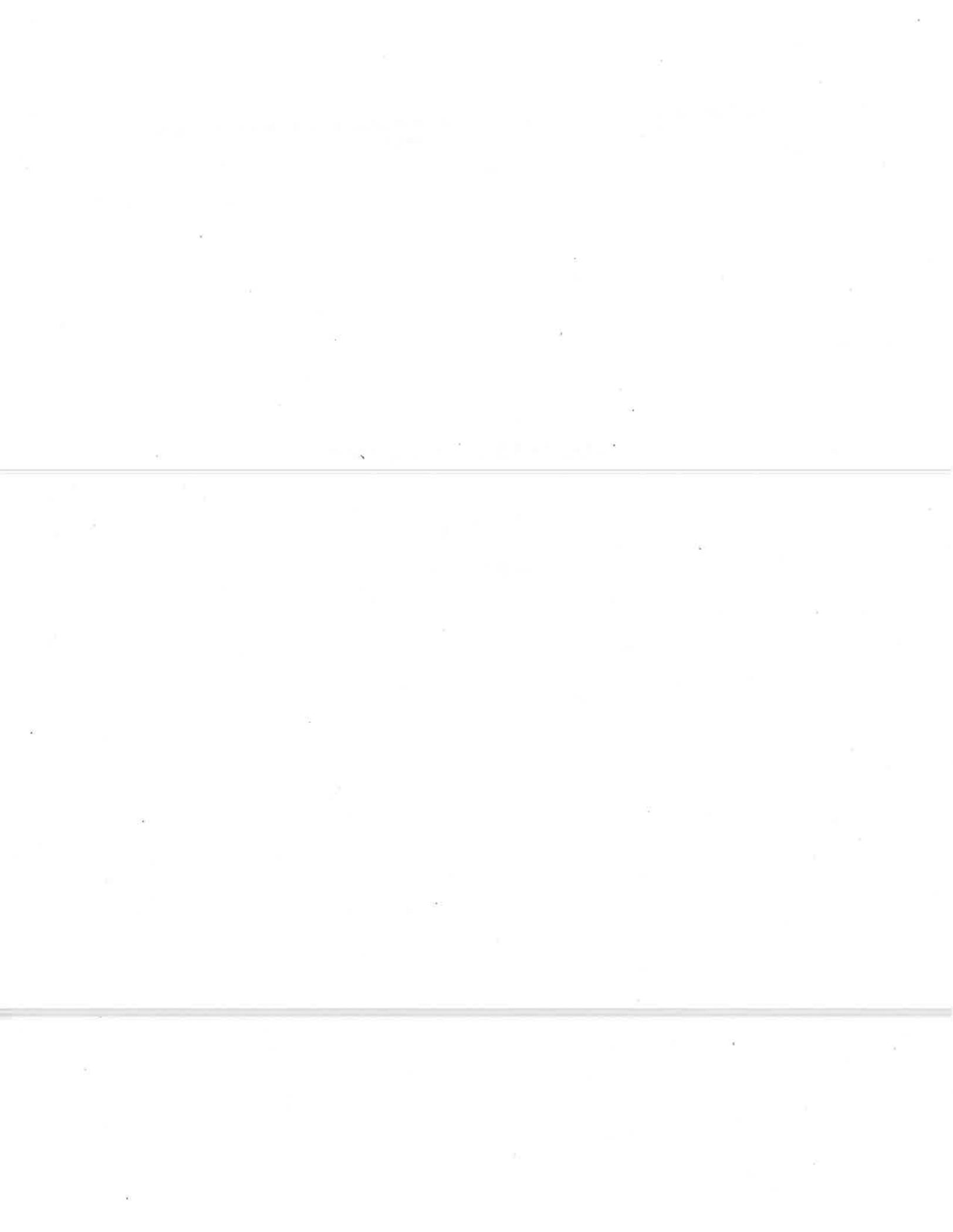
NOTE:

SEE MUTCD FOR MINIMUM TAPER LENGTHS AND SIGN SPACING.  
 Figure TA-34. Lane closure with barrier.



## **GLOSSARY OF TERMS**

**(6 PAGES)**



## **Glossary of Terms**

### **Conduit**

One of more pipes or ducts installed in the ground, the purpose of which is to provide a path and mechanical protection for electric and/or communication cables

### **Distribution Conduit**

The conduit between PEPCO manholes

### **Foundation**

A concrete structure set in the ground used to support traffic signal posts, traffic signal controllers and termination cabinets. Foundations include conduit bends anchor bolts ground rods concrete and reinforcing steel.

### **Knockdown**

Condition where a traffic device (signal head, traffic signal post traffic signal controller etc is damaged or vandalized resulting in the device becoming disengaged from its normal support. The device may or may not have a completely fallen down. Knockdown includes any physical contact to any traffic device which results in an operation different from that which is programmed to occur.

### **Local Cable**

The cable used to connect the traffic signal units and the first PEPCO manhole, between traffic signal units and the traffic signal controller or directly between traffic signal units.

### **Local Conduit**

The conduit between the traffic signal units and the first PEPCO manhole, between traffic signal units and the traffic signal controller, or directly between traffic signal units

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**Loop Detector**

Device embedded in the roadway that senses traffic flow.

**Magnetometer Vehicle Detector**

A probe embedded in the roadway capable of detecting the presence of a vehicle.

**Mast Arm**

A cantilevered arm less or equal to 15 feet in length that is used to support traffic signal units above the roadway

Mast arm Assemblies required special traffic signal poles and foundations. Installation of the mast arm assembly including the foundation, pole and mast arm is the responsibility of the District of Columbia

**Microwave Vehicle Detector Unit**

A post of mast arm mounted on electronic device which can be aimed programmed and tuned for the purpose of detecting the presence of a vehicle in a specific area of the roadway.

**Pedestrian Push Button Standard**

A metal post embedded in the ground that is used to support push button switched to be used by pedestrians at some intersections.

**Service Cable**

The cable between the traffic signal controller and the first PEPCO manhole or pole on the PEPCO distribution system that supplies electric energy to the traffic signal controller

**Service Conduit**

The conduit from the traffic signal controller to the first manhole or pole on the PEPCO distribution system. The service cables are installed in the service conduit.

**Reflector**

A contoured reflective surface which redirects the light from the light source toward the lens.

**Signal Lamp**

That part of the optical unit which, when energized electrically, provides the light source.

**Signal Head**

An assembly containing one or more signal faces.

**Signal Lens**

That part of the Optical Unit through which, when energized electrically, provides the light source.

**Signal Face**

A combination of signal sections, each capable of displaying its indication in one direction.

**Signal Head**

An assembly containing one or more signal faces.

**Signal Lens**

That part of the optical unit through which light from the light source and reflector passes and is redirected in to a prescribed pattern and filtered to a prescribed color.

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**Optically Programmed Signal Head**

A signal head containing optical units projecting an indication which is selectively veiled so as to be visible only within desired viewing boundaries.

**Pedestrian Signal**

A traffic signal head which is erected for the exclusive purpose of directing pedestrian traffic at signalized locations

**Lane-Use Control Signals**

Special overhead or roadside mounted signals having indications used to permit or prohibit the use of specific lanes of a street or highway to indicate the impending prohibitions of use

**Quality Control**

Quality Control is defined as all those planned and specified actions or operations necessary to ensure that the District of Columbia Traffic Signal Sequence of Operations will meet requirements for quality as specified. Quality Control includes, but limited to, inspection of the traffic signal hardware installation and traffic signal controller operations, and verification of all billable items before submission to the government. Quality Control is the responsibility of the Contractor.

**Quality Assurance**

Quality Assurance is defined as all those planned and systematic operations conducted to ensure that all District of Columbia Traffic Signal Sequence of Operation systems meet specifications. Quality Assurance encompasses the Government's Representative oversight of the Contractor's Quality Control Plan; review of inspector and laboratory qualifications; verifying the results of Quality Control and product testing; and periodic inspections for conformance to plans and specifications. Quality Assurance is the responsibility of the Government's Representative.

**Quality Control Inspection**

The inspection conducted by the Contractor to determine if all Traffic Signal components have been installed in compliance with specifications. Quality Control inspection should

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be conducted at the intersection preceding, during, and after traffic signal component installation. Quality Control inspection is the responsibility of the Contractor.

### **Quality Control Plan**

The Quality Control plan is developed by the Contractor and approved by the Government's representative. The Quality Control Plan address the actions, inspections, analysis and testing necessary to keep the Traffic Signal Sequence of Operations functioning according to plan; to determine when that operation is malfunctioning enabling the Contractor to respond and rectify the situation in order to restore the normal sequence of operations. The development, implementation, maintenance, and supplementation of the Quality Control Plan are the responsibility of the Contractor. Oversight of the activities required to fulfill the Quality Control Plan is the responsibility of the Government's Representative.

### **Quality Control Testing**

Quality Control testing is defined as: the testing conducted by the Contractor on all installed components that have failed to determine if the failure is a product defect or some other underlying problem. Quality Control test results shall be presented to the Government's Representative on a quarterly basis along with a summary that has been reviewed and signed by the Quality Control Manager. Quality Control testing is the responsibility of the Contractor.

### **Statistical Quality Analysis**

Statistical Quality Analysis is defined as: the analysis of failed components to determine a particular problem in a signal head, traffic controller, intersection, or area so that the Government's Representative can make an informed decision on how to the rectify the situation

### **Termination Cabinets**

A cabinet used for terminating Traffic Signal Communication and Control System cable.

### **Traffic Signal Communication and Control System Conduit**

The District owned conduit between the traffic signal controllers and or the Traffic Signal Control Center and in which the Traffic Signal Communication and Control System. Cables are installed.

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**Traffic Signal Equipment**

All above ground equipment including traffic signal controller cabinets traffic signal posts pedestrian push-button standards and traffic signal heads, and vehicle detection equipment.

**Traffic Signal Head**

Any power operated traffic control device, except signs, barricade warning lights, or steady burning electric lamps, by which traffic is warned or is directed to take some specific action.

**Traffic Signal Post**

A metal post mounted on a foundation and used to support traffic signal units. If a metal post supports both traffic signal units and street light fixtures it shall be considered a street light posts.

**Vehicle Signal Heads**

A traffic signal head which is erected for the purpose of controlling and directing vehicular traffic at signalized intersections

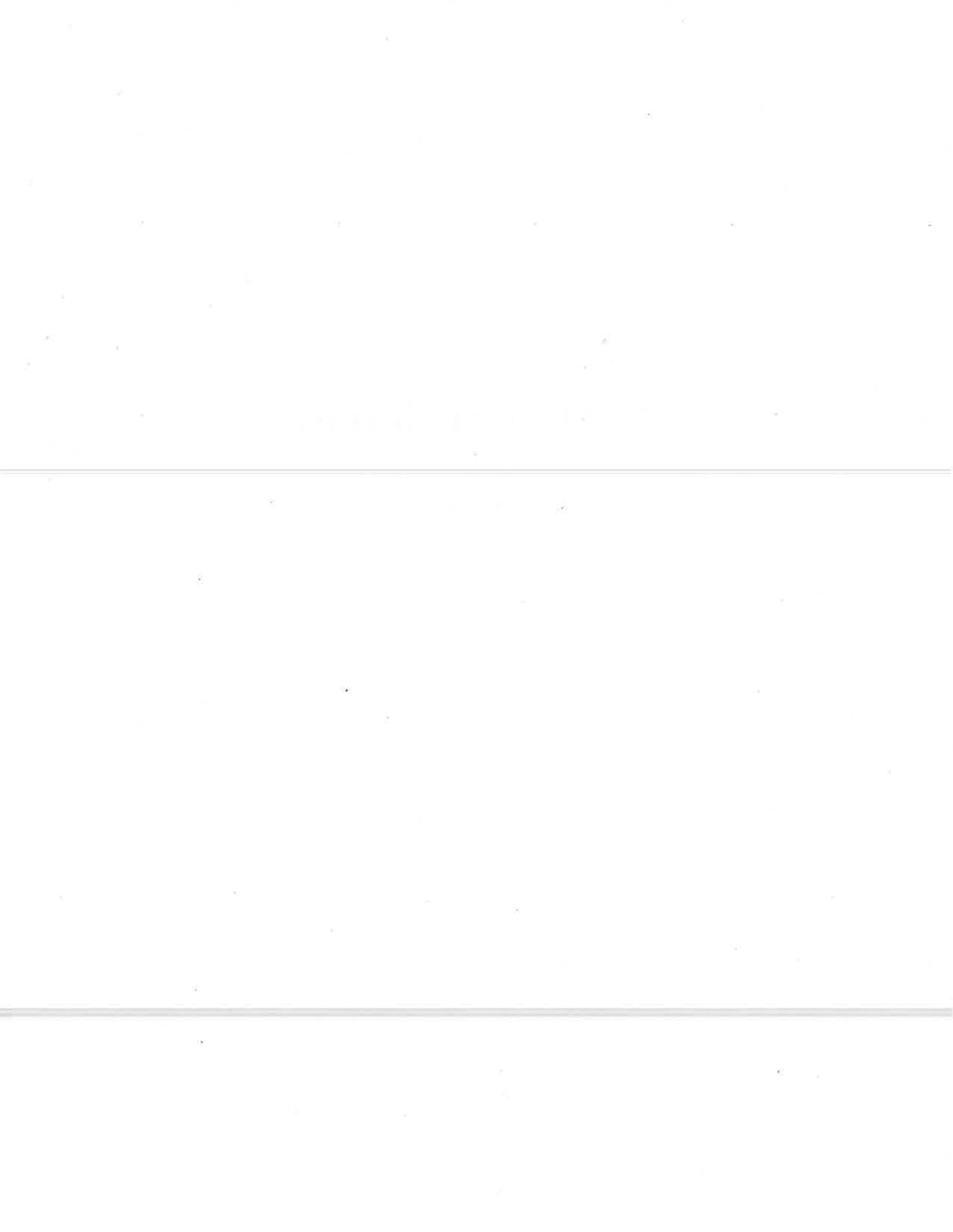
Vehicle signal heads also control and direct pedestrian traffic in the absence of pedestrian signal heads

**Other Terms**

Terms used in the maintenance contract unless otherwise stated shall be understood to be those of (1) Manual on Uniform Traffic Control Devices for Streets and Highways (2) Highway Capacity Manual or (3) Institute of Transportation Engineers Handbook.

**CCTV CAMERA LOCATIONS**

(5 PAGES)



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CCTV CAMERA LOCATIONS

DDOT CCTV Camera Listing				
STREET		STREET	#	SECT.
GEORGIA AVE	@	NEW HAMPSHIRE	1	NW
17TH	@	K/CONNECTICUT	2	NW
M STREET	@	KEY BRIDGE	3	NW
S. CAPITOL	@	M STREET	4	SW
NEW YORK	@	FLORIDA	5	NE
KENILWORTH	@	EASTERN	6	SE
NEW YORK	@	4TH	7	NW
CANAL	@	CHAIN BRIDGE	8	NW
14TH BRIDGE	@		9	SW
GEORGIA AVE	@	MISSOURI	10	NW
GEORGIA AVE	@	GERANIUM	11	NW
GEORGIA AVE	@	IRVING	12	NW
16TH	@	U STREET	13	NW
16TH	@	HARVARD	14	NW
GEORGIA AVE	@	EASTERN	15	NW
16TH	@	IRVING	16	NW
16TH	@	UPSHUR	17	NW
GEORGIA AVE	@	KANSAS	18	NW
S. CAPITOL	@	SUITLAND PKWY	19	SE
S.E. FREEWAY	@	SOUSA BRIDGE	20	SE
NEW YORK	@	BLADENSBURG	21	NE
16TH	@	MILITARY/MISSOURI	22	NW
7TH	@	INDEPENDENCE	23	SW
12TH	@	CONSTITUTION	24	NW
9TH	@	CONSTITUTION	25	NW
14TH	@	FEDERAL TRIANGLE	26	NW
INDEPENDENCE	@	WASHINGTON	27	NW
WISCONSIN	@	M STREET	28	NW
GEORGIA AVE	@	FLORIDA & 7TH	29	NW
CONNECTICUT	@	CALVERT	30	NW
15TH	@	H/BENNING/BLADS	31	NE

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CCTV CAMERA LOCATIONS

STREET		STREET	#	SECT.
RHODE ISLAND	@	S. DAKOTA	32	NE
BENNING	@	17TH	33	NE
BENNING	@	E. CAPITOL	34	NE
BENNING	@	MINNESOTA	35	NE
7TH	@	PENNSYLVANIA	36	NW
E. CAPITOL	@	SOUTHERN	37	NW
PENNSYLVANIA	@	BRANCH	38	NW
DUPONT CIRCLE	@		39	NW
WISCONSIN	@	WESTERN	40	NW
27TH	@	WHITEHURST/K	41	NW
WISCONSIN	@	MASS. AVE.	42	NW
CANAL	@	FOXHALL	43	NW
CONNECTICUT	@	OLIVER	44	NW
CONNECTICUT	@	MILITARY	45	NW
CONNECTICUT	@	NEBRASKA	46	NW
CONNECTICUT	@	MACOMB	48	NW
CONNECTICUT	@	FLORIDA	49	NW
WISCONSIN	@	ELLICOTT	50	NW
WISCONSIN	@	TENLEY	51	NW
WISCONSIN	@	CALVERT	52	NW
CONNECTICUT	@	VAN NESS	53	NW
MACARTHUR	@	LOUGHBORO	54	NW
MACARTHUR	@	ARIZONA	55	NW
16TH	@	N. PORTAL	56	NW
16TH	@	KALMIA	57	NW
16TH	@	COLORADO	58	NW
16TH	@	K ST	59	NW
15TH	@	CONSTITUTION	60	NW
GEORGIA AVE	@	PINEY BRANCH	61	NW
2ND	@	PENNSYLVANIA	62	SE
PENNSYLVANIA	@	8TH	63	SE
PENNSYLVANIA	@	MINNESOTA	64	SE

DISTRICT OF COLUMBIA GOVERNMENT  
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CCTV CAMERA LOCATIONS

STREET		STREET	#	SECT.
PENNSYLVANIA	@	ALABAMA	65	SE
PENNSYLVANIA	@	SOUTHERN	66	SE
PENNSYLVANIA	@	9TH	67	NW
PENNSYLVANIA	@	28TH	68	NW
ALABAMA	@	BRANCH	69	SE
SOUTHERN	@	BRANCH	70	SE
21ST	@	K ST	71	NW
19TH	@	K ST	72	NW
24TH	@	KWASH. CIRCLE	73	NW
S. CAPITOL	@	I ST	74	SW
3RD	@	H / MASS AVE.	75	NW
2ND	@	H	76	NW
H ST	@	UNION STATION	77	NE
3RD	@	H ST.	78	NE
N. CAPITOL	@	H ST.	79	NE
7TH	@	H ST.	80	NW
BENNING	@	KENILWORTH RAMP	81	NE
E. CAPITOL	@	50TH	82	NE
E. CAPITOL	@	58TH	83	NE
9TH ST RAMP	@	NEW YORK	84	NE
N. CAPITOL	@	NEW YORK	85	NE
NEW JERSEY	@	NEW YORK	86	NW
7TH	@	NEW YORK	87	NW
7TH	@	RHODE ISLAND	88	NW
N. CAPITOL	@	RHODE ISLAND	89	NE
FLORIDA	@	RHODE ISLAND	90	NW
18TH	@	RHODE ISLAND	91	NE
RHODE ISLAND	@	EASTERN	92	NE
17TH	@	CONSTITUTION	93	NW
18TH	@	CONSTITUTION/VIRG	94	NW
NEW YORK	@	MONTANA	95	NE
GEORGIA AVE	@	ARKANSAS	96	NW

DISTRICT OF COLUMBIA GOVERNMENT  
DISTRICT DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION OPERATIONS ADMINISTRATION

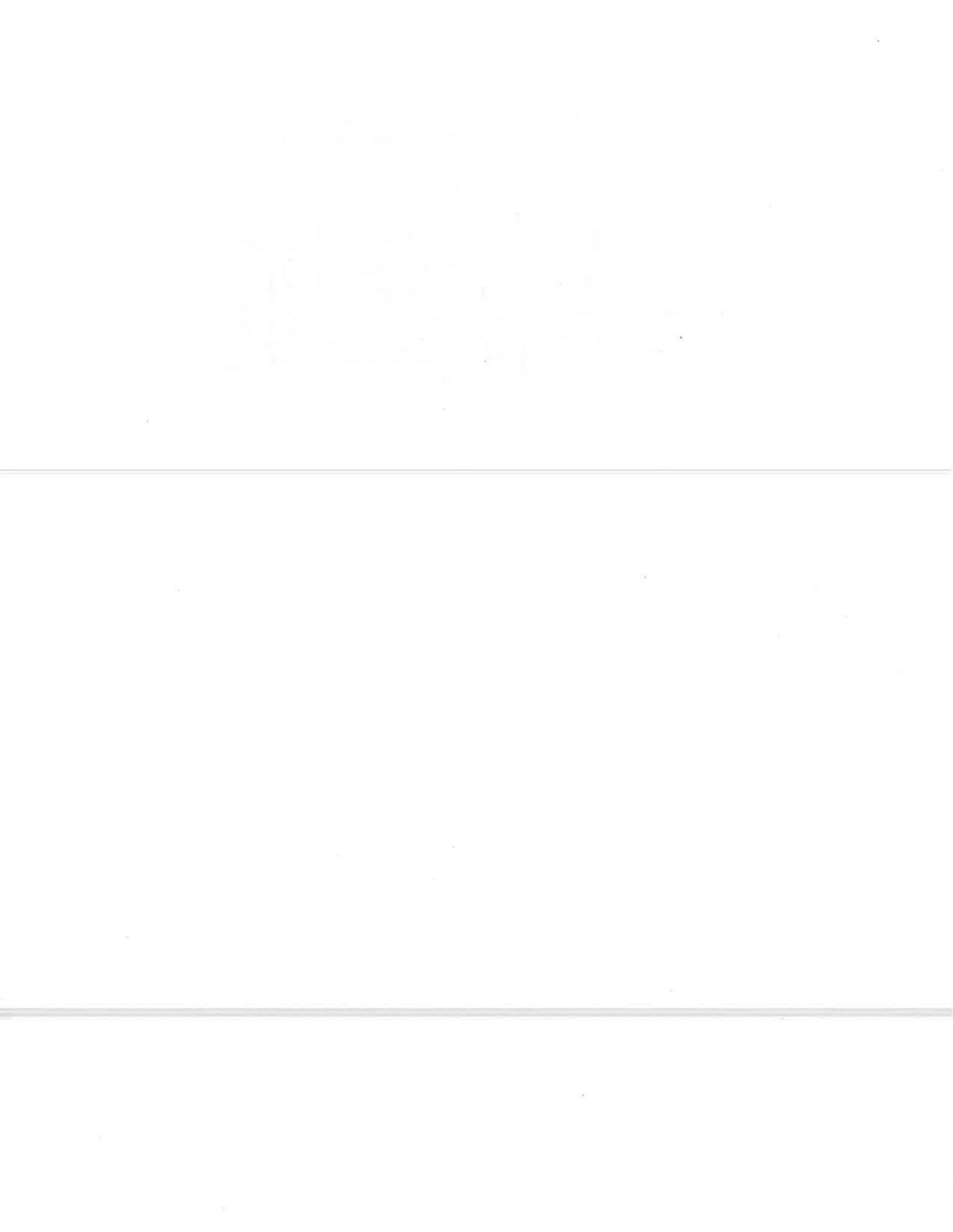
CCTV CAMERA LOCATIONS

STREET		STREET	#	SECT.
WISCONSIN	@	Q ST	97	NW
CONNECTICUT	@	CATHEDRAL	98	NW
S. CAPITOL	@	FIRTH STERLING	100	SE
7TH	@	FRONTAGE	101	SW
3RD	@	CONSTITUTION	102	NW
20TH	@	CONSTITUTION	103	NW
14TH	@	PENNSYLVANIA	105	NW
VIRGINIA	@	E ST	106	NW
16TH	@	SCOTT CIRCLE	107	NW
16TH	@	ALASKA	108	NW
17TH	@	LOWER E	109	NW
17TH	@	PENNSYLVANIA	110	NW
19TH	@	PENNSYLVANIA & H	111	NW
21ST	@	PENNSYLVANIA	112	NW
H ST/CONNECT.	@	JACKSON	113	NW
14TH	@	H STREET	115	NW
14TH	@	NEW YORK	116	NW
15TH	@	G/PENN/NEW YORK	117	NW
14TH	@	I ST	118	NW
13TH	@	I ST	119	NW
18TH	@	I ST	120	NW
17TH	@	I ST	121	NW
16TH	@	I ST	122	NW
13TH	@	H & NEW YORK	123	NW
13TH	@	K ST	124	NW
15TH	@	K/VERMONT	125	NW
15TH	@	PENN/LOWER E	126	NW
MASS. AVE	@	WHITEHAVEN	127	NW
East Capitol	@	19th	128	
I-295 South	@	Blue Plains	129	SE
I-295 North	@	Blue Plains	130	SE
Roosevelt Bridge	@	Constitution	132	NW

DISTRICT OF COLUMBIA GOVERNMENT  
 DISTRICT DEPARTMENT OF TRANSPORTATION  
 TRANSPORTATION OPERATIONS ADMINISTRATION

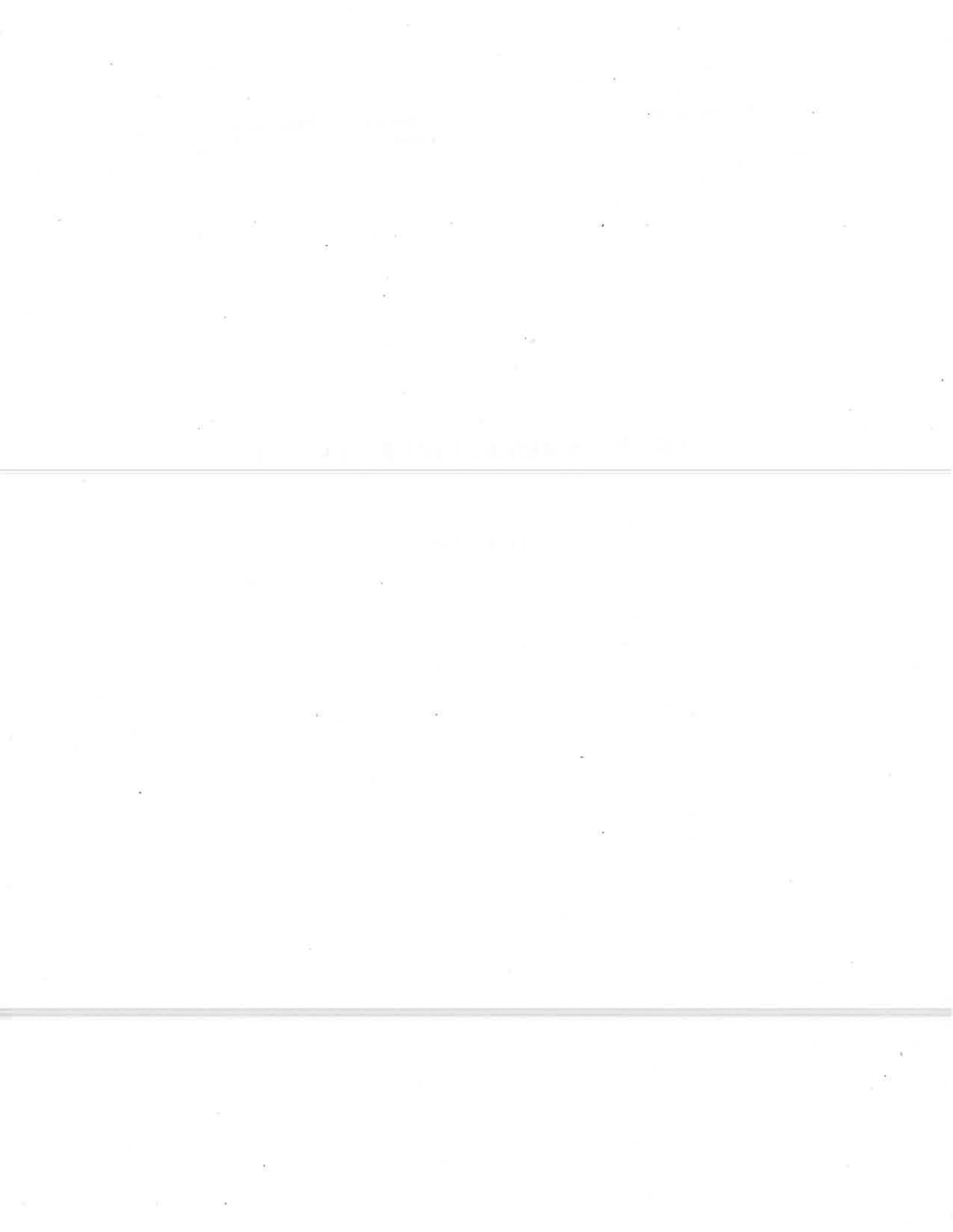
CCTV CAMERA LOCATIONS

STREET		STREET	#	SECT.
Suitland	@	FIRTH STERLING	132	SE
South Capitol	@	Douglas Bridge	134	SE
1 ST	@	N ST	135	SE
1ST	@	M ST	136	SE
1st	@	Potomac	137	SE



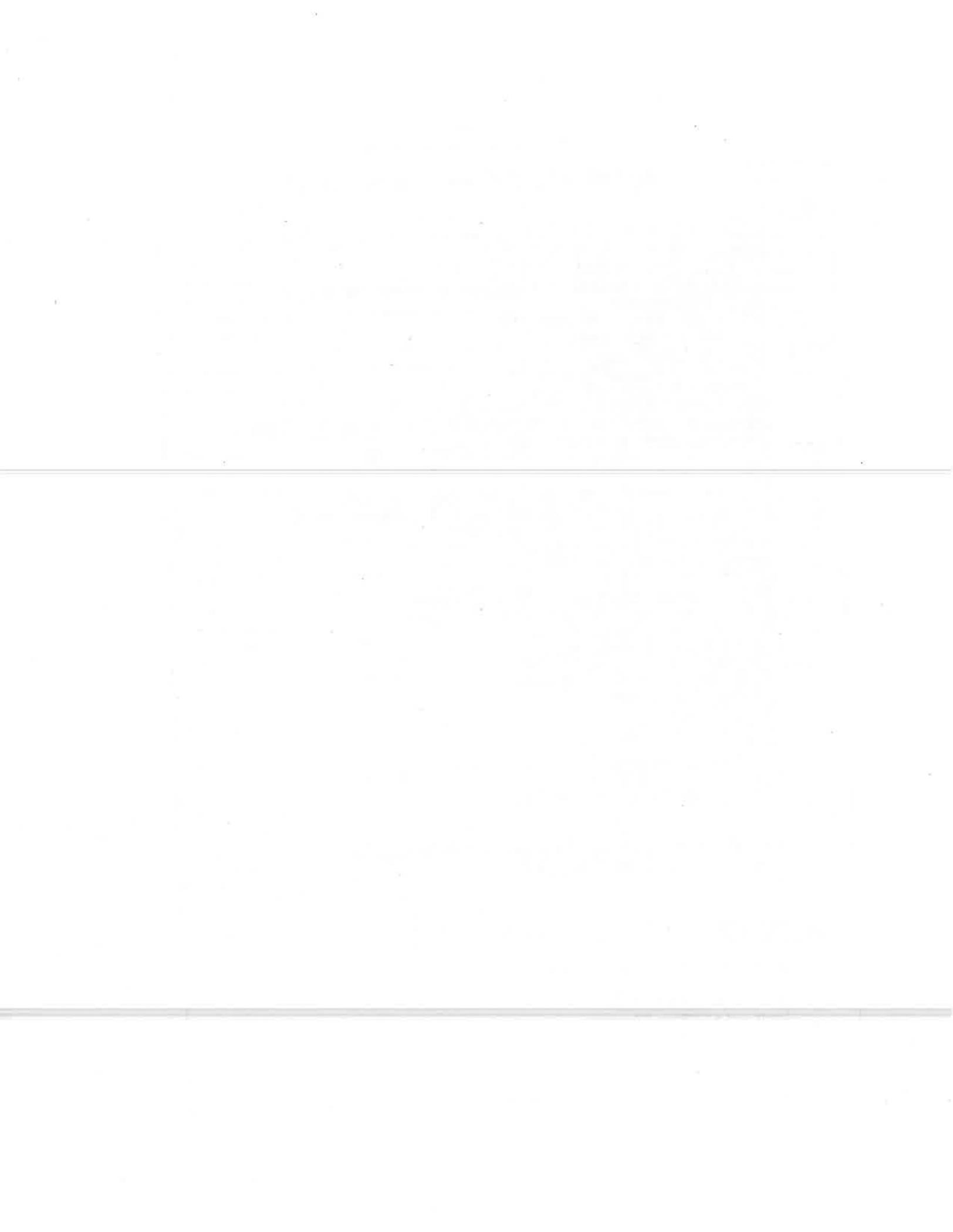
**CCTV CAMERA MATERIALS LIST**

(1 PAGE)



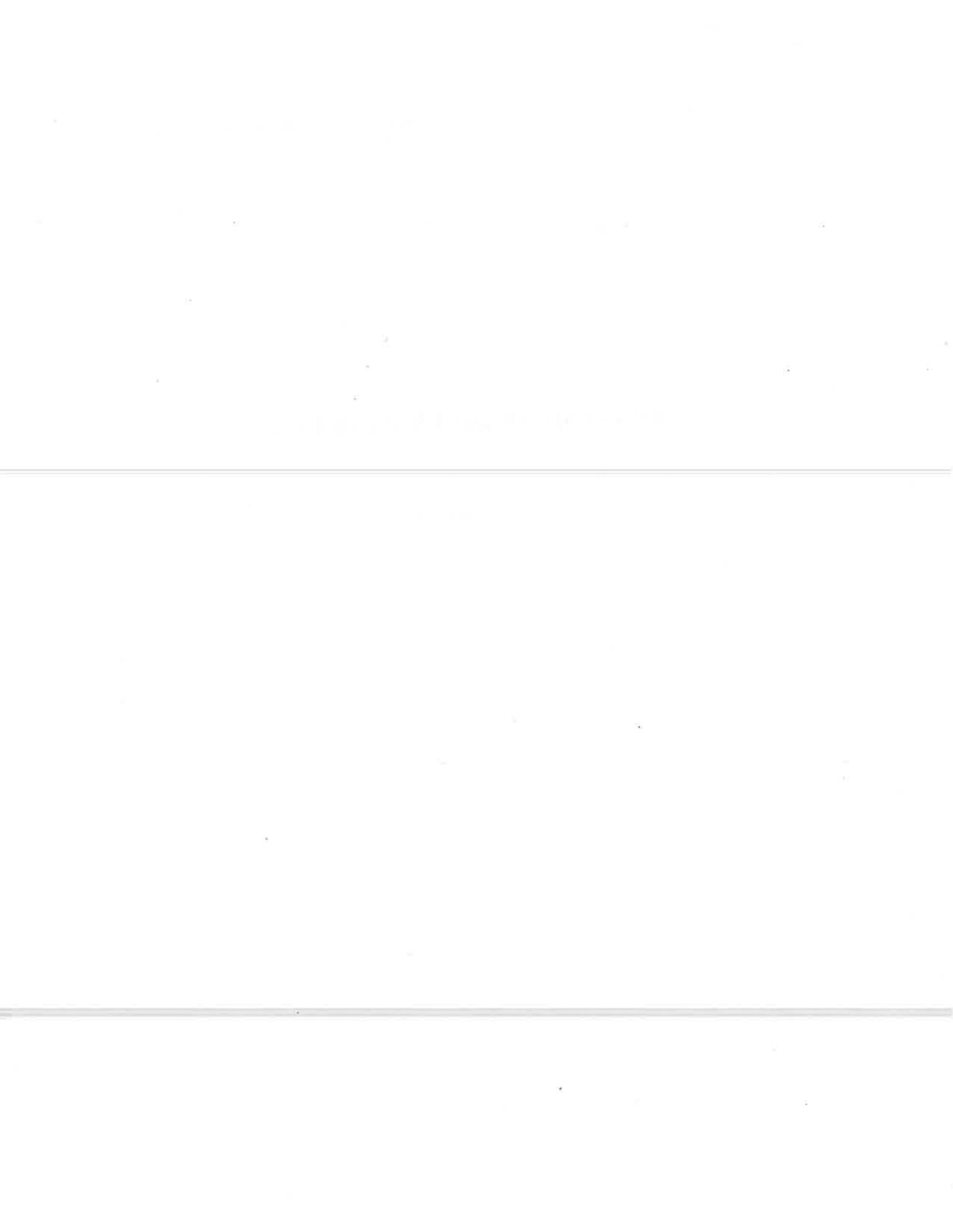
DDOT  
CCTV Camera Equipment Inventory

Material Required for CCTV Camera Installation or Equal	
Model #	Description
	Ultrak SmartScan KD6i WeatherDome Camera Yoke (firmware part # 519625-1980)
	Ultrak SmartScan KD6i WeatherDome Camera Top
	Ultrak SmartScan KD6i WeatherDome Camera Bottom
	Ultrak SmartScan Power Supply and video/data interface with surge suppression
	Ultrak Composite Cable
	adc megabit modem , 10 slot modem rack
310F-3	ADC 310F-3 Megabit modem
320F-3	ADC 320F-3 Megabit modem
	Core Tec VCX-2400-E MPEG-2 encoder
	Core Tec VCX-2400-D-R decoder card
	RG-6 flooded coax cable (West Penn Wire # 6325 or equiv.)
	3-pair 19 gauge solid distribution cable (Type IMSA 60-6 or RUS Spec. PE-54 BWFG)
	IMSA 19-1, 7 conductor, 14 gauge, stranded cable
DWM19S	honeywell Mount, Wall, Heavy Duty, Schedule 40 Galvanized Pipe, Black
PMA18BS	honeywell Adapter, Pole Mount, Black
	3/4" stainless steel metal strap banding (Band-It C206 or equivalent)
	3/4" stainless steel metal strap banding buckles (Band-It C256 or equivalent)
	universal channel clamp (Band-It SX0220 or equivalent)
	medium extrusion 8 1/2" long (Band-It SX0073 or equivalent)
	Kellum Grip (Hubbell part # 02201037 or equiv.)
	3M 4460-D shield connector
	BNC connector (West Penn Wire # CN-BM73-2 or equiv.)
	BNC connector (West Penn Wire # CN-BM73-5 or equiv.)
	RJ-11 jack (Suttle # 625A2-4-50)
	RJ-45 jack (Suttle # 625A28NK50)
	Tripp-Lite Power Strip (Model #PDU1215)
	RJ-11 telephone cord (comes with Modem)
	3' Category 5 straight patchcord
	5/16-18x1 1/2" bolt
	5/16x1 1/4" fender washer
	5/16 K-Lock nut
	3/32 Stainless Steel Safety Cable (length determined at installation)
	splicing sleeves for safety cable
	Hubbell HBL5965VY plug for camera cable
	<b>Following items may be needed if repeater stations are required</b>
	Tripp-Lite Power Strip (Model #PDU1215)
ML 624	Actelis Network ML 624, Supports 4 pairs, 4x10/100 Ethernet ports,
ML688	Actelis Network Copper Add-Drop Multiplexer (CADM) 4x10/100M copper Ethernet ports and a 100Base-FX optical (or DS3/E3) SFP* port ML688 8



**EQUIPMENT INVENTORY LIST**

**(4 PAGES)**



FY-2008 TRAFFIC SIGNAL MAINTENANCE CONTRACT SPECIFICATIONS  
SECTION 12

TRAFFIC SIGNAL MAINTENANCE INVENTORY LIST

ITEM DESCRIPTION
Accessible Pedestrian Signal (APS)
Adapter Plate, Steel
Anchor Bolt, 1"
Astro-Bracket, 12" Conventional Traffic Signal Head
Astro-Bracket, 12" 3M Optically Programmed Signal Head
Back-plate, 12" Conventional Traffic Signal Head
Back-plate, 12" 3M Optical Programmed Signal Head
Base, Clam Shell, Steel (DELETE, NO LONGER IN USE)
Base, Transformer, Steel
Base, Adapter, Type 336-S
Base, Cast Iron, #17
Batteries, Model 412C/F PROM Module
Bolt, Foundation Base 1" x 40" (4 PER PACK)
Bolt, Mast Arms (ALL THREAD, 4 PER PACK)
Bolt, Hex Steel, 1" x 3"
Bolt, Steel All-Thread, 1/2" x 3" W/WASHER NUTS
Bolt, Steel All Thread, 1/2" x 4"
Bolt, Steel All Thread, 1/2" x 6"
Buckle, S/S 1/4"
Bracket, Cluster Conventional Traffic Signal Heads
Cable, #18 AWG 4-Conductor Shielded, Stranded W/DRAIN WIRE
Cable, Communication, 12-Pair #19 AWG REA, PE-22 (Overhead)
Cable, Communication, 12-Pair #19 AWG REA, PE-39 (Underground)
Cable, Communication, 25-Pair #19 AWG REA, PE-22 (Overhead)
Cable, Communication, 25-Pair #19 AWG REA, PE-39 (Underground)
Cable, Communication, 50-Pair #19 AWG REA, PE-22 (Overhead)
Cable, Communication, 50-Pair #19 AWG REA, PE-39 (Underground)
Cable, Communication, 100-Pair #19 AWG REA, PE-22 (Overhead)
Cable, Communication, 100-Pair #19 AWG REA, PE-39 (Underground)
Cable, No. 6, Ground
Cable, No. 8, Ground
Cable, No. 10, Ground
Cable, IC 14 AWG Solid Loop Detector
Cable, Messenger, Guy Stranded 1/4"
Cable, Traffic, 7-Conductor #14 AWG IMSA Stranded
Cabinet, Meter for School Flasher
Cap, Closure 1 1/2"
Clock, Solid State Time for School flasher
Clamp, Steel Strap-on 1 1/2" (D-040)
Clamp, Wood Pole 1 1/2"
Clip, Steel Base (4 PER PKG GALV HDWE)

FY-2008 TRAFFIC SIGNAL MAINTENANCE CONTRACT SPECIFICATIONS

**TRAFFIC SIGNAL MAINTENANCE INVENTORY LIST**

ITEM DESCRIPTION
Conduit, PVC (PER 100')
Conduit, Rigid (1 1/2 X 10 FT, GALV)
Conduit, PVC 12"
Controller, Type 170E Complete W/336-S Controller Cabinet
Conflict Monitor Unit, Model 218 Enhanced (A210P or 225)
Controller Unit, Type 170E
Model 200 Switch Pack (Load Switch)
Model 204 Flasher Unit
Model 400 Modem set for 1200 Baud (TYPE F)
Model 222 Two-Channel Loop Detector
Model 336-S Cabinet with Adapter Base
Model 332 Cabinet
Model 242 Two-Channel DC Isolator
Model 336-S Cabinet Adapter Base (DC)
Input File for Model 336-S Cabinet
Power Distribution Assembly (PDA#2 with Circuit Breaker Option
Output File with Hard-wired Option for Type 336-S Cabinet
336S and 336SS Cabinet Communication Assembly
Model 430 Heavy Duty Relay
Isolation Relay, 115V AC
Logic Relay, 24V DC
EDCO Surge Protector
EPROM, Type 27256-A
Door, Steel T-Base (Galvanized)
Ell, Steel 1 1/2" x 90 deg.
Ground Rods (5/8")
Ground Rod Clamps (5/8")
Hand box for Loop Detector Access
Hand box Cover
Key, Handbox
Lamp, 42 Watt, Fiber Optic Sign
Lamp, Seal Beam, 150 Watt, Optically Programmed Signal
Lamp, Seal Beam, 75 Watt, Optical Programmed Signal
LED Module, Red 12 " Vehicle Traffic Signal
LED Module, Yellow 12 " Vehicle Traffic Signal
LED Module, Green 12 " Vehicle Traffic Signal
LED Module, Red Arrow 12 " Vehicle Traffic Signal

FY-2008 TRAFFIC SIGNAL MAINTENANCE CONTRACT SPECIFICATIONS  
**TRAFFIC SIGNAL MAINTENANCE INVENTORY LIST**

ITEM DESCRIPTION
LED Module, Yellow Arrow 12 " Vehicle Traffic Signal
LED Module, Green Arrow 12 " Vehicle Traffic Signal
LED Module, Overlay Hand/Man 12 " Pedestrian Signal
LED Module, Countdown 12 " Pedestrian Signal
Lens, Optically Programmable
Lens, Plastic Traffic, 12"
Lock-nut, Electrical 1-1/2
Lock, Miscellaneous
Loop Detector Slot Sealant
Lug, Ground Copper
Manhole (load bearing) (Concrete)
Manhole (non-load bearing) (Concrete)
Manhole Cover
Mast Arm, Steel 8 FT W/Caps and Hardware
Mast Arm, Steel 10 FT W/caps and Hardware
Message Sign Program
Microwave Vehicle Detectors (TC-20 & TC-30)
Nipple, Steel 1-1/2" x 6"
Nipple, Steel 1-1/2" x 8"
Nipple, Steel 1-1/2" x 10"
Nipple, Steel 1-1/2" x 12"
Nipple, Steel 1-1/2" x 14"
Nipple, Steel 1-1/2" x 24"
Nipple, Steel 1-1/2" x 36"
Nipple, Steel 1-1/2" x 48"
Nipple, Steel Close 1-1/2" x 1 3/4"
Nipple, Steel Extension 1-1/2"
Nut, Steel Hex, 1"
Pedestrian Signal, 2-Section 12"
Pedestrian Signal, 2-Section 12", Optically Programmable
Post, Bollard for Traffic Signal Poles
Post Mounted Cabinet, Metal
Post, Cast Iron, 16'
Post, Cast Iron, 18'
Post, Steel, 16' (NO LONGER USED)
Post, Steel, 18' (NO LONGER USED)
Post, Steel, 20"
Post, Steel, 25"
Post, Steel, 28' 6"
Post, Twin 20
Post, Wood Creosote Glass #4, 30 FT - 35 FT
Post, Temporary, Traffic Signal (15 FT & 20 FT)

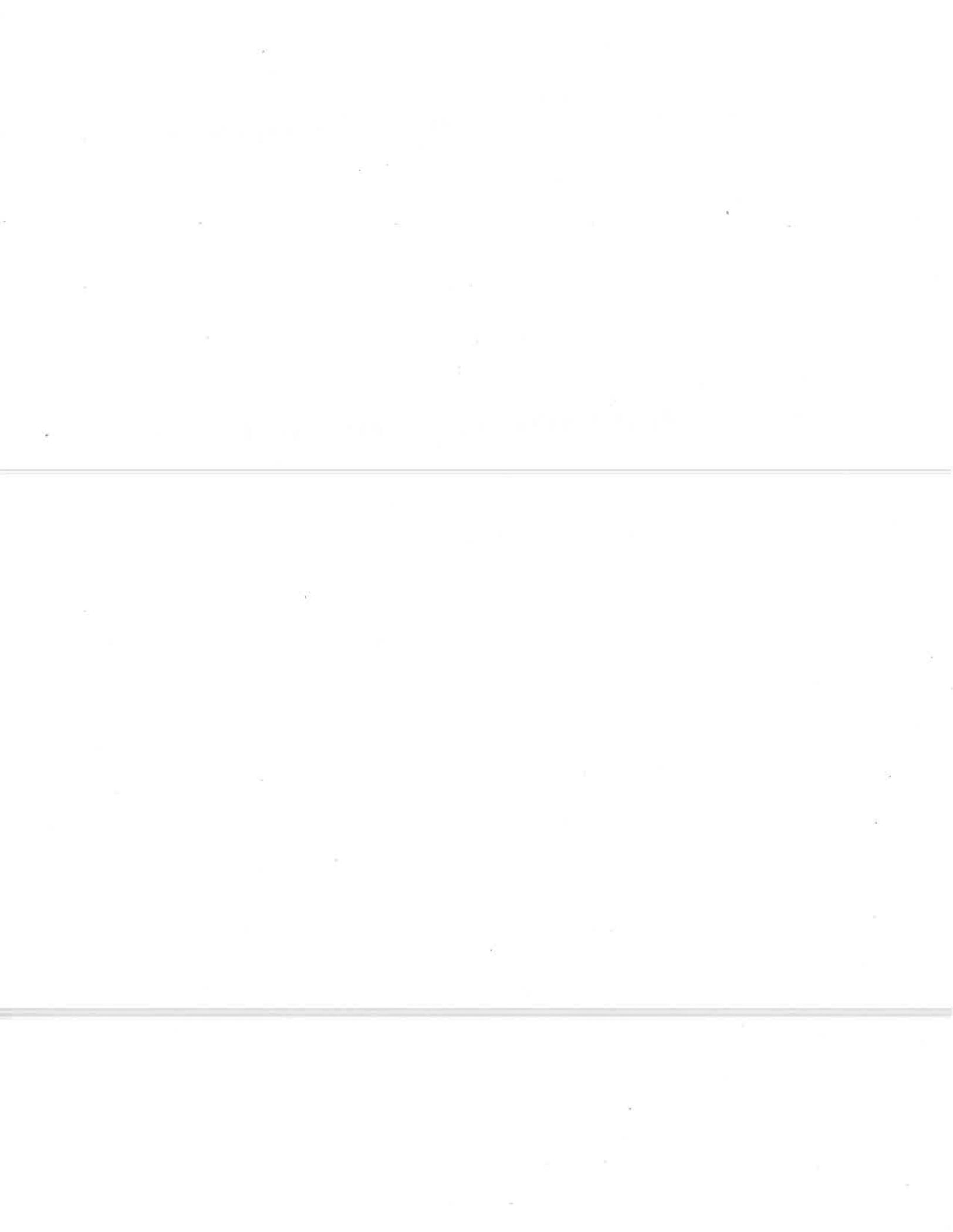
FY-2008 TRAFFIC SIGNAL MAINTENANCE CONTRACT SPECIFICATIONS

**TRAFFIC SIGNAL MAINTENANCE INVENTORY LIST**

ITEM DESCRIPTION
Push Button, Pedestrian
Rack, Aluminum EIA, Type 336-S Cabinet
Reducing Bushing, 1-1/2" to 2"
Riser, Wood Pole
Shim, Steel, Steel Base (GALV. HDWR 4 PER PKG)
Sign, Electronic Driver Feedback, 24" X 30"
Sign, Electronic Driver Feedback, 36" X 48"
Sign, Electronic RADAR Feedback
Sign, Electronic, LED Lane Control 18"X24"
Sign, Electronic, LED Lane Control 30"X30"
Sign, Electronic, LED Lane Control 36"36"
Sign, Electronic, Fiber Optic Lane Control
Standard, Push Button Pedestrian
Strapping, S/S 3/4" 100', 0.03 GA
Tee, Steel Serrated 1-1/2"
Tek Screw, Steel Slotted Head (1")
Tether Bracket, and Clamps
Traffic Signal, 12" 3-Section
Traffic Signal, 12" 4-Section
Traffic Signal, 12" 5-Section
Traffic Signal, 12" 3-Section Optically Programmable
Traffic Signal, 12" 4-Section Optically Programmable
Traffic Signal, 12" 5-Section Optically Programmable
Visor, Cut-Way, 12"
Visor, Tunnel Signal 12"

**SAMPLE MAINTENANCE DOCUMENTS**

( 6 PAGES)







d.

TRAFFIC SIGNAL MAINTENANCE BRANCH  
EMPLOYEE WORK REPORT

PLACE CHECK IN BOX WHERE INDICATED

DATE:	EMPLOYEE NO:	WEATHER CONDITIONS:
VEHICLE NO:	NATURE OF WORK:	
JOB NO:	LOCATION OF EQUIPMENT:	
ACISA #:	INTERSECTION:	
SECTION:	OTHER LOCATION:	
Time Received:	Time Arrived:	Time Completed:
From Whom:	Type of Equipment:	Type of Controller:

Type of Trouble:	<input type="checkbox"/> All Out	<input type="checkbox"/> Timing/Coord.	<input type="checkbox"/> Knockdown Equipment
	<input type="checkbox"/> Stuck	<input type="checkbox"/> Malfunctioning	<input type="checkbox"/> Damaged Controller
	<input type="checkbox"/> Flashing	<input type="checkbox"/> School Flasher	<input type="checkbox"/> Assist Contractor
	<input type="checkbox"/> Conflicting Signals	<input type="checkbox"/> Warning Beacon	<input type="checkbox"/> Assist M.C. Dean
	<input type="checkbox"/> Traffic Cable	<input type="checkbox"/> Electronic Sign	<input type="checkbox"/> Assist PEPCO
	<input type="checkbox"/> Comm Cable	<input type="checkbox"/> PM Inspection	<input type="checkbox"/> Assist Other

Signal Operation on Arrival:	<input type="checkbox"/> Operating on Colors
	<input type="checkbox"/> All Out
<input type="checkbox"/> Stuck	
<input type="checkbox"/> Flashing	
<input type="checkbox"/> Conflicting Traffic Signals	
<input type="checkbox"/> Red Out <input type="checkbox"/> Yellow Out <input type="checkbox"/> Green Out <input type="checkbox"/> Arrow Out <input type="checkbox"/> Other:	

Action Taken:	
<input type="checkbox"/> Completed Repairs	<input type="checkbox"/> Temporary Repairs Made
<input type="checkbox"/> Repairs Incomplete	<input type="checkbox"/> No Trouble Found
<input type="checkbox"/> M.C. Dean Referral	<input type="checkbox"/> Other: (Please comment below)
<input type="checkbox"/> PEPCO Referral	<input type="checkbox"/> TSMB Referral
<input type="checkbox"/> TSOB Referral	<input type="checkbox"/> TSCB Referral
<input type="checkbox"/> TOC Referral	<input type="checkbox"/> TSDB Referral

Signal Operation on Departure:	<input type="checkbox"/> Left on colors and operating.
	<input type="checkbox"/> Left Signals all out
	<input type="checkbox"/> Left Signals on flash operation

EQUIPMENT AND CONTROLLER ANALYSIS SECTION

Equipment Used/Installed/Repaired:	Equipment Serial No:
1070/170E Controller:	REMOVED:
Conflict Monitor Unit:	INSTALLED:
336S Controller Cabinet:	Equipment Repaired:
Loop Detector Amplifier:	Equipment Repaired:
Microwave Detector:	Equipment Repaired:
Model 1070/170E/336S Cabinet Data:	VOLTAGE READING(S):
Operating Mode:	ACV:      DCV:
Conflicting CMU Channels:	
Controller Display Reading:	
Conflict Monitor Display Reading:	
Power:	

ENTER YOUR COMMENTS ON BACK (PAGE 2)



d.

TRAFFIC SIGNAL MAINTENANCE BRANCH  
EMPLOYEE WORK REPORT

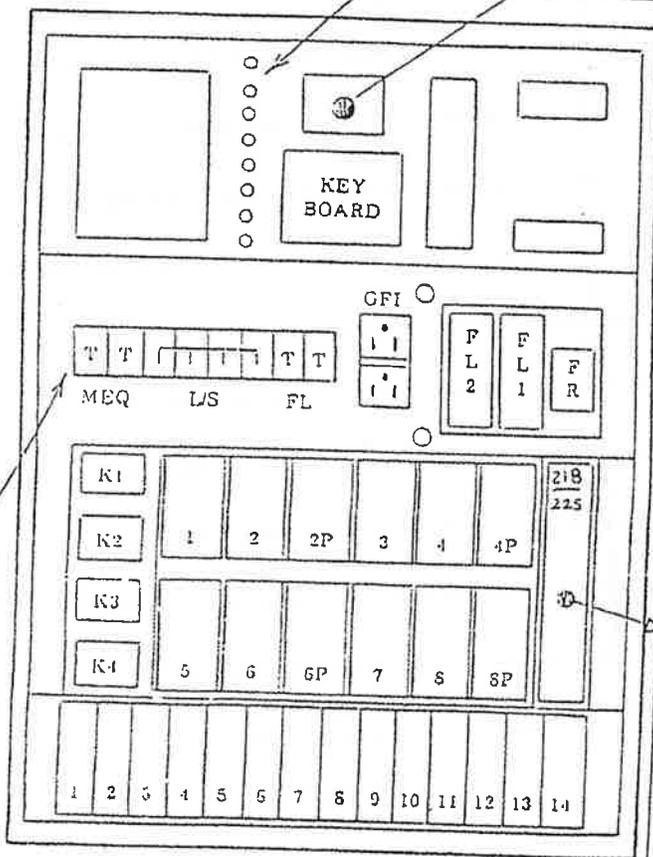
Comments/Remarks:

Blank lines for handwritten comments and remarks.

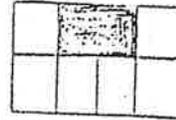
NOTE 1  
"X" OUT CAD'S IF STOP TIME

NOTE 2  
IF STOP TIME: FILL IN DISPLAY DATA

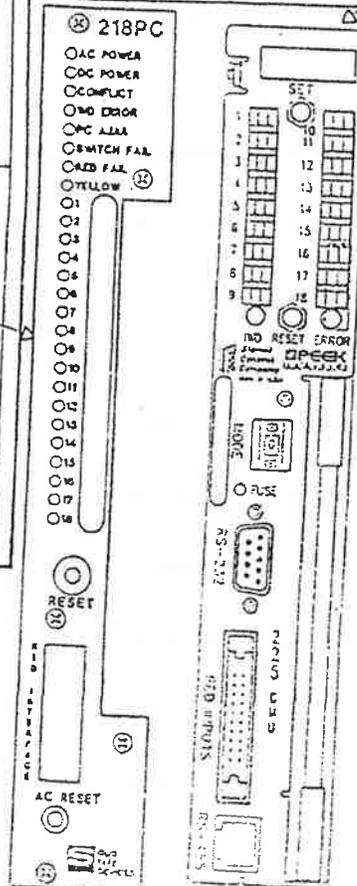
NOTE 4  
"X" OUT TRIPPED CIRCUIT BREAKER



FUNCTION  
PHASE INTERVAL



NOTE 3  
IF IN CONFLICT  
"X" OUT ACTIVE CHANNELS



NOTE 5  
SHOW CONDITIONS AT "INPUT" AN "OUTPUT"  
FILES IF CONTROLLER IS IN STOP TIME MODE.  
EXAMPLE: LS ACTIVE "LED" RED, GRN, YEL & ETC.  
INPUT FILE UPPER OR LOWER "LED".



DEPARTMENT OF PUBLIC WORKS  
TRAFFIC SIGNAL MAINTENANCE BRANCH  
PREVENTIVE MAINTENANCE RECORD

DATE: \_\_\_\_\_ EMPLOYEE NO: \_\_\_\_\_ VEHICLE NO: \_\_\_\_\_ WEATHER COND. \_\_\_\_\_  
NATURE OF WORK: \_\_\_\_\_ PREVENTIVE MAINTENANCE. \_\_\_\_\_ FOLLOW-UP MAINTENANCE.  
ISNUM: \_\_\_\_\_ LOCATION: \_\_\_\_\_ JOB NO: 762  
TIME ATTENDED: \_\_\_\_\_ . TIME COMPLETED: \_\_\_\_\_  
SIGNAL OPERATION UPON ARRIVAL: \_\_\_\_\_  
TIME SIGNALS PUT ON FLASH: \_\_\_\_\_ 3A NOTIFIED: \_\_\_\_\_ YES \_\_\_\_\_ NO  
TIME SIGNALS RETURNED TO COLORS: \_\_\_\_\_ 3A NOTIFIED: \_\_\_\_\_ YES \_\_\_\_\_ NO  
COMMENTS: \_\_\_\_\_

CHECK LIST

FIXED TIMED: \_\_\_\_\_ ACTUATED: \_\_\_\_\_  
MASTER: \_\_\_\_\_ SUBUNIT: \_\_\_\_\_

CABINET (PER UNIT):

- . CHECK CABINET FOR DAMAGE AND SECURITY: \_\_\_\_\_
- . LUBRICATE HINGES AND LOCK; CLEAN LOCK MECHANISM IF NECESSARY: \_\_\_\_\_
- . CHECK FILTERS AND REPLACE IF NECESSARY: \_\_\_\_\_
- . CHECK FOR MOISTURE/WATER ACCUMULATION AND DUCT SEALING: \_\_\_\_\_
- . CHECK GROUND ROD CLAMP: \_\_\_\_\_
- . CHECK FOR PROPER GROUNDING OF CABINET: \_\_\_\_\_
- . CHECK OPERATION OF FAN AND CORRECT SETTING (100 DEG. F): \_\_\_\_\_
- . CHECK RADIO INTERFERENCE FILTER IN PDA: \_\_\_\_\_
- . CHECK CIRCUIT BREAKERS: \_\_\_\_\_
- . CHECK GROUND FAULT RECEPTACLE: \_\_\_\_\_
- . CHECK DOOR SWITCHES FOR CORROSION AND ABSENCE OF COBWEBS, ETC: \_\_\_\_\_
- . MEASURE VOLTAGE AT SERVICE INPUTS IN CABINET: \_\_\_\_\_
- . CHECK CONDITION OF POWER LINE SURGE PROTECTORS AND SECURITY: \_\_\_\_\_
- . CHECK AND RECORD CURRENT BEING DRAWN: \_\_\_\_\_ TOTAL CURRENT DRAWN: \_\_\_\_\_

SIGNAL HEADS (PER UNIT):

- . CHECK ALL SIGNAL HEADS AND REFER DISCREPENCIES TO 3A FOR PEPCO: \_\_\_\_\_
  - . CHECK FOR LAMP OUTAGES: \_\_\_\_\_
  - . CHECK FOR ALIGNMENT: \_\_\_\_\_
  - . CHECK FOR BENT OR MISSING HOODS: \_\_\_\_\_
  - . CHECK FOR DAMAGED LENSES AND REFLECTORS: \_\_\_\_\_

PUSH BUTTONS (PER UNIT):

- . CHECK AND ACTUATE PUSH BUTTONS AND VERIFY PED OPERATION: \_\_\_\_\_
- . CHECK PUSH BUTTON SIGNS: \_\_\_\_\_
- . CHECK PUSH BUTTON SIGN ALIGNMENT: \_\_\_\_\_

DETECTORS (PER APPROACH):

SENSORS:

- . VISUALLY INSPECT LOOP DETECTORS SAW CUT FOR EXPOSED WIRES, CRACKS, POTHoles, ECT.: \_\_\_\_\_
- . CHECK ALLIGNMENT OF MICROWAVE DETECTORS: \_\_\_\_\_ ; VERIFY CALL INPUT PER CONTROLLER PHASES: \_\_\_\_\_

AMPLIFIER:

- . CHECK IF DETECTOR IS DETECTING VEHICLES: \_\_\_\_\_
- . TUNE IF NECESSARY: \_\_\_\_\_
- . CHECK THE CONNECTORS FOR SECURITY: \_\_\_\_\_

CHECK LIST (CONT'D)

MICROPROCESSOR-BASED CONTROLLED EQUIPMENT:

GENERAL:

- . CHECK INTERSECTION RECORDS FOR CORRECT DOCUMENTATION: \_\_\_\_\_
- . CHECK IF CONTROLLER OPERATES IN THE MODE SELECTED BY CENTRAL: \_\_\_\_\_
- . DISCONNECT FROM CENTRAL AND CHECK BACKUP (TBC) OPERATION: \_\_\_\_\_
- . CHECK IF ALL INDICATION LAMPS ON THE MODULES ARE WORKING: \_\_\_\_\_
- . CHECK FOR EXTENSION BY DETECTOR ACTUATION: \_\_\_\_\_
- . CHECK IF PRINTED CIRCUIT BOARDS ARE TIGHT AND SECURE: \_\_\_\_\_
- . CHECK IF CONNECTORS ARE TIGHT AND SECURE: \_\_\_\_\_
- . CLEAN DUST OFF CONTROLLER, DETECTORS AND AUXILIARY EQUIPMENT: \_\_\_\_\_

CONFLICT MONITOR:

- . RUN SELF TEST ON CONFLICT MONITOR
- . REMOVE MONITOR AND CHECK FOR CORROSION
- . SPRAY EDGE CONNECTORS WITH CORROSION PREVENTIVE CLEANER
- . CLEAN AND SPRAY FRONT AND REAR OF CMU MOTHER BOARD WITH CLEANER

LOAD SWITCHES:

- . CHECK IF LOAD SWITCHES ARE FITTING TIGHT AND SECURE IN SOCKETS: \_\_\_\_\_
- . CHECK IF LEDS ARE LIGHTING IN PROPER SEQUENCE: \_\_\_\_\_

RELAYS

- . CHECK FLASH RELAYS FOR PROPER OPERATION AND SECURITY: \_\_\_\_\_
- . CHECK IR RELAY FOR PROPER OPERATION AND SECURITY: \_\_\_\_\_
- . CHECK LR RELAY FOR PROPER OPERATION AND SECURITY: \_\_\_\_\_

FLASHERS:

- . CHECK FLASHER FOR SECURITY: \_\_\_\_\_
- . CHECK ON/OFF RATIO AND FLASH RATE: \_\_\_\_\_

OUTPUT FILE:

- . CHECK ALL TERMINAL CONNECTIONS FOR DISCOLORATION AND TIGHTNESS: \_\_\_\_\_
- . CHECK MOTHER BOARD FOR CORROSION, LOOSE CONNECTIONS AND BURNT RUNS. AND CLEAN AS NECESSARY WITH CORROSION PREVENTIVE CLEANER: \_\_\_\_\_

COMMUNICATIONS PANEL:

- . CLEAN DIRT AND DUST FROM COMM PANEL: \_\_\_\_\_
- . CHECK EDCO CONNECTORS AND JUMPERS FOR TIGHTNESS AND SECURITY: \_\_\_\_\_
- . CHECK COMM CABLE FOR TIGHTNESS AND SECURITY: \_\_\_\_\_

MISCELLANEOUS:

- . CHECK ALL CABLES FOR LABELLING AND PROPER DRESSING: \_\_\_\_\_

NOTE: ENSURE INTERSECTION IS RETURNED TO SCHEDULED OPERATION: \_\_\_\_\_

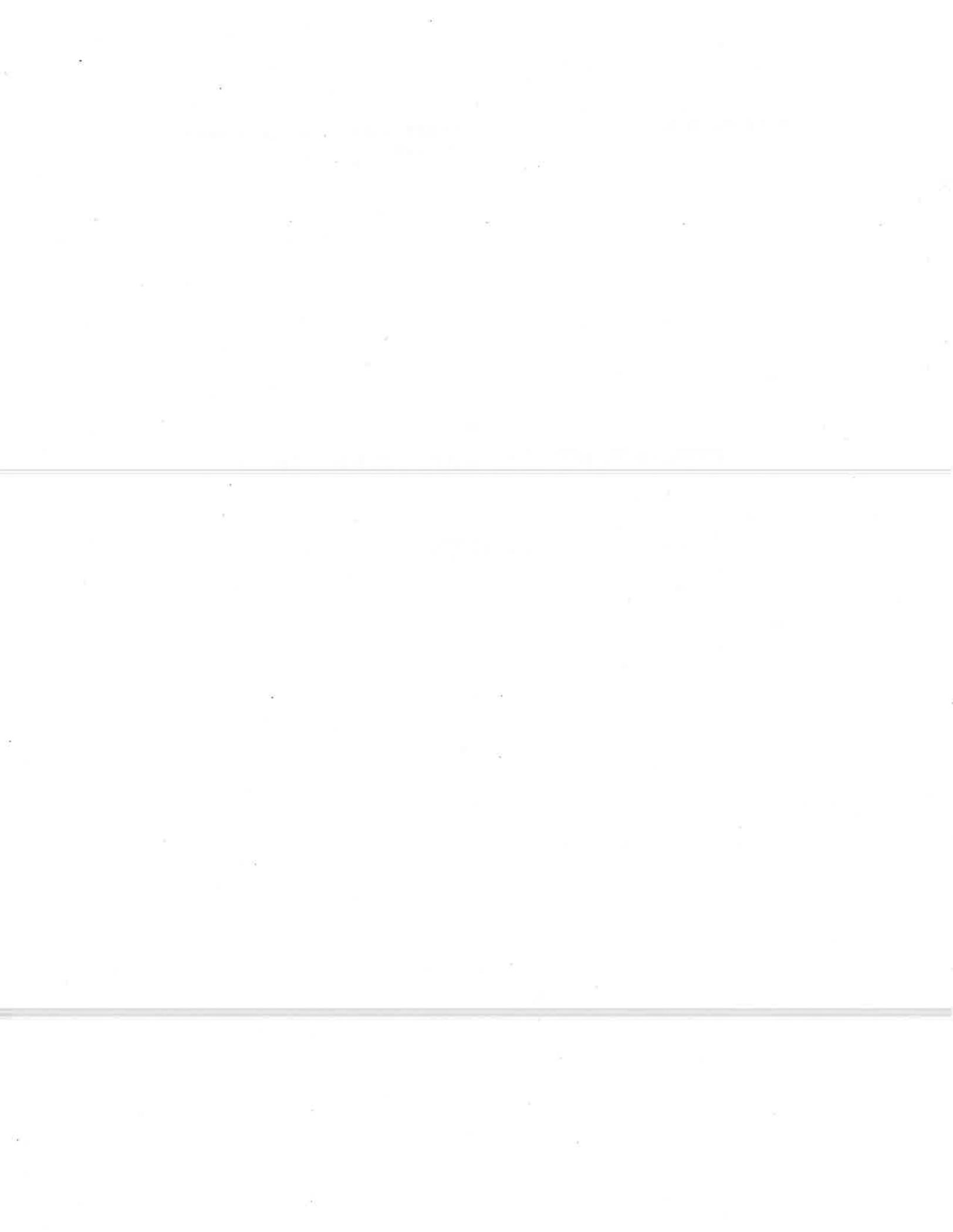
END OF CHECK LIST.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOLLOW-UP WORK REQUIRED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PEPCO DEREGULATION AGREEMENT**

(2 PAGES)



**TRAFFIC SIGNAL DEREGULATION AGREEMENT  
BETWEEN  
THE POTOMAC ELECTRIC POWER COMPANY  
AND  
THE DISTRICT OF COLUMBIA GOVERNMENT**

The following are excerpts from the Traffic Signal Service Deregulation Agreement pertaining to ownership and areas of responsibility. This agreement became effective on October 1, 1994.

**DISTRICT OF COLUMBIA OWNERSHIP/RESPONSIBILITIES**

1. The District accepts responsibility for the design, installation and maintenance of the traffic signal system.
2. The District accepts owner's of and responsibility for the design, installation and maintenance of service conduit, foundations and conduit interconnecting traffic signal units and associated controlling devices. This conduit extends:
  - a. From a District traffic signal controlling device to the first PEPCO manhole/pole; or
  - b. From a District traffic signal post to the first PEPCO manhole/pole; or
  - c. Between two traffic signal devices where there are no manholes or poles between them; or
  - d. Upon wooden poles to traffic devices including junction boxes.

**PEPCO OWNERSHIP/RESPONSIBILITIES**

1. PEPCO agrees to repair or replace for ten (10) years from the effective date of this agreement, all conduit described in Section B above and bear the associated repaving/resurfacing costs provided that such conduit has been constructed to PEPCO standards, unless identified as damaged by others.
2. PEPCO will assume ownership of used and useful conduit between manholes paid for by the District.
3. PEPCO agrees to provide the District access to and space in conduit between manholes if space is available. If space is not available, PEPCO shall build conduit between manholes at PEPCO's cost.
4. PEPCO agrees to provide the District pole access. The District will bear the costs of any pole replacements or rearrangements initiated by the District.
5. PEPCO accepts ownership of service cable

6. PEPCO will provide the District for use in reading 35 mm cards on a High Speed Plan Paper Reader Printer.

PEPCO agrees to make one set of 35 mm cards showing plats of all signalized intersections available at no cost to the District. In the future, PEPCO will make either cards or the actual plats available to the District at the District option at the cost prevailing at the time. Present costs are \$322.00 for the plats.

7. **In the event of a fire, the District will restore its facilities at its own cost unless it is proven that the fire was caused by PEPCO's gross negligence.**

**POTOMAC ELECTRIC POWER COMPANY**

1900 PENNSYLVANIA AVE., N. W.

WASHINGTON, D. C. 20008

ROBERT C. GRANTLEY  
GROUP VICE PRESIDENT  
CUSTOMERS & COMMUNITY RELATIONS

(202) 878-8178  
FAX (202) 331-6388

July 27, 1994

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CORPORATION COUNSEL'S OFFICE  
TRADE REGULATION SECTION

HAND-DELIVERED

Ms. Betty Hager Francis  
Director, Department of Public Works  
Government of the District of Columbia  
2000 14th Street, N.W.  
6th Floor  
Washington, D.C. 20009

Re: Traffic Signal Service Deregulation Agreement  
Between The District of Columbia Government  
and Potomac Electric Power Company

Dear Ms. Francis:

This letter memorializes the agreement reached between the District of Columbia Government ("the District") and Potomac Electric Power Company (PEPCO or "the Company") regarding deregulation of the District of Columbia traffic signal system. The District and PEPCO shall be referred to collectively herein as "the parties." This letter constitutes the entire agreement between the parties and supersedes all prior agreements between the parties regarding deregulation of the traffic signal system. This letter shall be referred to and known as the "Traffic Signal Deregulation Agreement Between The District of Columbia Government and Potomac Electric Power Company" (hereinafter "the Agreement").

A. EFFECTIVENESS OF AGREEMENT

The parties shall file a Joint Application for Approval of Deregulation of Traffic Signal Service (hereinafter "the Joint Application") with the Public Service Commission of the District of Columbia (Commission) as soon as practicable after final execution of this Agreement. This Agreement shall be filed with and incorporated into the Joint Application.

The Joint Application shall request that the Commission approve deregulation of the District of Columbia traffic signal service effective October 1, 1994. This Agreement shall become effective on October 1, 1994, or if Commission approval occurs after October 1, 1994, on the date upon which Commission approval is granted.



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B. DISTRICT OF COLUMBIA OWNERSHIP/RESPONSIBILITIES

1. The District accepts responsibility for the design, installation and maintenance of the traffic signal system.
2. The District accepts ownership of, and responsibility for, the design, installation and maintenance of service conduit, foundations, and conduit interconnecting traffic signal units and associated controlling devices. This conduit extends:
  - (a) From a District traffic signal controlling device to the first PEPCO manhole/pole; or
  - (b) From a District traffic signal post to the first PEPCO manhole/pole; or
  - (c) Between two traffic signal devices where there are no manholes or poles between them; or
  - (d) Up wooden poles to traffic devices including junction boxes.

C. PEPCO OWNERSHIP/RESPONSIBILITIES

1. PEPCO agrees to repair or replace, for ten (10) years from the effective date of this Agreement, all conduit described in Section B, above, and bear the associated repaving/resurfacing costs provided that such conduit has been constructed to PEPCO standards, unless identified as damaged by others.
2. PEPCO will assume ownership of used and useful conduit between manholes paid for by the District.
3. PEPCO agrees to provide the District access to, and space in, conduit between manholes if space is available. If space is not available, PEPCO shall build conduit between manholes at PEPCO's cost, including repaving/resurfacing costs.
4. PEPCO agrees to provide the District pole access. The District will bear the costs of any pole replacements or rearrangements initiated by the District.
5. PEPCO accepts ownership of service cable.

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6. PEPCO will provide to the District for use in reading 35 mm. cards a High Speed Plain Paper Reader Printer.

PEPCO agrees to make one set of 35 mm. cards showing plats of all signalized intersections available at no cost to the District. In the future, PEPCO will make either cards or the actual plats available to the District, at the District's option, at the cost prevailing at the time. Present costs are \$235.00 for the cards and \$322.00 for the plats.

7. In the event of a fire, the District will restore its facilities, at its own cost, unless it is proven that the fire was caused by PEPCO's gross negligence.

D. FINANCIAL AGREEMENT

1. The parties shall attend a closing thirty (30) days following the effective date of this Agreement. Payment shall be exchanged at said closing in accordance with the payment terms outlined below.

2. PEPCO shall provide a total credit to the District of \$4,679,505.00, which sum is a compromise reflecting a valuation of: (a) the used and useful conduit between manholes previously paid for by the District; and (b) the costs incurred by the District in providing duct space for installation of the TSCAC system.

PURCHASE PRICE	\$4,679,505.00
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3. PEPCO shall deduct from the purchase price the following amounts due and owing to PEPCO by the District:

a. Outstanding PEPCO Invoices (due on bills rendered prior to May 1994)	\$1,079,550.00
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b. Card Reader/Copier	\$ 22,550.00
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TOTAL DEDUCTIONS	\$1,102,100.00
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NET AMOUNT TO THE DISTRICT	\$3,577,405.00
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4. The District shall pay PEPCO at closing all amounts due and owing for work completed and invoiced by PEPCO prior to the closing date.

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5. The District shall pay PEPCO all other amounts due and owing for work completed, including amounts owed for engineering work completed by PEPCO on jobs to be constructed by the District, and amounts owed for jobs partially completed prior to October 1, 1994, within thirty (30) days of the date of the post-deregulation invoices.
- E. TRANSITION ISSUES
  1. The parties shall establish a working group to provide policies and procedures for the following:
    - a. coordination of the transfer of engineering work in progress and the transfer or completion of construction work in progress at 0001 hours on October 1, 1994;
    - b. coordination of access by District and contractor employees into PEPCO's manholes;
    - c. delineation of the work that District and/or contractor employees will be permitted to perform in PEPCO-owned manholes and on PEPCO's poles;
    - d. review and approval of the use of PEPCO duct space;
    - e. transfer of traffic signal equipment to new poles following replacement of existing poles;
    - f. coordination of work required for repair of knockdowns (it is understood by the District that as of 0001 hours on October 1, 1994, PEPCO shall have no responsibility for responding to any knockdowns whether or not on an emergency basis); and
    - g. any other post-deregulation coordination issues identified by the working group.
  6. The parties agree to identify working group members no later than August 15, 1994. Said working group shall meet as necessary and shall prepare a memorandum of understanding for execution at the settlement referenced in Section E(1), above.

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### F. POST-DEREGULATION

1. The District agrees to assume sole responsibility for receiving and responding to traffic signal complaints at 0001 hours on October 1, 1994. PEPCO shall cease receiving traffic signal complaints at 0001 hours on October 1, 1994.
2. The District shall notify PEPCO, in writing, of the installation of new traffic lights and changes to existing lights so that PEPCO can initiate billing for energy consumption. Such written notification shall be provided on a quarterly basis.
3. The parties acknowledge that, post-deregulation, District employees, and/or employees of District contractors or their subcontractors, will need to do work in, on, or involving PEPCO owned manholes, and on or involving PEPCO-owned poles, and overhead and underground lines. The District agrees that when it performs such work itself it will use only those employees having appropriate training to perform such work. The District further agrees that it will use only those contractors for such work who certify that they will use only appropriately trained personnel for that work, and who further agree that they will require the same certification from any subcontractors they may use. The District assumes responsibility for any negligence of its employees in the course of performing such work.
4. The District hereby agrees to require that its contractors and subcontractors, as a precondition for performing any work in, on, or involving PEPCO-owned manholes, and on or involving PEPCO-owned poles, and overhead and underground lines, carry Commercial/Comprehensive General Liability Insurance including PEPCO as an additional named insured. Such coverage shall include, without limitation: (a) personal injury coverage; (b) broad form property damage liability and coverage for damage to underground utilities. Explosion, collapse and underground exclusions must be deleted, if they exist. Such coverages shall include the following minimum limits of liability: (a) \$1,000,000 per occurrence for bodily injury and property damage with general annual aggregate limit of \$2,000,000; (b) no deductible or retention is to apply. The District furthermore agrees to provide evidence of such insurance to PEPCO.

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5. The District does hereby forever release and discharge PEPCO, its employees, officers, directors, subsidiaries, affiliates, successors and assigns, from any and all claims or causes of action that it has or may have for any loss, cost, or damage, however caused, arising out of the presence of the District, its employees, its contractors or subcontractors in or on, or their involvement with, PEPCO-owned manholes, or poles, overhead and underground lines, provided that such claims, causes of action, loss, cost or damage are not the result of gross negligence on the part of PEPCO or any of its subcontractors. For purposes of this release, gross negligence shall include, but not be limited to, violations of applicable laws and standards regarding the use, storage and disposal of hazardous materials. The District further agrees to require its contractors and subcontractors to execute a similar release, and provide same to PEPCO, as a precondition to such contractors and subcontractors performing any work in, on, or involving PEPCO-owned manholes, and on or involving PEPCO-owned poles, and overhead and underground lines.
6. To the best of its knowledge, PEPCO believes that its manholes, poles, overhead and underground lines and ancillary facilities which occupy the public space of the District of Columbia are maintained in conformity with applicable industry safety codes and standards and with applicable laws, regulations, and permits of the District of Columbia and of the United States.

This Agreement will be attached to, and incorporated into, the Joint Application for Approval of Deregulation of Traffic Signal Service to be filed with the Public Service Commission of the District of Columbia. Please sign this letter where indicated, and return the original to me, to evidence the District's assent to this Agreement.

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On behalf of PEPCO, I would like to take this opportunity to express the Company's willingness to work with the District to ensure a smooth transition of responsibility and to ensure continued cooperation and coordination beyond October 1, 1994. Please do not hesitate to call me if you have any questions.

Sincerely,



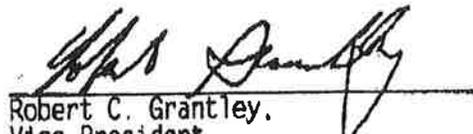
Robert C. Grantley

c: Mr. John M. Derrick, Jr.  
Doreen Thompson, Esq.  
Leslie Nelson, Esq.  
Mr. William Gausman  
Jack Strausman, Esq.

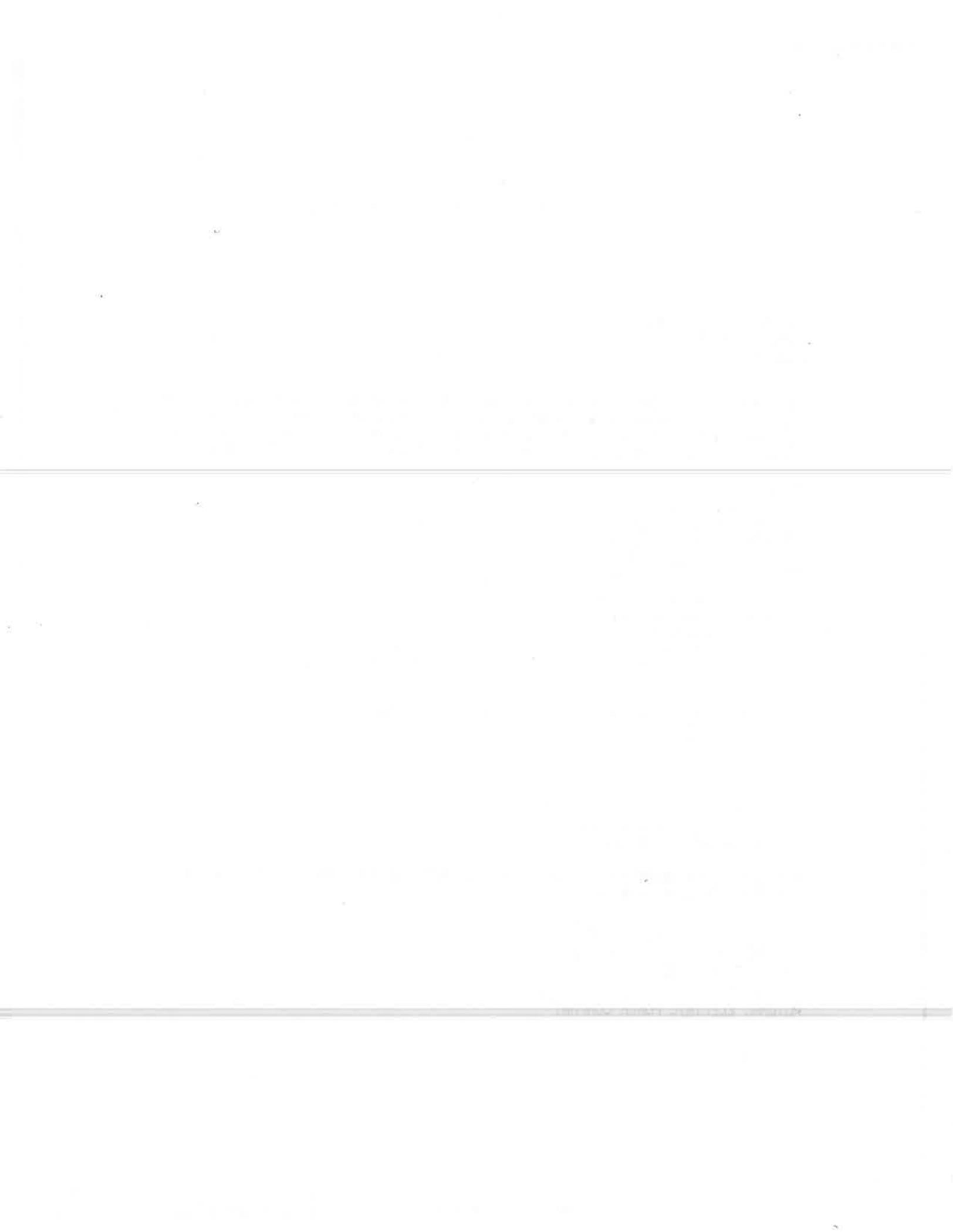
I HAVE READ THE ABOVE AND, ON BEHALF OF THE DISTRICT OF COLUMBIA, AGREE TO THE TERMS OUTLINED HEREIN.

Betty Hager Francis,  
Director, Department of Public Works  
Government of the District of Columbia

I HAVE READ THE ABOVE AND, ON BEHALF OF POTOMAC ELECTRIC POWER COMPANY, AGREE TO THE TERMS OUTLINED HEREIN.



Robert C. Grantley,  
Vice President  
POTOMAC ELECTRIC POWER COMPANY



*DCKA-2008-B-0067*

*FY 2008 Citywide Traffic Signal Maintenance  
Contract*

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**GENERATOR SYSTEM OPERATOR AND  
MAINTENANCE MANUAL**

(25 PAGES)

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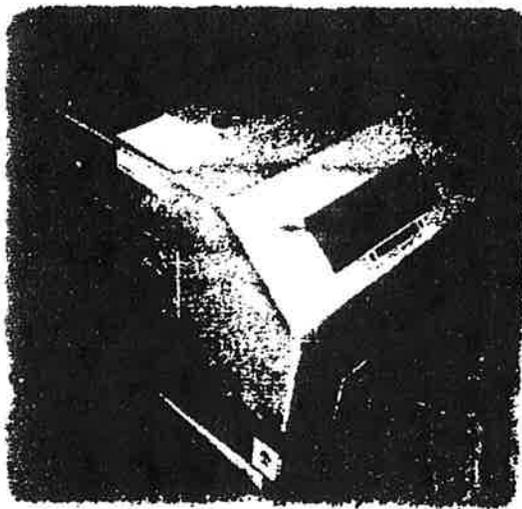
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**CUB-20**

**GENERATOR SYSTEM  
OPERATOR  
AND  
MAINTENANCE MANUAL**



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## INTRODUCTION

The PSI Acquisition, LLC CUB-20 (Commercial Utility Backup) Generator is designed for continuous duty in all Traffic Control Systems and industrial outdoor applications. The CUB-20 is mounted near the traffic cabinet and is usually bolted to the cabinet to prevent theft. The CUB-20 can supply the intersection with up to 23 Amps @ 120 VAC for 7 to 17 hours depending upon load.

The output voltage of the CUB-20 is a pure sine that is continuously regulated and filtered by an onboard inverter to compensate for changing loads. The inverter controls the frequency and voltage output. This allows the CUB-20 to be used in applications where sensitive electronic equipment needs to be powered. The enclosure for the CUB-20 protects the generator in all weather conditions. It is designed to be tamper resistant in addition to protecting the public from hazardous voltages, chemicals, and heat. The 0.125" aluminum shell can take a lot of abuse. Locking doors provide access to the interior of the Generator areas that require periodic maintenance or adjustment.

The CUB-20 can be controlled remotely with a small key FOB allowing the operator to turn the Generator on and off from as far away as 70 feet. This means the operator can control a CUB-20 from the convenience of his vehicle. The CUB-20 also provides a 3 color LED display on two sides of the Generator housing which gives an indication of the relative fuel level in the Generator gas tank. This display is visible in daylight lighting conditions for a distance of at least 50 feet. This allows the technician or maintenance personnel to just drive by the CUB-20 to ascertain whether the Generator needs to be refueled. The internal battery for starting is charged automatically when the generator is operating.

The cable connection to the Generator is inside the enclosure behind a locked door so it is not accessible to the general public. In a Traffic Cabinet application, the CUB-20 mounts directly to the cabinet with two carriage bolts protecting all connections from access by the general public. It is recommended that the Cabinet use an Automatic Transfer Switch (PSI # 336SS-1010 or 1020) to connect the CUB-20 to the Cabinet to guarantee that the Utility Power and the Generator power remain isolated.

The CUB-20 enclosure has lifting eyes so the unit can be moved easily with the aid of a small lift or two people with the included handles. Heavy-duty rubber ground pads prevent the CUB-20 from "walking" during operation. The enclosure can be provided in a choice of natural, anodized, powder coated, or anti-graffiti coatings. The engine is forced air-cooled to reduce the maintenance requirements.

### \*\*\*\*WARNINGS\*\*\*\*

- ❖ The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.
- ❖ This Generator is a potential source of electrical shock if misused. Use standard precautions that would be used with other equipment that produce high voltages. Whenever the Generator is operating there are hazardous voltages present on the power out connector.
- ❖ Avoid operating the CUB-20 in an enclosed area since the exhaust contains carbon monoxide and other hazardous gases. **Do Not inhale the exhaust gas!**
- ❖ The exhaust vents can become hot under extended operating conditions.
- ❖ Gasoline is highly flammable and explosive.
  - Wipe up spills immediately. Do not start the engine until spilled fuel is cleaned up. The vapors are extremely flammable.
  - Handle fuel outdoors only.
  - Stop engine when refueling and keep away from heat, sparks, and flames.
- ❖ Do not connect the CUB-20 directly to the Utility Power. Use a transfer switch to isolate the Generator from the Utility Power. Turn the Generator **OFF** before connecting or disconnecting the Power Connector.
- ❖ Do not operate the generator above the rated output for an extended period of time (2.8 kVA)