

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**DEPARTMENT OF  
TRANSPORTATION**

**INFRASTRUCTURE PROJECT MANAGEMENT  
ADMINISTRATION**



**SPECIFICATIONS**

**INVITATION NO. DCKA-2014-B-0019**

**PROJECT:**

**SHERIFF ROAD, N.E. SAFETY IMPROVEMENTS  
43<sup>RD</sup> PLACE TO 52<sup>ND</sup> STREET**

**Federal Aid Project No. STP-3304(015)**

Bids Will Be Publicly Opened By The Office Of Contracting and Procurement Bid Room  
located at 55 M Street SE 4<sup>th</sup> Floor, Washington, D.C. 20003

Bids Will Be Opened On \_\_\_\_\_ At 2:00 P.M.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION  
TITLE PAGE -- SPECIFICATIONS

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ISSUING OFFICE:  
District Department of Transportation  
Office of Contracting & Procurement  
55 M Street, SE  
Washington, DC 20003

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Requests for clarification or interpretation of Bid Documents prior to date of Bid Opening:

ADDRESS TO:       **Contracting Officer**  
                          **Department of Transportation**  
                          **Office of Contracting and Procurement,**  
                          **55 M Street, SE, 4<sup>th</sup> Floor,**  
                          **Washington, DC 20003.**

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Prospective Bidders

To bid this contract, detach the Bid Form package which is bound to the back of this book, fill out all forms along with Bid Guaranty as required, and submit it to the Issuing Office prior to the time of bid opening.

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EMPLOYEE TRAINING REQUIREMENTS

## **SPECIAL PROVISIONS**

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

**Invitation No.: DCKA-2014-B-0019**

**Safety Improvement of Sheriff Road, N.E,**

**From 43<sup>rd</sup> Place to 52<sup>nd</sup> Street**

This document consists of:

**SPECIFICATIONS:** Pages a, b and Pages 1 thru 16 and appendices (with the number of pages in parentheses listed on page c ).

**BID FORM AND PROPOSALS:** Pages a thru d, and pages 1 thru 16, including **PAY ITEM SCHEDULE**.

**CONTRACT PLANS:** Consisting of 47 sheets

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

This is a Federal-Aid Contract; Form FHWA 1273, **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION PROJECT PROVISIONS**, applies.

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

This document supplements and modifies **STANDARD CONTRACT PROVISIONS** and the District of Columbia Department of Transportation **STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009**.

Reference to Division Numbers, Section Numbers, refers to the **STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009**.

**IN PAY ITEM SCHEDULE**, the first three-digit portion of each pay item number refers to the section of the **STANDARD SPECIFICATIONS** in which the item is described. The **S.P.** number refers to the section of these **SPECIAL PROVISIONS** in which the item is further described.

## 1. SCOPE

Work under this contract consists of constructing safety improvements along Sheriff Road from 43<sup>rd</sup> Place to 52<sup>nd</sup> Street, NE. It also includes the rehabilitation/resurfacing of Sheriff Road and traffic calming along this corridor. The total length of the project is approximately 0.974 mile. Work shall be performed within existing right-of-way up to 50 feet maximum from the curb return on the side streets approaching Sheriff Road intersections. The extent of the rehabilitation work is as detailed in the Scope of Work, Special Provisions and on the Contract Plans.

The work includes, but is not limited to the following items:

1. Install pedestrian refuge medians.
2. Repair/Replace existing stone curbs or reset as directed by the Engineer.
3. Install new granite curbs as shown on plans.
4. Upgrade wheelchair ramps to meet ADA requirement.
5. Replace sidewalk sections as shown on plans and/or as directed by the engineer.
6. Reset manhole frames and covers within the project limit.
7. Develop, implement and monitor Traffic Maintenance for vehicular and pedestrian traffic, for the construction period.
8. Implement sediment and erosion control measures.
9. Remove existing signage and install new signage as shown on plans.
10. Pavement profiling (milling) to depth of two (2) inches and as directed by the Engineer
11. Repave pavement with Superpave Asphalt (9.5mm)
12. Repair existing pavement base, where required, and or as directed by the engineer.
13. Add shared bike lane markings and parking edge lines.
14. Install permanent pavement markings.
15. Place and compact topsoil, where required and as directed by the Engineer.

The Contractor shall be fully responsible for protection against damage to all the utilities within the project for the duration of the contract. The utilities include but are not limited to public and/or private water, sewer, electricity, gas, and communication lines. No separate measurement or payment will be made. Cost of this protection work shall be reflected and distributed among the contract pay items.

## 2. CONTRACT TYPE:

In accordance with Title 27 DCMR, Chapter 24, the contract type shall be a fixed-price.

**3. PRE-AWARD APPROVAL:**

Pursuant to Title XXII of the "Fiscal Year 2003 Budget Support Amendment Act of 2002", D.C. Law 14-307, effective June 5, 2003, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

**4. COORDINATION WITH OTHERS:**

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

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

**5. CONTRACTOR IDENTIFICATION:**

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

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

**6. PRE-BID CONFERENCE:**

Prospective bidders are invited to attend a meeting to discuss the proposed work under this contract. Bidders will be notified of the location, room number, date and time by Addendum.

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

**7. SHOP AND WORKING DRAWINGS:**

This Special Provision supplements 105.02 (B)(2). All Shop and Working drawings, materials certification, laboratory test reports and other required submittals shall be transmitted to DDOT office:

Dawit Muluneh, P.E.  
Program Manager, Wards 7 and 8  
Infrastructure Project Management Administration  
Department of Transportation  
55 M Street, SE, 4<sup>th</sup> Floor,  
Washington, DC 20003

8. **CONSTRUCTION COMPLETION TIME:**

This Special Provision supplements 108.06(A) & 108.06(B)

The Contractor shall start work on the date specified in a written Notice To Proceed issued by the Contracting Officer and shall be completed within **ONE HUNDRED AND TWENTY (120) CONSECUTIVE CALENDAR DAYS**, after specified starting date.

Because time is important in completing the contract work in this project, the payment provisions set forth in this project in the contract documents are supplemented by the following:

- 1) In developing the plan, the contractor shall consider time lost due to inclement weather and during the period between December 1 and April 1. The District will not consider any request for partial suspension or time extension for time lost due to inclement weather.
- 2) The Contractor must be aware that part of his/her work may include coordination with various Government agencies, contractors and utility companies. Delay by any outside sources will not constitute grounds for waiving of this Special Provision.

9. **CONSTRUCTION SURVEY:**

This Special Provisions replaces Section 108.11 of the Standard Specification.

Prior to starting and after the completion of any work, and during the progress of both concrete and asphalt operations, the Contractor shall make a detail inspection of buildings, structures, roadways, sidewalks, retaining walls, landscaping, and related surface improvement adjacent to and in the vicinity of the proposed work, wherever located. The Contractor shall include as part of inspection notes, measurements, and a video disc (CD) or any other approved method by the Engineer, with audio sound track, of all facilities. In the audio description of the inspection, the Contractor shall include the date, time, weather conditions, address/stationing/location, brief description of the facility with contract name and number, and description of physical conditions encountered

The Contractor shall make digital photos on certain aspect of this process and where the Contractor anticipates potential problems to impede the work progress.

Note: if the Contractor does not have a record of these problems and a problem arises later, the Contractor shall be held responsible for the necessary repairs (leaning/broken walls, leaks, running water, damage to driveways, concrete leads), for example.

The Contractor shall submit two copies of notes, measurements, videotapes, reports, and data to the Engineer, accompanied by a completed Department of Transportation standard transmittal form, as soon as these records are complete. Progress payment shall not be made until this requirement is met.

10. **FAILURE TO COMPLETE ON TIME**

Replace Section 108.07 of the Standard Specification with the following:

For each calendar day that contract work remains uncompleted after expiration of the specified construction completion time, or main part thereof, the sum of **Eight Hundred Dollars (\$800.00)** has been set by the Contracting Officer as liquidated damages from any money due the Contractor. The Contractor's operation after expiration of construction completion time as extended will in no way waive the District's rights under the contract.

**11. CONSTRUCTION SCHEDULING:**

This S.P. supplements 108.03

The Contractor shall submit for approval, construction schedule that covers the entire duration of the construction period, at least seven (7) calendar days prior to the start of construction. Thereafter, the contractor shall submit two (2) weeks look ahead of schedule to be review and approved by the engineer. CPM Scheduling shall be required, as described in 108.03(B), for this project. CPM computer software shall be Primavera or equivalent. A digital copy shall be provided along with each hand copy submittal.

The Contractor shall schedule his work so that the requirements of MAINTENANCE OF TRAFFIC are satisfied.

Scheduling shall include ordering of materials, preparation of shop and working drawings and all other work as indicated in the contract drawings and as directed by the Engineer.

To avoid excessive traffic delays, work shall not begin at any location until submittals have been approved and sufficient materials have been obtained.

**12. PUBLIC SAFETY AND CONVENIENCE:**

The Contractor shall take every measure necessary to ensure the protection of personnel and property. When in the opinion of the Engineer, construction operations constitute a hazard to traffic in any area, the Contractor may be required to suspend operations during certain hours to remove equipment from the roadway.

**13. WORK HOURS:**

This S.P. modifies Article 17C of the Standard Contract Provisions, and 105.10, 105.11 and 104.02 of the Standard Specifications.

Work may be performed outside of the following hours, only with the advance notice to and approval by the COTR:

Monday through Friday

7:00 AM to 7:00 PM

However, work beyond these limits may be granted for only maintenance of traffic activities, emergencies, work stipulated to be performed at night and other activities specifically granted in writing by the COTR

**14. WORK AND STORAGE SPACE:**

This S.P. supplements 103.01, Article 17B of Standard Contract Provisions.

No work and storage space is being designated. The Contractor shall be fully responsible for seeking necessary space and undergoing all required negotiations with the owner of the property to secure its use, and restoring the area to its original condition and to the satisfaction of the Engineer.

**15. CONTRACT ADMINISTRATION DATA:**

Contracting Officer: Contracts may be entered into and signed on behalf of the District Government only by the contracting officers. The contracting officer is the only District official authorized to contractually bind the District. The contracting officer is the Agency Chief Contracting Officer (ACCO), **Contracting Officer, Department of Transportation, Office of Contracting and Procurement**, 55 M Street, SE, 7<sup>th</sup> Floor, Washington, DC 20003. , Telephone number (202) 671-2270.

Authorized Changes by the Contracting Officer:

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

Contracting Officer's Technical Representative (COTR):

The term COTR is synonymous with the term District's Engineer. The District's Engineer for this contract is:

Name: Dawit Muluneh, P.E.  
Title: Program Manager, Wards 7 and 8  
Agency: District Department of Transportation  
Address: 55 M Street, SE, 4<sup>th</sup> Floor  
Washington, DC 20003

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

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

The COTR does not have the authority to:

- A. Award, agree to, or sign any contract, delivery order or task order. Only the ACCO shall make contractual agreements, commitments or modifications;
- B. Grant deviations from or waive any of the terms or conditions of the contract;
- C. Direct the accomplishment of effort, which is beyond the scope of the statement of work in the contract;
- D. Increase the dollar limits of the contact or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
- E. Change the period of performance; and
- F. Authorize the furnishing of District property, except as specified under the contract.  
When in the opinion of the contractor, the COTR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has issued a modification to the contract or until the issue has been otherwise resolved.

**ORDERING AND PAYMENT**

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

Invoices shall be double sided and submitted in duplicate to the project Engineer, DC Department of Transportation, Receptionist Desk, 55 M Street, SE, 4<sup>th</sup> Floor, Washington, DC 20003., Telephone (202) 671-2300.

Each invoice must provide the following minimum information:

- 1. Contractor's name, address, invoice number and date;
- 2. Contract line item number (CLIN) being billed for payment and total amount due;
- 3. Purchase order and contract number;
- 4. Addressee's name and address;
- 5. Period of service;
- 6. Description of services and deliverables provided;
- 7. Name, title, signature and phone number of preparer; and
- 8. Name of the contracting officer's technical representative.

Payment may be delayed for improperly prepared invoices.

**16. AS BUILT DRAWINGS, Item 108 004**

This S.P. modifies and supplements 108.12 of the Standard Specification.

**A GENERAL**

During the entire construction period, the Contractor shall maintain one complete record set of Contract drawings on which he shall annotate daily, all deviations, field changes, changes accomplished by change order, as-constructed depths of footings and other structural elements, horizontal and vertical locations of under- ground electrical and utility facilities referenced to survey data and temporary construction left in place (if permitted)

**B METHODS**

The Engineer will furnish to the Contractor electronic files of Contract Drawings for reproduction. The contractor shall make permanent modifications to the hard copy drawing set by adding the revisions from the annotated record set. The completed set shall be certified As-Built by an officer of the company using a stamp as follows:

**AS-BUILT**

(Date)

I certify that this drawing accurately  
Depicts the work as constructed.

(An Officer of the Contractor's Company)

Signature Title

CONTRACTOR'S NAME

When the contract is completed and the revisions have all been digitally transcribed to the reproducible set, the Contractor shall copy the electronic files on a CD ROM. The contractor shall then prepare and deliver to DDOT-IPMA two CD ROM copies of the electronic files of the final As-Built drawings, the modified reproducible set, three (3) bound half-size sets on bond paper. The as-builts shall be submitted in Microstation, Auto CAD & PDF formats

**C MEASUREMENT AND PAYMENT**

The unit of measure will be lump sum. No measure will be made for this work. Payment for As-Built Drawings will be made at the Contract Lump Sum Price, which payment will include all provisions for completing the work as required herein.

**17. PROGRESS PHOTOGRAPHS Item 108 002**

This Special Provision modifies and supplements 108.08.

Replace the first paragraph in its entirety with the following:

Suitable colored photographs shall be taken by the Contractor at the project site. One hundred and fifty (150) colored photographs will be required. Approximately fifty (50) photographs shall be taken prior to start of work and fifty (50) photographs after construction. The remainder shall be taken throughout the construction period on a monthly basis.

**18. PCC WHEEL CHAIR/BICYCLE RAMP, Item 609 200, 609 202**

This S.P. modifies 609

Add 609.04 (3) Ramps shall be provided with detectable warning pavers, an ADA requirement.

Add 609.04 (4) DETECTABLE WARNING PAVERS

**Description:** This work shall consist of furnishing and installing detectable warning pavers in

construction of new wheelchair ramps and pedestrian refuge median ramps, in accordance with the details shown on the plans and /or as directed by the Engineer

**DETECTABLE WARNING TRUNCATED DOMES:**

**DETECTABLE WARNING SURFACES WITH TRUNCATED DOMES.** Detectable warning surface with truncated domes, width of 24", for the entire length of the flush ramp, shall be installed on all pedestrian ramps and median openings as shown on the contract drawings.

**General** – Detectable warning pavers (or composite panels) shall consist of a surface of truncated domes. They shall be aligned in a square grid pattern.

**Dome Size.** - Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inches minimum to 1.4 inches maximum, a top diameter of 50% of the base diameter minimum to 65% of the base diameter maximum, and a height of 0.2 inches.

**Dome Spacing** – Truncated domes in a detectable warning surface shall have a center-to-center spacing of 1.6 inches minimum and 2.35 inches maximum, and a base-to-base spacing of 0.65 inches minimum, measured between the most adjacent domes on square grid.

**Contrast** – Detectable warning surfaces shall contrast visually with adjacent walking surfaces either light-on-dark, or dark-on-light.

**Size** – Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the wheelchair ramp, landing, or blended transition.

**Sidewalk Ramps and Blended Transitions** – The detectable warning surface shall be located so that the edge nearest the curb line is 6 inches minimum and 8 inches maximum from the curb line.

**Color** – The detectable warning pavers shall be dark gray in color. The color shall be uniform over the entire project and match existing domes.

**19. SUPERPAVE SURFACE COURSE, 9.5 mm, Item 402 010**

This S.P modifies Sections 402 and 802

Superpave 9.5 mm is designated and the binder is PG 70-22.

The contractor shall constantly check the surface with a straightedge perpendicular to the center line while the pavement is being placed and rolled. Straightedging and backpatching shall be done immediately after compaction and while the material is still workable.

If the Contractor prefers to use Recycled Asphalt Pavement (RAP), in lieu of, Superpave Surface Course 9.5mm virgin mix, the Contractor will provide a \$10.00 discount on the unit price. The Contractor should provide this request to the Engineer in writing and shall not begin this work until the request has been approved in writing by the Engineer.

**20. MAINTENANCE OF HIGHWAY TRAFFIC:**

The following modifies 104.02 and 616

(A)

### TRAFFIC FLOW RESTRICTIONS

The Contractor's operation shall present no interference to traffic during the peak traffic hours of 6:30 A.M to 9:30 A.M. and 3:30 P.M. to 7:00 P.M., Monday thru Friday. All traffic lanes shall be a minimum of 10ft wide, except as shown on the plans.

Construction, within the roadway, shall be done in 2 block sections from 43 Place to 52 Street. Contractor may choose, during the rush hours, to work at locations, within the project limit, that neither impede traffic nor require maintenance of traffic.

During intersection construction, Contractor shall maintain traffic by sub-phases (stages) in accordance with DDOT Standards. It is the ultimate responsibility of the Contractor to refine the details specific to each location and resolves any conflicts in detail before implementation and such resolutions shall not form basis for any claim.

Before commencement of sub-phases work, Contractor shall install advance-warning signs applicable for intersections and place necessary traffic control devices for channelizing the traffic at work zone approaches.

The Contractor shall give seventy-two (72) hours prior notice to District when making a change in traffic flow patterns.

Pavements marking operations in the traveled way shall be performed only in non-rush hour periods 9:30 a.m. to 3:30 p.m. Monday through Friday, and as approved by the engineer.

(B)

**TRAFFIC CONTROL PLAN (TCP)** – The Contractor shall develop and submit to the Engineer for approval, a traffic control plan or shall submit a typical plan from the Manual on Uniform Traffic Control Devices (MUTCD) that is applicable to perform the work prior to starting any construction. The plan must include, but not be limited to, the arrangement, size and location of such items as appropriate warning signs, traffic cones, and arrow panels. These traffic control devices must conform to the most recent version of the MUTCD and D.C. design Standards (various typical are included as guide) The contractor shall be responsible for furnishing, installing, maintain and removing all required traffic control devices during working and non-working hours. All devices must be in new or like new condition.

The contractor shall coordinate his maintenance of traffic work with other contractors and utility companies working in the same general location to maintain continuity of traffic and minimize congestion.

1. The work sites shall be made safe for traffic. Warning shall be provided by installing advance warning signs, electronically illuminated traffic control devices and warning lights. These devices shall be used in conjunction with other traffic control devices.
2. Construction work zones shall be made safe for traffic as shown on the approved TCP, and as directed by the engineer.
3. The contractor shall furnish and install temporary pavement markings and shall remove these markings without damaging the finished pavement surface, in accordance with this TCP and/or as directed by the Engineer.

4. The contractor shall furnish, install and maintain (clear, repair and replace damaged parts) all necessary, required and specified construction warning signs, flashing arrow boards, and all other necessary and required traffic control devices through the construction area.
  5. All traffic control devices used for maintenance of traffic shall remain the property of the contractor and shall be removed from the project site upon completion of work.
  6. Drive/Alley Access Closures - Contractor must allow access to driveways at all times, or as specified in Maintenance of Traffic plans.
- (C) **FLAGGERS** - The contractor shall furnish all necessary flaggers that may be required during the course of construction activities. It is the responsibility of the Contractor to ensure that trained personnel administer flagging. Flaggers shall be equipped with high visibility safety vests, hard hats and 24" stop/slow paddles per section 6E-2 of the MUTCD. The cost of these devices is incidental. No measure will be made.
- (D) **PEDESTRIAN SAFETY** - The Contractor shall provide pedestrian access around the construction work zone thru the use of existing walkways and temporary walkways. The walkway shall be safe, convenient and replicate as nearly as possible the most desirable characteristics of sidewalks or footpaths. Pedestrians shall not be led into direct conflict with the work site operations or mainline vehicular traffic moving through or around the work site. All pedestrians including blind, hearing impaired and physically challenged shall be provided protection. All necessary signs and supports for closing sidewalks and detouring pedestrians and providing temporary ramps and/or protective walkways is the responsibility of the contractor.
- (E) **TRAFFIC SAFETY OFFICER** - The Contractor shall provide a competent, full time Traffic Safety Officer in accordance with the requirements of 616.02(B)(1) of the Standard Specification for Highways and Structures, 2009.
- (F) **FAILURE TO MAINTAIN ENTIRE PROJECT** - Failure on the part of the contractor, at any time, to comply with the provisions of 104.02, 616 and this S.P. will result in the immediate notification of the contractor by the engineer to comply with the required traffic maintenance provisions. In the event that the contractor fails to make the needed corrections to unsatisfactory site maintenance so as to conform to the provisions of 104.02 and 616 within 24 hours after receipt of such notice, the Engineer may notify the Contractor to suspend all work at the contract work site until such time that the unsatisfactory site maintenance is corrected. In the event that the Contractor fails to respond to a notice of unsatisfactory site maintenance and correct the deficiency within 24 hours after receipt of such notice, the Engineer may immediately proceed with other forces and equipment to maintain the project. The entire cost of this maintenance by the District will be deducted from monies due the contractor on the next monthly invoice.
- (G) **ROADWAY CLOSURES** - When specified in the contract documents, the Contractor shall furnish, place, relocate and remove when no longer required Type III barricades for placement at each length of roadway to be closed and the necessary signs to effect the proper detours around the closed length of roadway.
- (H) **PAVEMENT MARKINGS** - On roadways where temporary pavement markings are to be replaced with permanent markings, the Contractor shall not remove the temporary markings unless permanent markings can be placed within 24 hours. At no time will a roadway be without pavement markings, either temporary or permanent.

**CONSTRUCTION LANE CLOSING AND TRAFFIC CONTROL DEVICES** – All traffic control devices shall be in new or like new condition. All traffic control devices used on this project shall meet the testing and evaluation criteria specified in NCHRP (National Cooperative Highway Research Program) Report No. 350. Certifications that all traffic control devices meet said criteria shall be submitted to the engineer for approval prior to use.

**21. TEMPORARY AC, Item 407 002**

Supplements 407.01 as follows:

Work under this item includes placing temporary asphalt at areas where new pavement is not even with existing pavement and areas where difference in elevation may disrupt a smooth riding surface. Where necessary, place and feather down temporary asphalt concrete to provide a smooth riding surface. Work includes removal and disposal of the asphalt as necessary.

**MEASURE AND PAYMENT - Per 407.04 of the Standard Specifications.**

**22. CONSTRUCTION WARNING AND DETOUR SIGNS, Item 616 012**

Modifies 616.05 (C) first paragraph as follows:

**MEASURE** - The Unit of measure will be that as required for the following pay item, which will constitute the payment for the MAINTENANCE OF HIGHWAY TRAFFIC. The total for any item given below shall be the maximum number of the item required and used at any one time. The estimated quantities will be as listed in the PAY ITEM SCHEDULE.

<u>Item No.</u>	<u>Unit</u>	<u>Description</u>
616 004	Job	Construction Lane Closing
616 008	Each	Temporary Construction Sign Supports
616 012	SF	Construction Warning and Detour Signs
616 014	Each	Reflectorized Traffic Cones
616 020	Each	Sequential Arrow Board
616 024	Each	Type 111 PVC Barricade
616 028	Each	Traffic Drums
616 110	Each	Portable Changeable Message Sign
616 122	Each	Steel Protection Plate
616006	SF	Remove Lane Marking

**23. THERMOPLASTIC PAVEMENT MARKINGS**

This S.P. modifies and supplements Section 616.12 of the Standard Specifications

- THERMOPLASTIC PAVEMENT MARKINGS, 4 inch**, item, 616 040
- THERMOPLASTIC PAVEMENT MARKINGS, 6 inch**, item 616 044
- THERMOPLASTIC PAVEMENT MARKINGS, 12 inch**, item 616 050
- THERMOPLASTIC PAVEMENT MARKINGS, 24 inch**, item 616 051
- THERMOPLASTIC PAVEMENT SYMBOL, CHEVRON and BICYCLE**, item 616 992

**A GENERAL**

Work under these items consists of furnishing all materials for, and installation of, permanent thermoplastic lane markings for the project. Permanent markings shall be placed within 24 hours after placement of final surface, if roadway is open to traffic.

**B. CONSTRUCTION METHODS**

The newly applied markings shall be protected from intrusion by traffic by means of traffic cones, safety barrels or other approved means until such time as the material has dried sufficiently to bear traffic.

Thermoplastic Lane Markings items 616.051.

The 24" wide thermoplastic markings shall be made up of 2-12" wide pavement marking and shall be applied to form a 24" wide striping in all cross walks.

**MEASURE AND PAYMENT - Per 616.12(F) of the Standard Specifications.**

**24. TAPED LANE MARKING 4 INCH: Item 616059**

This S.P. modifies section 616.14(c)(2) of the Standard Specification.

**A DESCRIPTION**

Temporary pavement markings (white or yellow) shall be used to delineate traffic barriers, traffic lanes, gores, edge lines, crosswalks and stop lines as indicated in the contract documents or as directed by the Engineer. Work also includes repairing pavement marking sections damaged or misaligned during application at no additional cost to the District.

**B MEASUREMENT AND PAYMENT**

The unit of measure for Performed Pavement Marking lines of specified width shall be the linear foot. Payment will be made at the contract unit price per linear foot, which payment will include all materials and all labor, tools, equipment and incidentals necessary to complete the work. Work includes removal and disposal of the temporary line striping as necessary.

**25. THERMOPLASTIC RUMBLE STRIP: Item 616057**

This S.P. modifies and supplements Section 616.12 of the Standard Specifications

**A DESCRIPTION**

Furnish and install heat applied thermoplastic pavement marking lines to asphalt surfaces to create transverse rumble strips as shown on plans or as directed by the Engineer.

Form Transverse Rumble Stripes by placing two pieces of Pavement Marking Materials on top of each other, 6 inches at the base and 4 inches on top, to obtain the required thickness as specified or as directed by the Engineer.

**B MEASUREMENT AND PAYMENT**

Thermoplastic Rumble Strips will be measured and paid for the actual length installed multiplied by the number of layers required to form each rumble strip within a set of rumble strips. Payment will be full compensation for all pavement preparation, width as specified, markings, testing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

**26. CLEAN EXISTING DRAINAGE STRUCTURE, ITEM 310995**

This S.P. supplements and modifies 311.

**A. DESCRIPTION**

This work consists of cleaning selected sewer structures (storm sewer) within the limits of the project, when directed by the Engineer.

The sewer structures shall be cleaned of all silt and deposits (leaves, trash, etc.) by either manual or mechanical means. Work shall also include removing debris to a distance of 2ft. into the attached connecting pipe. Debris extracted from the inlet must be removed from the work site by end of the work day.

**B. MEASUREMENT AND PAYMENT**

The unit of measure for Clean Sewer Structure will be each and this measure shall include the elongated section, catchment chamber and the connecting pipe as specified.

Payment for Clean Sewer Structure will be made at the contract unit price per each, which payment will include all labor, equipment, tools, materials, and incidentals necessary to complete the work as specified herein.

**27. CLEAN PCC CONNECTING PIPE, ITEM 310993**

This S.P. supplements and modifies 311.

**A. DESCRIPTION**

Work consists of cleaning PCC Pipe (inlet connection pipe) within the project limits, when directed by the Engineer. This work shall be done in conjunction with Item 310992, Clean Sewer Structure.

If, during the sewer structure cleaning process, the engineer determines that a connecting pipe is clogged or requires cleaning, he shall direct the Contractor to clean the connecting pipe.

The connecting pipe shall be cleaned of all debris and thoroughly flushed by use of high-pressure hose. All work to be performed must meet the requirements of water and Sewer Authority.

All material extracted from the pipe during cleaning operations must be removed from the site by the end of the working day.

**B. MEASUREMENT AND PAYMENT**

The unit of measure for Clean PCC Pipe will be linear foot and this measure shall be the horizontal distance, along the surface from the attached wall of the inlet to the center of the

connecting sewer structure minus 2 feet.

Payment for Clean PCC Pipe will be made at the contract unit price per linear foot, which payment will include all labor, equipment, tools, materials, and incidentals necessary to complete the work as specified herein.

**28. RELOCATE EXISTING TRAFFIC SIGN, Item 616995**

The relocate existing traffic sign work shall comply with 620 of the standard Specifications except as herein modified.

**A. DESCRIPTION**

The work consists of carefully removing designated signs and erecting the sign at locations shown in the plans or as directed by the Engineer.

**B. CONSTRUCTION REQUIREMENT**

The Contractor shall carefully remove the designated signs. Existing sign posts shall be removed in their entirety unless indicated otherwise by the Engineer. The Contractor shall promptly refill all postholes with appropriate soils based material that equals neighboring ground.

The height of the sign shall be as approved by the Engineer. The sign shall be installed horizontal and plumb or as directed by the Engineer. Immediately after the installation of the sign, the Contractor shall clean the face panel of all dirt, grease, oil, or residual materials of the installation process.

**C. MEASURE AND PAYMENT**

The unit of measure for RELOCATE EXISTING TRAFFIC SIGNS will be each.

Payment will be made at the contract unit price per each, complete in place, which payment will include furnishing, labor, disposal of soils material, and incidentals necessary to complete the work.

**29. TREE PROTECTION, Item 600116**

This work shall be performed according to the applicable provisions in Section 611 of the DDOT standard Provisions.

This special Provision modifies 611.07 of the standard Specifications.

**A. DESCRIPTION**

The Contractor shall furnish all labor, material and equipment necessary to completely and satisfactorily comply with all tree protection measures as indicated on the contract drawings. Tree protection measures to include, but not limited to, tree protection fencing, watering and all specifications of 611.07

## B MEASURE AND PAYMENT

The unit of measurement for Tree Protection will be each. Payment for Tree Protection will be made at the contract unit price per each tree protected, which payment will include all labor, tools, materials, equipment and incidentals needed to complete the required work.

## 30. INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Name:** Courtney B. Lattimore  
**Contracting Officer**  
**Address:** 55 M Street, S.E.  
Washington, D.C. 20003  
**Telephone No.:** 202-671-2270  
**Email Address:** courtney.lattimore@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**31. DBE Assurance**

The contractor, sub recipient 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 recipient deems appropriate.

### **32. APPLICABLE WAGE DECISION/WAGE RATES - DC**

In accordance with the applicable provisions of 29 CFR Part 1 which require that the correct wage determination and the appropriate wage rates therein be incorporated into this contract, District of Columbia General Wage Decision No. DC140001 Modification No. 4, dated 4/25/2014, is bound herein and contains the specific applicable wage rates.

#### **PAVING AND INCIDENTAL GRADING RATES**

In accordance with 29 CFR Part 1, Section 1.6(c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, the executed contract will include all intervening modifications. The Contractor will be reimbursed this added labor cost.

This S.P. further supplements Section IV - PAYMENT OF PREDETERMINED MINIMUM WAGE and Section V - STATEMENTS AND PAYROLLS of the REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS, Form FHWA-1273. The U.S. Department of Labor (USDOL) published a FINAL RULEMAKING to the following sections of the Code of Federal Regulations (CFR) in the Federal Register as of December 19, 2008:

1. PART 5 of 29 CFR - LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT), Subpart A - Davis-Bacon and Related Acts, Provisions and Procedures; and
2. 29 CFR Subtitle A (7-1-09 Edition), Subpart B - Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act.

These changes are effective as of that date.

### **33. Protests**

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**34. SUBCONTRACTING:**

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

**Attention:  
Contracting Officer  
Department of Transportation  
Office of Contracting and Procurement  
55 M Street SE 7<sup>th</sup> floor  
Washington, DC 20003**

Copies of these forms are available upon request.

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

## APPENDICES

**SUBCONTRACTOR APPROVAL REQUEST FORM ( 1 PAGE )**

(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>REVIEW AND DISTRIBUTION AFTER APPROVAL</b>		<b>APPROVAL OF SUBCONTRACT IS HEREBY GIVEN</b>	
_____	DATE _____	CONTRACTING OFFICER _____ DC DEPARTMENT OF TRANSPORTATION	
CONTRACT COMPLIANCE	DATE		
_____	DATE _____	DATE _____	
PROJECT ENGINEER/MANAGER	DATE		

**EMPLOYEE TRAINING REQUIREMENTS**

23 CFR, Part 230, Subpart A, Appendix B applies to this contract, except as modified below. Prior to commencing, the contractor shall submit to the DC Department of Transportation Contracting Officer for approval, the number of trainees to be trained in each selected and classification and providing the prospective trainee's home address(es) and social security number(s). The number of trainees to be trained under this contract is **NONE** and shall be in the following classifications:

<b><u>CRAFT</u></b>	<b><u>NUMBER</u></b>
Form Setter	1

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Contracting Officer, DC Department of Transportation and the Division Engineer, Federal Highway Administration.

For purposes of this requirement, a trainee is defined as a person who is registered and receiving on-the-job training in a construction or construction management occupation under a program which has been approved and certified in advance by the U.S. Department of Labor, Employment and Training Administration or by the Division Engineer, Federal Highway Administration.

A trainee differs from an apprentice in that an apprentice means (1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (2) a person in the first 90 days of probationary employment in an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where applicable) to be eligible for probationary employment as an apprentice.

Contractors are encouraged to utilize the resources of the District of Columbia, Department of Employment Services, Employer Services Center and the District of Columbia, Department of Transportation to recruit and hire prospective trainees. Prospective trainees who are not enrolled in any approved program may be selected from among the contractor's construction workforce, subject to the approval of the Contracting Officer.

The District Department of Transportation- will monitor your training program closely during the life of the project to ensure that the training program is being administered in compliance with the applicable Federal regulations and that the assigned number of trainees are enrolled and receiving training. Contractors are reimbursed only for training actually given and carefully documented by the Project Engineer and verified by the District Department of Transportation.

**APPRENTICESHIP PROGRAM:**

All prime Contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000.00, let within a twelve (12) month period, shall be required to register and apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 36-409((1981))).

**APPRENTICES AND TRAINEES:**

This S.P. supplements APPRENTICES AND TRAINEES, ARTICLE 3 of STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT GOVERNMENT CONSTRUCTION PROJECTS, DATED 1973; as amended by the Transmittal Sheet No. 5.

- (1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, D.C. Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."
- (2) In Item B. Trainees, add the following: "Training programs approved under the requirements of Article IV; Section 4 and 5 of Required Contract Provisions, Federal Aid Construction Contracts (Form FHWA-1273) will satisfy the requirements of this item."

The contractor and all subcontractors shall furnish to the Contracting Officer written evidence of the registration of his/her program and apprentices as well as the appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the contract.

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

**Policy:** The District Department of Transportation (DDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The District Department of Transportation (DDOT) has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the District Department of Transportation (DDOT) has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the District Department of Transportation (DDOT) to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Lisa Gregory, Esq., Chief Office of Civil Rights has been delegated as the DBE Liaison Officer. In that capacity, the Chief Office of Civil Rights is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the District Department of Transportation (DDOT) in its financial assistance agreements with the U.S. Department of Transportation.

The District Department of Transportation (DDOT) has disseminated this policy statement to the DDOT's Executive Team and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts on The District Department of Transportation (DDOT) website and on the agency bidders' document.

Sincerely,

Terry Bellamy  
Director, District Department of Transportation

**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”**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
  - Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
    - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - Women;

- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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 no later than **no later than 7 days** from the receipt of each payment the prime contract receives from The District Department of Transportation (DDOT). The prime contractor agrees further to return retainage payments to each subcontractor within **no later than 7 days** after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DDOT. This clause applies to both "DBE and non-DBE subcontracts." **Failure to do so shall be a ground for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).**

To obtain additional information on DBE Compliance, please contact the Office of Civil Rights

**Mohammed Kabir, PHR/Sr. EO Local and Federal Compliance Officer**

Office of Civil Rights  
District Department of Transportation  
55 M Street, SE, 3<sup>rd</sup> floor  
Washington, DC 20003  
(202) 299-2190  
[Mohammed.Kabir@dc.gov](mailto:Mohammed.Kabir@dc.gov)

### **CONTRACT ASSURANCE / CONTRACT GOALS:**

#### **CONTRACT ASSURANCE**

The Contractor, Sub-recipient, Sub-consultant 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 all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-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 DDOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI, please contact the Office of Civil

Rights, 55 M Street S.E. 3<sup>rd</sup> Floor. Washington, DC 20003. Our telephone number is: (202) 299-2190

The above information is applicable to every Contractor including every tier of sub-consultants, subcontractors, supplier or service providers on this project. It is the responsibility of the prime Contractor, and all sub-consultants, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

### **RACE/GENDER NEUTRAL GOAL**

***There is no specific numerical DBE goal assigned to this project.*** While no numeric DBE goal is assigned to this contract, the Contractor, sub-recipient, sub-consultant or subcontractor should make every reasonable effort to solicit DBE firms to participate as sub-consultants, subcontractors, service providers and suppliers on this project.

The Contractor may find DBE firms certified by the DDOT Unified Certification Program in DDOT's Disadvantaged Business Enterprise (DBE) Directory. The DBE Directory can be found at the following website:

### **DBE Directory:**

Our DBE Directory is a great resource for our Prime Contractors to identify partners that are DBE Certificated with District Department of Transportation and Washington Metropolitan Area Transit Authority. Our DBE Directory is updated daily.

**<http://ddotfiles.com/db/DBE/dbe.php>**

If a proposed partner from the Prime Contractors is not in the DDOT DBE Directory. Please contact our office.

### ***Luisa Portillo, Equal Opportunity/DBE Program Specialist***

DDOT Office of Civil Rights  
55 M Street, S.E., 3rd Floor  
Washington, D.C. 20003  
(202) 671-0630  
[Luisa.Portillo@dc.gov](mailto:Luisa.Portillo@dc.gov)

### ***Ms. Tammy Paige-Sterling, DBE Program Assistant***

Washington Metropolitan Area Transit Authority (WMATA)  
600 Fifth Street, NW  
Washington, DC 20001  
Office: (202) 962-2409

General Decision Number: DC140001 04/25/2014 DC1

Superseded General Decision Number: DC20130001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)  
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	04/11/2014
4	04/25/2014

ASBE0024-001 10/01/2012

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 33.13	13.60

ASBE0024-002 10/01/2012

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping,		

removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials,  
whether they contain  
asbestos or not, from  
mechanical systems.....\$ 20.86 5.61

ASBE0024-005 10/01/2012

	Rates	Fringes
Fire Stop Technician.....	\$ 26.06	6.05

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank opening

BOIL0193-001 01/01/2014

	Rates	Fringes
Boilermakers:.....	\$ 38.07	22.58

BRDC0001-001 04/30/2013

	Rates	Fringes
Bricklayer.....	\$ 28.17	8.03

BRMD0001-004 04/29/2013

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 35.52	8.24

CARP0132-001 05/01/2013

	Rates	Fringes
Carpenter/Lather.....	\$ 26.81	8.13
Piledriver.....	\$ 26.62	8.15

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CARP1831-001 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

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CARP2311-002 05/01/2013

	Rates	Fringes
DIVER TENDER.....	\$ 29.00	8.15
DIVER.....	\$ 37.74	8.15

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ELEC0026-001 11/04/2013

	Rates	Fringes
Electricians.....	\$ 40.95	14.63

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ELEC0070-001 05/06/2013

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 33.00	19%+5.00
Equipment Operators.....	\$ 33.00	19%+5.00
Groundman.....	\$ 15.35	19%+5.00
Linemen.....	\$ 33.00	19%+5.00
Truck Driver.....	\$ 17.45	19%+5.00

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ENGI0077-001 05/01/2013

	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY		

## CONSTRUCTION)

GROUP 1.....	\$ 33.96	8.45+a+b
GROUP 2.....	\$ 32.89	8.45+a+b
GROUP 3.....	\$ 32.40	8.45+a+b
GROUP 4.....	\$ 31.65	8.45+a+b
GROUP 5.....	\$ 29.50	8.45+a+b
GROUP 6.....	\$ 24.68	8.45+a+b
GROUP 7.....	\$ 34.34	8.45+a+b

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines boomcat, mucking machines, graders in tunnels, pile drivin engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom truck hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asph spreaders, bullfloat finishing machines, concrete finishin machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oiler

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 p hour premium over Group One.

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 ENGI0077-002 06/01/2013

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 27.49	7.00
GROUP 2.....	\$ 24.50	7.00
GROUP 3.....	\$ 21.04	7.00
GROUP 4.....	\$ 18.95	7.00
GROUP 5.....	\$ 28.15	6.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Ti Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

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 ENGI0077-003 07/01/2013

	Rates	Fringes
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Power equipment operators:  
(SEWER, GAS AND WATER LINE  
CONSTRUCTION)

GROUP 1.....	\$ 24.30	7.15+a
GROUP 2.....	\$ 23.90	7.15+a
GROUP 3.....	\$ 23.39	7.15+a
GROUP 4.....	\$ 23.07	7.15+a
GROUP 5.....	\$ 22.25	7.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concre Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

a.PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington Birthday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday.

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IRON0005-001 06/01/2013

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 30.00	16.04

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IRON0201-001 05/01/2012

Rates Fringes

## Ironworkers:

Reinforcing.....	\$ 26.50	16.68
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LABO0657-003 06/01/2012

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.23	6.83
GROUP 2.....	\$ 22.59	6.83
GROUP 3.....	\$ 22.79	6.83
GROUP 4.....	\$ 22.96	6.83
GROUP 5.....	\$ 23.45	6.83
GROUP 6.....	\$ 24.08	6.83
GROUP 7.....	\$ 24.68	6.83
GROUP 8.....	\$ 25.49	6.83

## LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crus feeder, demolition laborers, including salvaging all mater loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial ra reference posts, guide posts and right-of-way markers, for strippers, general laborers, railroad track laborers, ripr man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timb bucket and faller, truck loader, water boys, tool room men

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, ti cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, po tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar m

shorer and lagger, creosote material handler, corrosive en or equil, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer rigger and jacker, thermal welder and corrugated metal cul pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole dri (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzle man, asphalt raker, asphalt tamper, form setter, demolition torch opera shotcrete nozzle men and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar t

GROUP 8: Licensed powdermen.

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LAB00657-004 06/01/2012

Rates

Fringes

Laborers: (HAZARDOUS WASTE  
REMOVAL, EXCEPT ON MECHANICAL  
SYSTEMS:

Preparation for, removing and  
encapsulation of hazardous  
materials from non-mechanical  
systems)

Skilled Asbestos Abatement

Laborers.....\$ 18.21

6.83

Skilled Toxic and  
Hazardous Waste Removal

Laborers.....\$ 21.53

6.83

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LABO0657-005 06/01/2012

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 23.04	6.83
GROUP 2.....	\$ 23.77	6.83
GROUP 3.....	\$ 25.61	6.83
GROUP 4.....	\$ 26.40	6.83
LABORERS CLASSIFICATIONS:		

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete M

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Sett and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Ste Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishe Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

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LABO0657-006 06/01/2012

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure Work Period		
(Pounds)	(Hours)	
1-14	7.....	\$ 30.32
14-18	6.....	\$ 35.66
		6.83
		6.83

FOOTNOTE: On any requirement for air pressure in excess of PSI, work periods and rates should be negotiated at a pre-bid conference.

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LABO0657-007 06/01/2010

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete		
Saw Operator.....	\$ 18.42	4.90
Asphalt Shoveler.....	\$ 17.84	4.90
Asphalt Tammer & Concrete		
Shoveler.....	\$ 18.09	4.90
Jack Hammer.....	\$ 18.51	4.90
Laborer.....	\$ 17.70	4.90
Sand Setter & Form Setter...	\$ 19.10	4.90

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LABO0657-008 06/01/2012

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.58	6.83
Scaffold Builders, Mortarmen.....	\$ 16.51	6.83

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MARB0002-003 07/01/2013

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 33.58	15.13

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MARB0003-001 07/01/2013

	Rates	Fringes
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Mosaic & Terrazzo Worker, Tile Layer.....	\$ 25.78	9.72
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MARB0003-004 07/01/2013

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.98	8.81

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PAIN0051-001 06/01/2013

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 29.18	8.91
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 32.66	8.91
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.89	8.91
Metal Polishing and Refinishing.....	\$ 25.89	8.91

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PLAS0891-001 02/01/2014

	Rates	Fringes
Cement Masons: HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.61

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PLAS0891-002 06/01/2013

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 19.00	6.62
Concrete Saw Operators.....	\$ 19.00	6.62
Form Setters.....	\$ 19.00	6.62

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 PLUM0005-001 08/01/2013

	Rates	Fringes
Plumbers.....	\$ 38.17	16.25+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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 PLUM0602-005 08/01/2012

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 37.62	18.07+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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 \* SHEE0100-001 07/01/2013

	Rates	Fringes
Sheet Metal Worker.....	\$ 39.93	15.38+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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 TEAM0639-001 08/01/2013

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		

Tractor trailer, Low Boy....\$ 22.05	2.10+a
Truck Drivers.....\$ 20.05	2.10+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

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TEAM0639-005 08/01/2013

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where the grading is incidental to the paving.....\$ 20.05		2.10

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetic order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-05/13/2010. SU indicates the rates are not union majority rates. LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This could be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including request for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, a interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are fin

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END OF GENERAL DECISION

## 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.

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**

## APPENDIX B--TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled Specific Equal Employment Opportunity Responsibilities, (Appendix A), and is in implementation of 23 U.S.C. 140(a).

As part of the contractors equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyworkers in the type of trade or job classification involved.

The number of trainees to be trained under the special provision will be 1.

In the event that a contractor subcontracts a portion of the contract work, he/she shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractors needs and the availability of journeyworkers in the various classifications with a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him/her on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyworker status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he/she has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyworker status or in which he/she has been employed as a journeyworker. The contractors should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractors records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyworker status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training,

or with a State Apprenticeship Agency recognized by The Bureau and Training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The Contractor will be reimbursed in the amount indicated in the unit price column of the Pay Item Schedule in the Bid Form and Proposals for each hour of training given an employee on this contract in accordance with an approved training program. As verified by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for off-site training indicated above may only be made to the contractor where he/she does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainees wages during the off-site training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyworker, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his/her training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his/her work classification or until he/she has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his/her responsibilities under this Training Special Provision if he/she has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyworkers rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he/she will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his/her performance under this Training Special Provision.

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