

GOVERNMENT OF THE DISTRICT OF COLUMBIA

**DEPARTMENT OF
TRANSPORTATION**

INFRASTRUCTURE PROJECT MANAGEMENT
ADMINISTRATION



SPECIFICATIONS

INVITATION NO.: DCKA-2014-B-0046

PROJECT: HERITAGE TRAIL SIGNAGE PHASE-II PROGRAM
FAP NO.: STP-8888 (462)

Bids will be Publically Opened By The Office of Contracting and Procurement, Bid Room, located at 55 M Street, SE, 4th Floor
Washington, DC 20003

Bids Will Be Opened On **JUL 18 2014** At 2:00 P.M.

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

ISSUING OFFICE:

Office of Contracting and Procurement
55 M Street, S.E., 4th Floor
Washington, D.C. 20003

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

ADDRESS TO: Chief Transportation Engineer
Infrastructure Project Management Administration
DEPARTMENT OF TRANSPORTATION
4th Floor
55 M Street, S.E.
Washington, D.C. 20003

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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MONTHLY EMPLOYMENT UTILIZATION REPORT (2 PAGES)

GENERAL WAGE DECISION NO.: DC130001 (16 PAGES)

EMPLOYEE TRAINING (2 PAGES)

The "STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009" and the "Standard Contract Provisions for use with Specifications for District of Columbia government Construction Projects", 1973, and amendments thereto are incorporated herein by reference and are made a part of the requirements of this contract.

SPECIAL PROVISIONS

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

**HERITAGE TRIAL SIGNAGE PHASE-II PROGRAM
INVITATION NO.: DCKA-2014-B-0046
STP-8888 (462)**

This document consists of:

- **SPECIFICATIONS:** Pages a thru c, pages 1 thru 30 and Appendices (with number of pages in parentheses) listed on page c.
- **BID FORM AND PROPOSALS:** Pages a, b, c, and d, pages 1 thru 13, including PAY ITEM SCHEDULE.

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

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

This document supplements and modifies **STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2013** (available on DDOT website); both these documents are incorporated herein by reference.

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

References to Division Numbers, Section Numbers and Article Numbers refer to the **STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2013**.

In the **PAY ITEM SCHEDULE**, the first three-digit portion of each pay item numbers refers to the section of the **STANDARD SPECIFICATIONS** in which the item is described. The **SPECIAL PROVISIONS** in this document describes the item further.

1. SCOPE OF WORK:

Work under this contract includes, but is not limited to the following:

- A. Provide Graphic Signage Program in accordance with requirements of the Contract Documents
- B. Fabrication of two (2) types of heritage trail signs
- C. Installation of two (2) types of heritage trail signs
- D. Field visits to check installation sites.

This is a non-exclusive project. This contract does not include all work expected to be performed within the project limits. At times, other contractors may be performing similar work on streets listed below in the contract title.

2. QUALIFICATIONS

A signage and graphics fabricator who is able to prove demonstrated capability with a complete project record satisfactory to the Contract Administrator and who is able to prepare shop drawings and samples, and to manufacture, fabricate, assemble and install the work shown on these drawings.

The criteria listed below may be used as a benchmark standard by which fabricators may be deemed appropriate for this bid. The fabricator should be of, but not limited to the following:

- Electronic media compatibility from Macintosh to DOS platform
- Must have a full time Graphic Artist on staff (proof required)
- In-house graphics capabilities
- In-house engineering capabilities
- In-house sign fabrication equipment
- In-house Powder Coating System or approved equal
- In-house capability to deliver and install signs at job sites.
- Must be able to deliver approved fabricated signs to job sites within one business day.

All applicants must also submit descriptions of three most recent related projects along with references.

3. COORDINATION WITH OTHERS:

In preparation for his/her bid, the bidder is advised to take into consideration of the fact that other contracts 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. Particular attention shall be made with regard to proper maintenance of highway traffic through the project area. The Contractor shall perform his lane closing and reopening 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 cost resulting from performance or non-performance of others.

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

4. PAYMENT BONDS:

Article 12C of the Instructions to Bidders of the **STANDARD CONTRACT PROVISIONS 1973**, is amended to incorporate the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, which require payment bonds in the amount not less than one hundred (100) percent of the amount payable by terms of the contract.

5. CHANGES

Article 3., 103.01 GENERAL PROVISIONS OF 103 STANDARD CONTRACT PROVISIONS applies.

6. RENTED EQUIPMENT

Article 3.D.4, Rented Equipment, and 3.D.5, Contractors Equipment, of 103 STANDARD CONTRACT PROVISIONS apply.

7. CONTRACTOR IDENTIFICATION

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

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

8. BID GUARANTY

This S.P. supplements Article 12.A., of the **INSTRUCTIONS TO BIDDERS, STANDARD CONTRACT PROVISIONS, 1973.**

The bid guaranty period shall be **ninety (90) calendar days** after bid opening of the bids.

9. AWARD OF CONTRACT:

The Department of Transportation intends to award this contract within ninety (90) calendar days. However, if for administrative reasons, we are unable to make an award within this time period, the Department will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

10. GUARANTEE:

The Contractor shall provide full guarantee of all workmanship, materials, equipment, etc. of this installation for a period of one (1) year after the Contractor Administrator's acceptance. The Contractor must replace/repair any defective work within seventy-two (72) hours after notification by the Contract Administrator, throughout the duration of this period. The Contractor shall execute the Warranty/Guarantee form supplied by the Contract Administrator.

11. TERM OF CONTRACT

The term of the contract shall be for a period of 6 months from date of award of the contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. The District may extend the term of this contract for a base period of two six-month option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- B. If the District exercises this option, the extended contract shall be considered to include this option provision.
- C. The price for the option period(s) shall be as specified in the Pay Item Schedule of the contract.

D. The total duration of this contract, including the exercise of any options under this clause, shall not exceed eighteen (24) months.

Ordering Clause

- (a) The Contracting Officer shall issue any supplies and services to be furnished under this contract either ordered by issuance of delivery orders or task orders. Such order may be issued from date of award through one year thereafter.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or electronic commerce methods only if authorized in the Schedule.

12. EVALUATION OF OPTION YEARS:

The government will evaluate bids for award purposes by considering the total contract price. Evaluation of the total contract price (base period + two 6 month option periods) will not obligate the government to exercise any of the option periods. The government may reject an offer as non-responsive if it is materially unbalanced. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices that are significantly overstated for other items.

13. APPLICABLE WAGE DECISION/WAGE RATES

In accordance with the applicable provisions of 29 CFR, Part 1 which requires that the correct wage determination and the appropriate wage rates therein be incorporated into this contract. **General Decision No.: DC130001** is bound herein and contains the specific applicable wage rates which are:

Paving and Incidental Grading Rates

Further, as set forth in 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, all intervening modifications (or new wage decision) are applicable. The contractor will be reimbursed this added labor cost.

14. CONSTRUCTION SCHEDULING

This S.P. supplements 108.03: by adding B. ORDER OF WORK – The Contractor shall schedule his work so that the requirements of MAINTENANCE OF HIGHWAY TRAFFIC are satisfied.

Fabrication of all Historical Signs – Type H-1 and the Historical Sign – Type H-2 will be complete

within ninety (120) calendar days after specified starting date. Installation of the above signs will be complete within one hundred sixty (160) calendar days after specified starting date. The Contractor shall start work on the date specified in a written Notice to Proceed issued by the Contracting Officer, and shall complete the work within one hundred eighty (180) consecutive calendar days after specified starting date.

15. CONSTRUCTION COMPLETION TIME

This S.P. supplements 108.08 (a) by adding.

The Contractor shall start work on the date specified in a written Notice to Proceed issued by the Contracting Officer, and shall complete the work within one hundred eighty (180) consecutive calendar days after specified starting date.

16. FINAL ACCEPTANCE

108.9 (B) SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE PROVISIONS of 103 STANDARD CONTRACT PROVISIONS applies.

17. FAILURE TO COMPLETE ON TIME

This SP supplements 108.9 (C) LIQUIDATED DAMAGES with the following:

For each calendar day that contract work remains incomplete after expiration of specified construction completion time, or main part thereof, the sum of **\$400.00** per day will be deducted as liquidated damages from any money due the contractor. The Contractor's operation after expiration of construction time as extended will in no way waive the District's rights under the contract. A memorandum justifying these amounts will be placed in the contract file.

It is the intent of this provision to ensure prompt response to work orders. These liquidated damages may be waived by the Engineer when, in the opinion of the Engineer, it is in the best interest of the Department to do so.

18. CONTROL OF MATERIALS

Section 106, applies.

19. OPTIONAL MATERIALS

For all finished or semi-finished materials or products, an optional equivalent will be permitted by the acceptance bidder only, provided this alternate meets in all respects the requirements of the pertinent ASTM, AASHTO, Federal specification and/or other specifications, which would be applicable to the particular item and results in no additional cost to the District nor additional contract time. The proposal for an equivalent item shall be submitted for review by the District

immediately after bids have been opened that approval or rejections can be determined.

Bidders may substitute materials or methods for fabrication. Bidders must document alternate materials and methods for fabrication and submit with bid. After execution of the contract, all substitutions shall be governed by the specifications.

20. SPECIALITY ITEMS

In accordance with Section VII, 1.b of the REQUIRED CONTRACT PROVISION, FEDERAL-AID CONSTRUCTION CONTRACTS, the following items as listed in the PAY ITEM SCHEDULE are designated SPECIALTY ITEMS:

Item No.	Description
H-1 Sign	Historic Trail Marker Type I (H1)
H-2 Sign	Historic Trail Marker Type II (H2)

21. INFORMATIONAL DRAWINGS

Plan of former projects in the vicinity of the project locations are available for examination in the Office of Contract and Procurement District Department of Transportation 55 M Street, 4th Floor Bid Room, Washington, D.C. 20003.

22. PROJECT SECURITY:

GENERAL - Portions of the general project site will be open to the public during construction. The Contractor shall take the necessary measures to prevent vandalism and theft of materials, equipment and tools as well as the completed work on the project site. The D.C. Department of Transportation shall not be held liable for any loss or damage resulting from vandalism or theft.

MEASURE AND PAYMENT - No direct measure or payment will be made. The cost of project security shall be reflected, and distributed among the various contract pay items.

23. WORK AND STORAGE AREA

This S.P. supplements Section 103.01, ARTICLE 17 (B)

The contractor is expected to have adequate storage space for all sign materials. Approved fabricated signs, posts, fasteners, and other related hardware may be stored at a DDOT facility, as an installation staging area, if needed.

24. SHOP AND WORKING DRAWINGS

This S.P. supplements 105.02 (B)

The attached construction drawings were issued to show design intent, not actual fabrication. The Contractor will submit fully detailed shop drawings for stamped approvals by the District prior to fabrication. It is the responsibility of the Contractor to bring any discrepancies in these drawings to the attention of the Engineer prior to fabrication. Shop drawings must show elevation, details of fabrication and erection, including all materials, shapes, dimensions, finishes, design loads, anchorage, and methods of connections. They must also show dimensions of letter and copy layouts.

Shop drawings shall be submitted to the consultant selected for construction administration. Working drawings shall be submitted to:

Transportation Operations Administration
District Department of Transportation (DDOT)
Field Operations Division
1338 G Street, S.E. (Rear)
Washington, D.C. 20003

Materials certifications and laboratory test reports shall be submitted to:

IPMA-QA/QC Division
District Department of Transportation
55 M Street, S.E., 4th Floor
Washington, D.C. 20003

25. CONTRACTOR'S FIELD SURVEY

DESCRIPTION: Work consists of field surveys within the project limits of all sign locations. the Contract Administrator will supply the Contractor with sign location drawings as the guide for the inventory. These drawings are in addition to the location of work identified on the drawings included with the contract documents.

The Contractor shall conduct a field survey for each site before any construction begins on that site. This survey will include checking for underground utilities through Miss Utility. Criteria for locating signs are as follows:

Heritage Trail Marker (Type - H1, Type - H2)

Heritage Trail Markers shall be placed as follows:

- Centerline of signpost shall be a minimum 2 feet 6 inches (2'6") from face of curb
- Sign panel must face the direction of the orientation of the map

- Signs must be at least two feet (2') from utilities such as catch basins, manhole covers, streetlights, vaults, etc.
- Whenever possible, sign pole should be in line with the tree line
- Sign panel shall not visually obstruct any traffic control device including traffic signals and regulatory signage.

26. MAINTENANCE OF HIGHWAY TRAFFIC, Item 616 011

This S.P. supplements 104.02 and 612 **STANDARD SPECIFICATIONS**.

A. General - Work consists of proper maintenance of vehicular and pedestrian traffic within and adjacent to each project site and includes, but is not limited to the following for contract duration: flaggers and watchmen; public convenience and safety; furnishing, placing, maintenance, removal and disposal of all traffic control devices as defined in the 2009 Manual of Uniform Traffic Control Devices for Streets and Highway, (MUTCD) with Revision Numbers 1 and 2 (U.S. Department of Transportation, Federal Highway Administration and subsequent revisions). The document is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC. The latest version of the document became effective on June 13, 2012.

Minimum requirements are presented below. Work includes all operational needs for proper traffic maintenance and coordination with the District of Columbia Department of Transportation (DCDOT) traffic requirements outside the project area.

1. The Contractor shall submit to the Engineer for approval, a Traffic Control Plan (TCP) for each work site based upon requirements and intents of the contract documents, the MUTCD and the Traffic Flow Restrictions prior to starting any construction. These plans shall be submitted as Shop Drawings and shall include all appropriate warning signs, their size and location and the arrangement of Type III Barricades, Pre-cast PCC Jersey Barrier, etc., and any other devices deemed necessary. The Contractor shall furnish, install, maintain and remove all traffic controls required for the traffic management in accordance with MUTCD and/or the Traffic Control Plan in this contract.
2. All work shall be performed within daylight hours. The Contractor shall obtain approval from the Engineer before working at any other times. Normal traffic flow shall be maintained during these times unless otherwise specified. The time required to implement and remove closures and install and remove traffic control devices shall be included within the stated time periods.
3. The contractor shall coordinate maintenance of traffic work with other contractors and utility companies working in the same general locations, to maintain continuity of traffic flow and minimize congestion.

4. The work site shall be made safe for traffic. Warning shall be provided by installing warning signs, traffic cones, electronically illuminated traffic control devices and warning lights.

B. Traffic Flow Restrictions

Rush Hour Periods – Rush hour and non-rush hour periods shall be presented below:

AM Rush Hour -	7:00 a.m. to 9:30 a.m.
PM Rush Hour -	3:30 p.m. to 7:00 p.m.
Non-Rush Hour -	9:30 a.m. to 3:30 p.m. and 7:00 p.m. to 7:00 a.m. Monday through Friday, 7:00 p.m. Friday through 7:00 a.m. Monday

Maintenance of traffic lane requirements for holidays shall be as determined by the Engineer on an individual basis, but shall not be less than the requirements for non-rush hours as stated herein.

During the entire construction period, the contractor shall minimize interference, as determined by the Engineer, with the adjacent neighborhood, including pollution, noise, safety, and other effects. The Contractor must immediately remedy all interference determined by the Engineer.

During all phases of construction, at no time shall the project be left unattended. Proper security measures shall be taken to keep unauthorized persons from entering into the opened construction area.

1. The Contractor's operations shall present no interference to traffic during the peak traffic hours of: 7:00 a.m. to 9:30 a.m. and 3:30 p.m. to 7:00 p.m., Monday through Friday, except holidays. The Contractor may occupy 12 foot lane adjacent to the construction site during off peak hours and on weekend. However, a minimum of one 12-foot lane shall be available for traffic during this type of work.

2. When working on entrance and exit ramps, the Contractor shall maintain a minimum of one 11-foot lane for ramp traffic and, whenever possible, shall not work on the traveled portion of the ramp.

C. Flagger Service

Section 612.21 APPLIES

Except replace "(C) MEASURE AND PAYMENT" with the following paragraph.

"(C) MEASURE AND PAYMENT. No measure will be taken and no direct payment will be made for CONSTRUCTION LANE CLOSING. The contractor shall consider the cost of meeting the requirements of the CONSTRUCTION LANE CLOSING when preparing bid process for traffic control devices and various items of work. The requirements will include providing all materials, equipment and personnel necessary to efficiently and safely execute the approved Traffic Control Plans and comply with the requirements of the S.P. for maintenance for Highway Traffic, provide a Traffic Safety Officer.

27. FABRICATION AND INSTALLATION SPECIFICATIONS

A. Sign Item Numbers and Characteristics – Refer to Sign Message & Location Plans for exact copy of each sign.

B. References

1. American Welding Society: AWS D1.1 "Structural Welding Code, Steel;" and AWS D1.2 "Structural Welding Code, Aluminum."
2. National Association of Architectural Metal Manufacturers: "Metal Finishes Manual."

28. SIGN MATERIALS

A. Metals

All metals shall be suitable for ornamental, architectural work. Surface shall be smooth, free of extrusion marks or imperfections. Alloys shall be selected to meet structural requirements of the specific application.

Structural metal for concealed framing shall be of hot or cold rolled metal as required to satisfy structural requirements.

B. Fiberglass Sign Post

Posts to be produced from polyester or vinyl ester resin reinforced with E-glass and

appropriate filler material to form a rigid structural support member. Posts shall have a minimum wall thickness of 0.250 inches. Tensile modulus of tube to be not less than 2.5×10^6 psi. Compressive modulus of tube to be not less than 2.5×10^6 psi. Filler materials compressive strength should not be less than 3,000 psi.

Posts to exhibit superior corrosion and ultraviolet resistance as demonstrated when exposed to accelerated environmental test chamber for not less than 3,600 hours. The post will show no structural failure (>10% loss of strength) as a result of exposure to moisture and lamps required in ASTM G-23, G-26 and G-53. Posts will be wrapped in a protective veil for further moisture and UV protection. These composite sign posts to be as manufactured by:

Lancaster Composite
PO Box 27
Millersville, PA 17551-0027
Telephone (717) 872-8999
Fax (717) 872-4328

OR

Approved equal.

C. Integral Graphic Panel

Option 1 – Fiberglass Embedded Graphics

Sign must be constructed using fiberglass reinforced plastic material or approved equal. Samples must be submitted for approval.

All copy and graphics must be permanently embedded in the fiberglass panel. The resulting sign must be a solid, one-piece panel with all graphics elements inseparable from the fiberglass in which they are embedded.

Unit must be manufactured of non-yellowing, R-70 clear resin (or UV stabilized, acrylic-modified polyester resin; or approved equal) reinforced with the high solubility, chopped strand fiberglass mat so that the index of refraction ensures total clarity of all color, copy and graphics. Glass fibers should not be readily discernible on the sign face. In addition, sign must have glass content no less than 285 of the total sign weight.

Unit must be opaque or translucent with a semi-gloss or matte finish, as indicated, with a minimum embedment of all graphic elements of .03125 inches (1/32² in.)). This panel is as manufactured by:

Pannier Graphics
345 Oak Road
Gibsonia, PA 15044-8428
Telephone 1 (800) 544-8428

OR

Approved Equal

Option 2 – Folia (™) High Pressure Laminate Graphics

Graphic imaging surface papers impregnated with melamine resins and combined with Kraft paper core sheets impregnated with phenolic resins built up to desired thickness.

Unit to be bonded at high pressure and temperature to substrate. This panel is as manufactured by:

Systeme Huntingdon Inc.110 Wellington
Huntington, Quebec, Canada
Telephone 1 (888) 264-6122
Fax (450) 264-6066

OR

Approved Equal

For either option

Unit must have sharp graphic and photo resolution qualities of a minimum of 600 dpi and complete and smooth coverage of color blocks.

Unit must NOT be permanently defaced by steam, acid, aromatics, scratching, inks, or paints and should be readily wiped clean with paint remover and solvents without affecting the appearance or legibility of the sign and graphics.

Unit should retain legibility and finished appearance when sprayed with a 10% solution of hydrochloric, nitric, or sulfuric acid for one-half hour when scrubbed by a brush of medium hardness using common commercial cleaning compounds such as ammonia, laundry soaps, detergents, carbon tetrachloride, or petroleum based solvents.

Unit should have superior UCA and UVB properties.

Unit edges must not be cracked or crazed, and the edge finish must be smooth, clean, and neat. The finished unit must be absolutely flat.

D. Cast Aluminum Base

See Section 2.04,F

E. Fasteners

Tamper-proof bolts, nuts, screws, washers, anchors and other devices required to complete the work. Use same basic metal or alloy as the metal fastened, and finished to match in color and texture. Use stainless steel 300 series alloy where joining dissimilar materials.

F. Paint Samples

Contractor must match all custom paint and vinyl colors. The District as a part of the Contract Documents will supply samples for informational/references purposes. Paint type described below under "Linear Polyurethane Coatings."

Contractor must submit 1 set of 8" x 10" for approval by the District and the District's representative.) non-returnable samples of each custom and standard color and finishes on actual materials as listed in Color Schedule.

G. Supplementary Product Literature

Within 14 days of award of contract, the Sign Fabricator will furnish the contract Administrator manufacturer's literature describing the general properties of each product to be used in the work.

H. Warranty

1. **Signing Warranty** - The Contractor must submit for Contract Administrator's documentation the 5-year written warranty, signed by the Contractor and Installer agreeing to repair or replace work, which has failed as a result of defects in materials or workmanship. Contractor is responsible for acquiring the authorization necessary to provide manufacturer's warranty for all materials (3M Scotchlite/Scotchcal). Upon notification of such defects, within the warranty period, the Contractor will make the necessary repairs or replacement at the convenience of the Contract Administrator.

2. **Linear Polyurethane Paint Factory Finish Warranty** - The Contractor must submit for Contract Administrator's documentation the 5-year written warranty, warranting that the factory-applied linear polyurethane finishes will not develop excessive fading or excessive non-uniformity of color or shade, and will not crack, peel, pit, corrode or otherwise fail as a result of defects in materials or workmanship within the following defined time limits. Upon notification of such defects, within the warranty period, the Contractor will make the necessary repairs or replacement at the convenience of the Contract Administrator.

"Excessive Fading"

A change in appearance, which is perceptible, as determined by the Contract Administrator, when visually compared with the original color range standards.

"Excessive Non-Uniformity"

Non-uniform fading to the extent that adjacent panels have a color difference greater than the original acceptable color range.

"Will not Pit, or Otherwise Corrode"

No pitting or other type of corrosion, discernible from a distance of 10' (3m) resulting from the natural elements in the atmosphere at the project site.

All pre-formulated and pre-approved linear polyurethane paint to be from:

Matthews Paint
750 Pittsburgh Drive
Delaware, OH 43015
Telephone (800) 323-6593
Fax (800) 947-0377

OR
Approved Equal

29. FINISHING MATERIALS

A. Linear Polyurethane Coatings - The Contractor must provide the following or approved equal as acceptable to the District.

Acrylic Linear Polyurethane Enamel

2-component, acrylic aliphatic isocyanate/acrylic polyurethane having ultra-violet inhibitors and engineered for application to sign components.

Primer for Steel

Two part component primer: One coat primer equal to or exceeding quality of Matthews 74-734 and 74-735 Metal Pre-treat at .25 mils dry film thickness or Wyandotte/Akzo Grip Guard Was Primer (2AFY-31284) with Grip Guard Wash Primer Hardener (10AFK-31285) combined and applied per manufacturers' specifications and pre-formulated paint system.

Primer for Aluminum

Two part component primer: One coat primer equal to or exceeding quality of Matthews 74-734 and 74-735 Metal Pre-treat at .25 mils dry film thickness or one coat of Matthews 74-793 Spray Bond at .15 to .25 mils dry film thickness Wyandotte/Akzo Grip Guard Was Primer (2AFY-31284) with Grip Guard Wash Primer Hardener (10AFK-31285) combined and applied per manufacturers' specifications and pre-formulated paint system.

B. Silk Screening Materials - The Contractor must provide photo processed screening, arranged to furnish sharp and solid images without edge buildup or bleeding of the coating. Pattern-cut screens may be used for non-repeat copy, provided that final image copy is equal to photo screen quality. Provide only weather-resistant coating materials, compatible with the intended substrates.

C. Vinyl Die-Cut Graphics - The Contractor must use pressure sensitive non-yellowing, non-peeling and weather resistant standard/ flexible sheeting such as 3M Products, or approved equal with screened or painted colors. See Color Schedule for exact specifications.

30. SIGN PANEL GRAPHICS

A. Full -Size Prints

1. A full-size photocopy of the art in place shall represent all items noted as "use camera-ready art". Provide the District and the District's representative full-size prints of each panel for approval. The purpose of this step is to assure the accuracy of message spelling, letter and word spacing, line breaks, typeface and size, and graphics.

2. If necessary, provide corrected prints of each panel rejected by the Contract Administrator.

31. FABRICATION OF SIGNS AND SUPPORTS

- A. **General** - The contractor must provide custom manufactured sign assemblies, components completely fabricated and finished before delivery to the site; construct to accurate detail and dimensions as shown and as reviewed on shop drawings; fit and assemble the work at the shop to the greatest extent possible, and mark the components as required to facilitate assembly during installation. Exposed fasteners on finished surfaces will not be allowed, unless specifically indicated. Waviness and oil canning of surfaces is not acceptable. Minimum material thickness is to be .25 unless otherwise noted or accepted by the District.
- B. **Seams and Joints**
Added joints shall be ground filled and finished flush and smooth with adjacent work. Such seams shall be invisible and after final finish has been applied. Spot welded joints shall not be visible on exterior of signs after final finish has been applied. No gaps, light leaks, waves or oil canning will be permitted in work.
- C. **Metal sign and Supports**
Fabricate exposed surfaces uniformly flat and smooth, without distortion, pitting or other blemishes. Form exposed metal edges to a smooth radius. Grind exposed welds and rough areas to make flush with adjacent smooth surfaces.
 1. **Welding**
Make welds continuous. Comply with American Welding Society, Aluminum Association, and Copper Development Association standards for the type of metal. Provide the alloy and type required for strength, workability, compatibility, and color match after grinding smooth and finishing the fabricated product.
 2. **Fasteners**
Use exposed fasteners only where indicated. Perform drilling and tapping at shop. Provide adhesive, sealant, and other necessary materials as best suited for the purpose.
 3. **Dissimilar Materials**
Where metal surfaces will be in contact with dissimilar materials, coat the surfaces with epoxy paint or provide other means of dielectric separation as recommended by manufacturer to prevent galvanic corrosion. Separate all ferrous and non-ferrous metals with non-conductive gaskets, provide stainless steel fasteners to secure ferrous and non-ferrous metals.

D. Hardware

Provide all incidental hardware necessary for the proper functioning of signs. External hardware shall conform to the external appearance of the sign, and be tamper-proof.

E. Casting

Exposed surfaces must be uniformly free from porosity and roughness. Edges must be filled and ground smooth. Faces must be chemically etched and mechanically polished for specified finish.

F. Galvanizing

Provide for steel components in exterior construction, and where noted to be galvanized. Complete shop fabrication prior to application of the zinc coating. Remove mill scale and rust, clean and pickle the units as required for proper pre-treatment of the surfaces.

G. Footings

Contractor shall provide engineered concrete foundations and footings to meet requirements of applicable building codes. For signs located in existing paved areas, exposed surface of footing shall match adjacent paving.

I. Design Wind Load

Provide sign assemblies designed, tested and installed, to withstand positive and negative wind loads per site requirements approved by licensed engineer.

H. Structural Calculations

Submit for information. Furnish engineering calculations to show that maximum stress and deflection of signs and sign support system do not exceed specified performance requirements under full design loading. Calculations shall be prepared and sealed by an engineer licensed in the state where project is located.

32. SHOP APPLICATION OF SIGN FINISHES

A. Linear Polyurethane Finishes

Clean the surfaces as required for proper adhesion of coating. Use 3M Co. "Scotch Brite" pads with cleanser and water, and /or chemically treat as recommended by paint manufacturer to remove deleterious film or residue.

1. Primer

Provide in strict accordance with the paint manufacturer's recommendations as required for proper adhesion and application of finish.

2. Linear Polyurethane Paint

Provide pre-treatment and primer in accordance with manufacturer's recommendation.

3. Clear Linear Polyurethane Finish

Provide pre-treatment, primer, and gloss finish coatings in accordance with manufacturer's recommendations. Apply 1.5 to 2.0 mils dry film thickness. Apply in 2.0 mils dry film thickness as recommended by manufacturer. Color and sheen to match custom sample provided by the District.

33. APPLICATION OF GRAPHICS

A. Preparation

Surfaces to receive the graphic marking shall be clean, dry, and otherwise made ready for the application of the materials. Accurately measure and lay out the required marking configuration as indicated on drawings.

B. Sign Graphics

Provide letters, numerals, symbols, and other graphics markings, using the finish materials shown. Apply the graphics neatly, uniformly proportioned and spaced, and accurate within the dimensions indicated. Prepare the substrate and apply finish materials in accordance with manufacturer's instructions.

C. Vinyl, Die-Cut and Pattern-Cut

Permanently bond to sign panel in strict accordance with manufacturer's instructions. Make uniformly smooth and free from bubbles, wrinkles, stretching and blemishes.

D. Painted or Silk-Screened Graphics

Comply with coating manufacturer's application instructions. Provide proper type of primer to suit each substrate and obtain a permanent bond. Verify compatibility of each substrate with the coating to be used in the Work. Apply the markings with neat edges, minimum 3 mils (0.075 mm) dry film thickness and as required to obtain solid markings without voids.

34. QUALITY ASSURANCE

A. General

The Contractor shall be responsible for the quality of all materials and workmanship required for the execution of this contract including materials and workmanship of any firm or individual who act as Contractor's subcontractor. Contractor shall be responsible for providing up-to-date design drawings, specifications, sign message schedule, etc...to all subcontractors.

All work under this Contract shall be performed by skilled craftsmen under supervision of trained foremen, experienced in the trade or craft required to accomplish the Work and produce a product of high quality. The Contractor shall guarantee all materials and workmanship for one (1) year after the date of acceptance of Work by the Contract Administrator.

Written dimensions on drawings have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions shown by these drawings. Contract Administrator must approve shop details prior to fabrication.

Contract Administrator shall be notified prior to fabrication by Contractor of any discrepancies in drawings or message schedule, in-filed dimensions or conditions and/or changes required in construction details.

The contractor shall provide all bolts, and anchors, support, braces, connections, and other items necessary for completion of the work. The Contractor shall form signs to shape and size with sharp lines and angles. Drill holes for bolt or screw fasteners shall have clean, true lines and surfaces.

Exposed surfaces of work shall have a smooth finish, free of blemishes. Where tight fit is required, make joints to a close fit. Accurately set work to established line and elevations and securely fasten in place. Execute and finish work in accordance with approved drawings, cuts, details, and samples. Visible screw heads and fasteners shall occur only at locations indicated on the drawings and approved submittals. Ensure that all edges and corners of finished structure, metal and graphics are true and clean.

Contractor may not manufacture, reproduce, or exhibit these designs, or modify them for any other purpose outside of this current contract without written approval of Contract Administrator.

B. Work-In-Progress Approval

Provide a work-in-progress sign for each sign type contained for approval by Contract Administrator. Schedule a viewing of the signs at the factory or shop so that Contract Administrator may examine work, and any necessary adjustments make, prior to commencing fabrication of signs necessary for the completion of the project. Adjust unsatisfactory items as directed. When accepted, these work in progress signs shall serve as the standard materials, workmanship, and appearance for such Work throughout the project.

35. INSTALLATION OF SIGNS

A. General

Complete installation shall be in accordance with the manufacturers' printed instructions and accepted shop drawing, to produce Work complying with Contract Documents.

B. Erection of Signs

Set and attach the Work accurately in location, alignment and elevation, plumb, level and true, as measured from established reference points and from other Work already in place. Fit components accurately together to form tight joints and secure connections. Coordinate with other trades as necessary, if applicable.

C. Adjusting

Neatly repair minor blemishes or marring on finished surfaces so that repairs are imperceptible. Completely replace components having permanent non-removable scratches, stains, or other defacement.

D. Cleaning

Upon completion of the Work, remove unused materials, debris, containers and equipment from the project site. Remove protective coverings and clean the exposed surfaces of the work to remove dirt, stains and other substances, by methods as recommended by manufacturer.

E. Protection and Maintenance

Protect the Work during the contract period. Contractor shall maintain signs for duration of contract against any destruction or damage due to vandalism and theft. Leave the Work clean and free from defects at time of Contract Administrator's acceptance.

F. Final Walk-Through and Punch-list

A Final walk-through will be held with Contract Administrator to review the finished installation. Contractor will prepare a punch-list of all items requiring modifications. Contract Administrator reserves the right to reject all or part of a sign that does not correspond to Design Drawings and specifications or the approved shop drawings, lettering patterns, samples, etc...

G. Guarantee

Contractor to provide full guarantee of all workmanship, materials, equipment, etc... of this installation for a period of one (1) year after the Contractor Administrator's acceptance. Contractor shall replace/repair any defective work within seventy-two (72) hours after notification by Contract Administrator, throughout the duration of this period. Contractor shall execute the Warranty/Guarantee form supplied by Contract Administrator.

H. Fabrication Errors

If the Sign Fabricator has made an error in copy, color, material, quality, etc, these errors must be corrected within 72 hours of Contract Administrator's observation of error (at no additional cost to the District). Contract Administrator will notify the Sign Fabricator with a written punch list as errors are discovered.

I. Extra Materials

The Contractor must provide extra materials for maintenance and replacement of damaged signs. Extra materials should include five percent (5%) of the total number of panels, star base plates, finials, small collars, caps, stabilizer poles, brackets, medium collars, posts, large collars, sleeves, internal sleeves and internal base-plates. These extra materials are to be stored by the DDOT.

36. PCC FOOTING, ITEM 703 002

A. Description

Work consists of furnishing Portland cement concrete, reinforcing steel, materials, labor, tools, equipment, and incidentals necessary for the construction of P.C.C. footings for all ground mounted signposts. Necessary excavation and backfill are included in this item of work and shall meet the requirements of Section 203.

B. Material

Sections 812.02 Reinforcing Steel and 817 Portland Concrete applies.

C. Measure

The unit of measure for P.C.C. Footing shall be the cubic yard. The number of cubic yards will be determined from the dimensions shown on the design plans.

D. Payment

Payment will be made at the contract price per cubic yard, which payment will include all labor, equipment, and incidentals necessary to complete the work.

In 703.25 in the fourth line of the third paragraph delete "except for reinforcing steel" and replace with "including excavation, backfill, and reinforcing steel"

37. 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.

38. CONTRACT TYPE

In accordance with Title 287 DCMR, Chapter 24, the contract type shall be a requirements contract. The contract will be a 6 month period with two 6 month extensions.

39. PROTESTS

Any actual or prospective bidder, offerer or contractor who is aggrieved in connection with the solicitation or award of the contract, must file with the DC Contract Appeal Board (Board) a protest no later than ten (10) business days after the basis of the 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 at the time 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, 717 14th Street, N.W., Suite 430, Washington, DC 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for solicitation.

40. DISPUTES

7. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

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

19. All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- 1 A description of the claim and the amount in dispute;
- 2 Any data or other information in support of the claim;
- 3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- 4 The Contractor's request for relief or other action by the contracting officer.

(b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;

- (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- C. Claims by the District against a Contractor
- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (b) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
 - (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- 5 This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

The Contractor shall arrange for additional employee parking and storage space, if necessary, at his own expense and responsibility and at no additional expense to the District.

41. CONTRACT ADMINISTRATION

Contracting Officer: Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The contracting officer is the only District official authorized to contractually bind the District. The contracting officer is the Contracting Officer (CO), Department of Transportation, 55 M Street, SE, 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 change at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

Contracting Officer's Technical Representative (COTR): The COTR for this contract will be Charles Stewart, 1338 G Street, S.E. (Rear), Telephone No. (202) 576-3126.

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

- 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 contact;
- B. Coordinating site entry for Contractor personnel, if applicable;
- C. 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
- D. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

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

- 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 and 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 contract 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 for items under this contract unless a purchase order has been issued. The participating agency shall be the Department of Transportation.

Invoices shall be submitted in duplicate to the D.C. Department of Transportation, Office of the Chief Financial Officer, Customer Care Division, 55 M Street S.E., 7th 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.

42. UTILITY STATUS:

The District of Columbia Division of Transportation maintains coordination with the public utility companies during the preliminary engineering and the construction phases of the project. The Contractor shall be required to maintain and continue this coordination throughout the construction of the project. Construction delays as a result of inadequate coordination shall be the Contractor's responsibility.

- Involvement and coordination with utility companies consists of the following:
- Adjustment and resetting of utility manholes and manhole frames respectively to new grades.
- Location and verification of existing utility lines (as shown on the plans).

Removal or temporary relocation of existing lighting systems, temporary lighting, and permanent lighting. PEPCO will furnish and install power feeders, the distribution cables and lamps for the roadway lighting systems.

43. UTILITY PROTECTIVE ALERT:

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
"Miss for Utility" Wash, Gas Light Co., Verizon, PEPCO, AT&T	800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
DC Water and Sewer Authority	612-3400	Water mains and Sewers
DDOT	442-4549	Fire Alarm electrical systems
	671-2710 (day) 727-6161 (night) 698-3677	Street lighting inspection Traffic signal systems

44. PRE-BID CONFERENCE:

Prospective bidders are invited to attend a meeting to discuss the proposed work under this contract. The meeting will be held at 55 M Street, S.E. Washington, D.C. 20003. Bidders will be notified of the room number, date and time by Addendum.

Representative of the Department will be available to answer questions relative to the work. Bidders who expect to attend should inform the Department before the meeting date. Any pertinent data 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 before the bid should be brought out during this meeting

45. DDOT TITLE VI ASSURANCE:

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

(1) COMPLIANCE WITH REGULATIONS

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the "Regulations"), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

(2) NON-DISCRIMINATION

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

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

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

(4) INFORMATION AND REPORTS

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) SANCTIONS FOR NON-COMPLIANCE

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

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

(6) INCORPORATION OF PROVISIONS

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

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

46. 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.

47. 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, S.E., 7th Floor

Washington, D.C. 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 of Transportation and the Federal Highway Administration.

SUBCONTRACTOR APPROVAL REQUEST

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A--SPECIAL PROVISIONS

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

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

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

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

3. **Equal Employment Opportunity Officer.** The contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.
4. **Dissemination of Policy**
 - a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
 - b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
 - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

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

5. **Recruitment**

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

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

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

classification to determine any evidence of discriminatory wage practices.

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

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 **None (0)**.

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 that 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 employee 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 Contractor's 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 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 US 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 US Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable 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 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 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 classifications 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 Department 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 period reports documenting his/her performance under this Training Special Provision.

(40 FR 28053, July 3, 1975. Correctly redesignated at 46 FR 21156, April 9, 1981.)

Revised 8/88

**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,



Matthew Brown
Acting 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, 3rd floor

Washington, DC 20003

(202) 299-2190

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. 3rd 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

Ms. Tammy Paige-Sterling, DBE Program Assistant

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

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION PROGRAM:

Submission by the contractor and all subcontractors of an Affirmative Action Plan, is a requirement of this contract. These Affirmative Action Plans must be received by the Contracting Officer, Office of Contracting and Procurement, District Department of Transportation, 55th M Street, S.E. 7th Floor, Washington, DC 20003 within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsible.

APPLICABILITY OF LAW REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Provision of Section 230, Title 23, United States Code applies to this federally aided contract. Sections 102.04, 103.02(E) and (H) of the Standard Specifications for Highways and Structures dated 2009 do not apply. All references to Mayor's Order 85-85 should be disregarded.

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 a least \$500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 36-404 (1988)).

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, DC Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."

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.

EMPLOYMENT OF THE HANDICAPPED:

The contractor and all subcontractors agree not to discriminate against any handicapped person who is qualified to perform the job and also agrees to take Affirmative Action to hire, recruit, train and upgrade qualified handicapped persons without discrimination.

UTILIZATION OF MINORITY BANKING INSTITUTIONS:

All prime and subcontractors are encouraged to use the services of banks and other financial institutions owned and controlled by minorities and females.

MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORTS:

Submission of Monthly Equal Employment Reports (Form AARU-102) to the Contracting Officer is a requirement of this contract. These reports are due on the last working day of each month at the following address:

District of Columbia Government
Department of Transportation
Office of Contracting and Procurement
55th M Street, S.E., 7th Floor
Washington, DC 20003

Prime contractors are responsible for timely submission of these reports from all their subcontractors. Failure to comply with this requirement may delay partial payment voucher processing.

CONTRACT NO.

**DISTRICT DEPARTMENT OF TRANSPORTATION
MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT**

1. REPORTING PERIOD

FROM / / TO: / /

This report is required by the District Department of Transportation pursuant to Equal Employment Opportunity requirements of the referenced contract. Failure to report may result in suspension of payments under this contract.

2. PROJECT NAME, LOCATION AND % COMPLETED

3. CONTRACTOR'S NAME:

MINORITY SUB NON-MIN PRIME

4. CONTRACT AMOUNT

\$ _____

5. CONSTRUCTION TRADE	6. WORK-HOUR OF EMPLOYMENT												9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES			
	6a. TOTAL ALL EMPLOYEE BY TRADE		6b. BLACK (Net of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE						
	M	F	M	F	M	F	M	F	M	F			M	F				
	Journey Worker																	
	APPRENTICE																	
	Helper/Laborer																	
	SUB-TOTAL																	
	Journey Worker																	
	APPRENTICE																	
	Helper/Laborer																	
	SUB-TOTAL																	
	Journey Worker																	
	APPRENTICE																	
	Helper/Laborer																	
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	Helper/Laborer																	
	SUB-TOTAL																	
	Journey Worker																	
	APPRENTICE																	
	Helper/Laborer																	
	SUB-TOTAL																	
	TOTAL JOURNEY WORKERS																	
	TOTAL APPRENTICES																	
	TOTAL HELPERS/LABORERS																	
	GRAND TOTAL																	

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (include area code)

13. DATE SIGNED

14. PAGE 1 OF 2

FORM AASU-102 (04/04/94) R (Revised 07/02)

PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION

INSTRUCTIONS FOR FILING MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT (AARU-102)

The Monthly Equal Employment Opportunity Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit this report for each project work force and collect and submit reports for each subcontractor's project work force to the Contracting Officer, Department of Transportation. Additional copies of this form may be obtained from the Department of Transportation, Telephone No. 202/671-2270.

Compliance Agency	D. C. Government agency assigned responsibility for equal opportunity. (Secure this information from the contracting agency responsible for the construction project.)
Contracting Agency	D. C. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with D. C. Government or a contract funded in whole or in part with D. C. Government funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders--both men and women.
1. Reporting	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
2. Project	Project name, location(s), contract number and percent completed. List ward in which project is located.
3. Contractor	Contractor's name and address. Check appropriate boxes--minority or non-minority, prime or sub.
4. Contracting Agency	Name(s) of contracting agency(s) funding or supervising project. List contract amount for each contract.
5. Construction Trade	Only those construction trades which contractor employs on this project.
6. Work-Hours of Employment(a-e)	a: The total number of male hours and the total number of female hours worked by employees in each classification. b-e: The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Helper/Laborer).
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a, (F divided by the sum of the number of reported in 6a M and F).
9. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's project work force during reporting period.
10. Total Number of Minority Employees	Total number of male minority employees and total number of female minority employees working in each classification in each trade in contractor's project work force during reporting period.

General Decision Number: DC140001 05/30/2014 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
5	05/09/2014
6	05/16/2014
7	05/23/2014
8	05/30/2014

* ASBE0024-001 10/01/2013

	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	13.76

* ASBE0024-002 10/09/2013

	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	5.46

* ASBE0024-005 10/01/2013

	Rates	Fringes
Fire Stop Technician.....	\$ 26.06	5.90

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 openings.

BOIL0193-001 01/01/2014

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

BRDC0001-001 05/04/2014

	Rates	Fringes
Bricklayer.....	\$ 29.17	8.61

BRMD0001-004 05/04/2014

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 36.08	8.78

CARP0132-001 05/01/2013

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

CARP1831-001 04/01/2013

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

CARP2311-002 05/01/2013

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

ELEC0026-001 11/04/2013

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

ELEC0070-001 05/06/2013

	Rates	Fringes
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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

ENGI0077-001 05/01/2013

	Rates	Fringes
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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 driving engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom trucks, 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), asphalt spreaders, bullfloat finishing machines, concrete finishing 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, oilers.

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 per hour premium over Group One.

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 Tire 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.

ENGI0077-003 07/01/2013

	Rates	Fringes
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, Concrete 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's
Birthday, Decoration Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day, Christmas Day and Martin
Luther King's Birthday.

IRON0005-001 06/01/2013

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

IRON0201-001 05/01/2012

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 26.50	16.68

LABO0657-003 06/01/2013

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.82	6.97
GROUP 2.....	\$ 23.19	6.97
GROUP 3.....	\$ 23.39	6.97
GROUP 4.....	\$ 23.57	6.97
GROUP 5.....	\$ 24.07	6.97
GROUP 6.....	\$ 24.72	6.97
GROUP 7.....	\$ 25.34	6.97
GROUP 8.....	\$ 26.17	6.97

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed
feeder, demolition laborers, including salvaging all material,
loading, cleaning up, wrecking, dumpmen, flagmen, fence
erector and installer (other than chain link), including
installation and erection of fence, guard rails, medial rails,
reference posts, guide posts and right-of-way markers, form
strippers, general laborers, railroad track laborers, riprap
man, scale man, stake jumper, structure mover, includes
foundation, separation, preparation, cribbing, shoring,
jacking and unloading of structures, water nozzleman, timber
bucker 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, tile
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, power 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 men, shorer and lagger, creosote material handler, corrosive enamel or equl, 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 culvert 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 drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen 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 type)

GROUP 8: Licensed powdermen.

LABO0657-004 06/01/2013

	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.....	\$ 18.68	6.97
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 22.10	6.97

LABO0657-005 06/01/2013

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 23.65	6.97
GROUP 2.....	\$ 24.40	6.97
GROUP 3.....	\$ 26.30	6.97

GROUP 4.....\$ 27.11 6.97
 LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters 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 Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers- Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 06/01/2013

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure Work Period		
(Pounds)	(Hours)	
1-14	7.....\$ 31.20	6.97
14-18	6.....\$ 36.71	6.97

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

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

LABO0657-008 06/01/2013

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.97	6.97
Scaffold Builders,		
Mortarmen.....	\$ 16.92	6.97

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

MARB0003-001 07/01/2013

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 25.78	9.72

MARB0003-004 07/01/2013

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

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

PLAS0891-001 02/01/2014

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

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

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.

 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.

 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

 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.

 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

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

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 clauses (29CFR 5.5 (a) (1) (ii)).

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 alphabetical 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: SULA2004-007 5/13/2010. 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.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests 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, an 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 final.

END OF GENERAL DECISION

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 (0) shall be in the following classifications:

<u>CRAFT</u>	<u>NUMBER</u>
None	0

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-Construction Contract Branch 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-Construction Contract Branch.

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 an 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.