

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF TRANSPORTATION

INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION



INVITATION FOR BIDS AND SPECIFICATIONS

INVITATION NO. DCKA-2014-B-0047

**PROJECT: STORMWATER & DRAINAGE IMPROVEMENTS AT
VARIOUS LOCATIONS-CITYWIDE**

F.A.P. NO.: N/A

Bids Will Be Publicly 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 **JUNE 27, 2014** At **2:00 p.m.**

SOLICITATION, OFFER, AND AWARD		1. Caption Stormwater & Drainage Improvements at Various Locations, Citywide		Page of Pages 1 / 143	
2. Contract Number	3. Solicitation Number DCKA-2014-B-0047	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> SBE Designated Category:	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7th Floor Washington, DC 20003		8. Address Offer to: District Department of Transportation Office of Contracting & Procurement Bid Room 55 M Street SE 4th Floor Washington, DC 20003			

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **1** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **55 M Street, SE, 4th Floor** until **2:00 p.m.** local time **June 27, 2014**
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Josephine Barrett-White	B. Telephone		C. E-mail Address josephine.barrett-white@dc.gov
	(Area Code) 202	(Number) 671-2287	(Ext)	

11. Table of Contents

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** calendar days from the date for receipt of offers specified above to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone	(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Courtney B. Lattimore, Deputy Chief Contracting Officer	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement (the "District"), on behalf of the District Department of Transportation (DDOT) is seeking the services of a contractor to provide all labor, materials and equipment for citywide Stormwater and drainage improvements at various locations within the District of Columbia.

B.2 REQUIREMENT CONTRACT

B.2.1 The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. The estimate quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to fill all such orders.

B.2.2 Delivery or performance shall be made only as authorized in accordance with the Ordering clause. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.2.3 There is a maximum limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.2.4 Any order for repair or replacement issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after date of award.

B.2.5 In its bid, the Contractor's proposed fixed unit prices and firm fixed prices for each CLIN must be fully loaded, including all overhead elements and profit, if any.

B.3 BIDDER’S AUTHORIZATION TO EXTEND CONTRACT

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- B.3.1** If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B.3.2** Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B.3.3** A negative reply will not adversely affect consideration of your bid/proposal.
- B.3.4** It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- B.3.5** Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- B.3.6** The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

- | | |
|---|---|
| <input type="checkbox"/> Alexandria, Virginia | <input type="checkbox"/> Loudoun County Sanitation Authority |
| <input type="checkbox"/> Alexandria Public Schools | <input type="checkbox"/> Manassas, Virginia |
| <input type="checkbox"/> Alexandria Sanitation Authority | <input type="checkbox"/> Manassas Park, Virginia |
| <input type="checkbox"/> Arlington County, Virginia | <input type="checkbox"/> MD-National Cap Park & Planning Comm. |
| <input type="checkbox"/> Arlington County Public Schools | <input type="checkbox"/> Metropolitan Washington Airports Auth |
| <input type="checkbox"/> Bowie, Maryland | <input type="checkbox"/> Metropolitan Wash Council of Governments |
| <input type="checkbox"/> Charles County Public Schools | <input type="checkbox"/> Montgomery College |
| <input type="checkbox"/> College Park, Maryland | <input type="checkbox"/> Montgomery County, Maryland |
| <input type="checkbox"/> Culpeper County, Virginia | <input type="checkbox"/> Montgomery County Public Schools |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Prince George’s County, Maryland |
| <input type="checkbox"/> District of Columbia Courts | <input type="checkbox"/> Prince George’s Public Schools |
| <input type="checkbox"/> District of Columbia Public Schools | <input type="checkbox"/> Prince William County, Virginia |
| <input type="checkbox"/> District of Columbia Water & Sewer Auth. | <input type="checkbox"/> Prince William County Public Schools |
| <input type="checkbox"/> Fairfax, Virginia | <input type="checkbox"/> Prince William County Service Authority |
| <input type="checkbox"/> Fairfax County, Virginia | <input type="checkbox"/> Rockville, Maryland |

____ Fairfax County Water Authority
____ Falls Church, Virginia
____ Fauquier County Sch & Government, VA
____ Frederick, Maryland
____ Frederick County, Maryland
____ Gaithersburg, Maryland
____ Greenbelt, Maryland
____ Herndon, Virginia
____ Loudoun County
____ Loudoun County Public Schools

____ Spotsylvania County Schools
____ Stafford County, Virginia
____ Takoma Park, Maryland
____ Upper Occoquan Sewage Authority
____ Vienna, Virginia
____ Wash Metropolitan Area Transit Authority
____ Washington Suburban Sanitary Commission
____ Winchester, Virginia
____ Winchester Public Schools

Vendor Name/ Revised 5/14/14

B.4 PRICE SCHEDULE

The price schedule follows on the next page.

B.5 A bidder responding to this solicitation must submit with its bid a notarized statement detailing any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SCHEDULE OF ITEMS

DATE:
REVISED:

CONTRACT ID: KA2014B0047

PROJECT(S): DCKA2014B0047
DCKA2014B0047-1
DCKA2014B0047-2
OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
BASE YEAR						
0010	108002 Mobilization	LUMP	LUMP			.
0020	202002 Common Excavation	4000.000				.
0030	202004 Hard Surface Pavement Excavation	300.000				.
0040	204002 Embankment Fill	250.000				.
0050	204004 Borrow Embankment Fill	250.000				.
0060	207002 Trench Excavation and Backfill	500.000				.
0070	207006 Gravel for Trench Undercut	300.000				.
0080	207008 Borrow Trench Backfill	200.000				.
0090	209002 Aggregate Base Course	1000.000				.

SCHEDULE OF ITEMS

DATE:
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PROJECT(S): DCKA2014B0047
DCKA2014B0047-1
DCKA2014B0047-2
OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	209004 Aggregate Base Course for LID #57 stone SEE GREEN INFRASTRUCTURE STANDARDS 2013	1500.000 CY	.		.	
0110	209006 Aggregate Base Course for LID #8 stone SEE GREEN INFRASTRUCTURE STANDARDS 2013	1500.000 CY	.		.	
0120	212002 Test Pit	25.000 EACH	.		.	
0130	302002 Valve Casing	5.000 EACH	.		.	
0140	305002 Ductile Iron Pipe, 4 Inch	25.000 LF	.		.	
0150	306006 Gate Butterfly Valve, 9 Inch INCIDENTAL CONSTRUCTION SPECIAL ITEM -EACH- 316 009 CHECK VALVE 4 -8 INCH	5.000 EACH	.		.	
0160	309002 Sewer Manhole on Sewer 48 Inch and Less Dia.	100.000 VLF	.		.	
0170	310002 F&I Standard Basin	2.000 EACH	.		.	
0180	310004 F&I Standard Double Basin	10.000 EACH	.		.	

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OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0190	|310008 Basin Connect PCC Pipe, Class III, 15 Inch	500.000				
	| LF		.		.	
0200	|310016 Type S Basin	1.000				
	| EACH		.		.	
0210	|310018 Double Type S Basin	5.000				
	| EACH		.		.	
0220	|310020 Triple Type S Basin	1.000				
	| EACH		.		.	
0230	|311002 Adjust Sewer-Water-Utility Manhole Frame	10.000				
	| EACH		.		.	
0240	|311004 Reset Sewer-Water-Utility Manhole Frame	5.000				
	| EACH		.		.	
0250	|311006 Adjust Drop Inlet Frame	10.000				
	| EACH		.		.	
0260	|311008 Reset Drop Inlet Frame	1.000				
	| EACH		.		.	
0270	311010 Adjust Standard Basin Top	10.000				
	EACH		.		.	
0280	311014 Furnish Inlet Frame and Grate	10.000				
	EACH		.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0290	311016 Furnish Sewer-Water Manhole Frame	2.000 EACH	.		.	
0300	311018 Furnish Basin Top	10.000 EACH	.		.	
0310	311020 Manhole Adapter Ring	50.000 EACH	.		.	
0320	311026 Replace Existing Basin with Double Basin	5.000 EACH	.		.	
0330	311028 Replace Existing Basin with Triple Basin	2.000 EACH	.		.	
0340	311030 Replace Existing Basin w Double Type "S" Basin	5.000 EACH	.		.	
0350	312002 Replace Sewer-Water Manhole Frame	5.000 EACH	.		.	
0360	312004 Replace Conical Shaped Water Valve Casing	1.000 EACH	.		.	
0370	312006 Replace Standard Basin Top	5.000 EACH	.		.	
0380	314004 PCC Pipe, Class III, Gasket, 15 Inch	500.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0390	314006 PCC Pipe, Class III, Gasket, 18 Inch	300.000 LF	.		.	
0400	328002 Clean Storm Sewer Structure SEE STANDARD 328.03	20.000 EACH	.		.	
0410	328004 Clean Storm Sewer Connecting Pipe SEE STANDARD 328.03	750.000 LF	.		.	
0420	400009 Asphalt Construction Special Item -LF - OPEN GRADED FRICTION COURSE ASPHALT	300.000 LF	.		.	
0430	402002 HMA Base Course, 19 mm	800.000 TON	.		.	
0440	402004 HMA Base Course, 25 mm	800.000 TON	.		.	
0450	402010 HMA Surface Course, 12.5 mm	600.000 TON	.		.	
0460	403002 Tack Coat	20000.000 SY	.		.	
0470	407004 Asphalt Patching, HMA Surface Course, 9.5 mm	250.000 TON	.		.	
0480	409002 Asphalt Bike Path	500.000 TON	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0490	415004 Porous asphalt pavement surface course	500.000 TON	.	.	.	.
0500	501008 Reinforced PCC Pavement, 10 Inch	100.000 CY	.	.	.	.
0510	501014 Reinforced PCC Pavement, 8 Inch	500.000 SY	.	.	.	.
0520	503002 Reinforced PCC Alley, 6 Inch	300.000 SY	.	.	.	.
0530	504006 PCC Driveway-Alley Entrance, 7 Inch	25.000 CY	.	.	.	.
0540	505030 Anchor Bolts - Paving	250.000 EACH	.	.	.	.
0550	506002 PCC Bus Stop Pad	25.000 CY	.	.	.	.
0560	506004 PCC Median Strip	100.000 CY	.	.	.	.
0570	506008 PCC Pedestrian Island	25.000 CY
0580	507016 PCC Edge restraint for permeable paving	25.000 CY

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0590	507022 Pervious PCC Pavement, 8 inch SEE GREEN INFRASTRUCTURE STANDARDS, 2013	1000.000 SY	.	.	.	.
0600	507120 Pervious PCC Pavement, 6 inch GUTTER PAN - SEE S.P. GI-2A (5' X 2.5')	750.000 SY	.	.	.	.
0610	507120 Pervious PCC Pavement, 6 inch S.P. GI-2A PANEL SIZE 5' X 4' OR 5' X 8'	750.000 SY	.	.	.	.
0620	600027 Incidental Construction Special Item - SY - IMPERMEABLE LINER - PVC GEOMEMBRANE	500.000 SY	.	.	.	.
0630	601004 Underdrain Pipe, 6 Inch	1500.000 LF	.	.	.	.
0640	601006 Underdrain Pipe, 8 Inch	250.000 LF	.	.	.	.
0650	601010 Underdrain Connect Pipe, 6 Inch	250.000 LF	.	.	.	.
0660	601012 Underdrain Connect Pipe, 8 Inch	250.000 LF
0670	601018 Underdrain Pipe Risers UNDERDRAIN PIPE RISER 4" - 6"	25.000 VLF

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0680	604004 Chain Link Fence, 6 Ft. Ht.	50.000 LF	.		.	
0690	604060 Ornamental Safety Fence FURNISH AND INSTALL ORNAMENTAL FENCE ITEM 604 06	25.000 LF	.		.	
0700	605006 PCC Sidewalk, 4 Inch	750.000 SY	.		.	
0710	605018 Repair-Replace PCC Sidewalk, 4 Inch	1000.000 SY	.		.	
0720	605022 Repair-Replace Exposed Aggregate PCC Sidewalk	50.000 SY	.		.	
0730	605034 Brick Sidewalk Repair on PCC Base	250.000 SY	.		.	
0740	605038 Block Sidewalk Repair on PCC Base	100.000 SY	.		.	
0750	605042 Porous Rubber Sidewalk RUBBERIZED SIDEWALK ITEM 608 015	250.000 SY	.		.	
0760	605046 Permeable Interlocking Brick Pavers SEE DDOT GREEN INFRASTRUCTURE STANDARDS 2013	750.000 SY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0770	606004 PCC Curb and/or Gutter	50.000 LF	.		.	
0780	606020 PCC Circular Curb and Gutter	40.000 LF	.		.	
0790	606034 PCC Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.		.	
0800	606040 PCC Circular Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.		.	
0810	606052 Repair-Replace PCC Curb and/or Gutter	50.000 CY	.		.	
0820	606054 Repair-Replace PCC Circular Curb and/or Gutter	50.000 CY	.		.	
0830	606058 Furnish& Set 5"x12" Granite Circ. Curb, Radius Under 10 Ft.	50.000 LF	.		.	
0840	606060 Furnish&Set 5"x12" Granite Circular Curb Radius 10-100 Ft.	100.000 LF	.		.	
0850	606062 Furnish&Set 5"x12" Granite Circular Curb Radius Over 100 Ft	100.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0860	606064 Furnish and Set 8"x12" Granite Straight Curb	400.000 LF	.	.	.	.
0870	606066 Furnish&Set 8"x12" Granite Circular Curb Radius Under 10Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS <10FT ITEM 609 017	1.000 LF	.	.	.	.
0880	606068 Furnish&Set8"x12"Granite Circular Curb Radius10-100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANIT E CURB RADIUS 10FT - 100 FT ITEM 609 019	1.000 LF	.	.	.	.
0890	606070 Furnish&Set8"x12"Granite Circular Curb Radius Over 100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS >100FT ITEM 609 021	1.000 LF	.	.	.	.
0900	606072 Furnish and Set 8"x9" Granite Straight Curb REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB ITEM 609 015	1.000 LF
0910	606082 Reset Stone Curb	250.000 LF

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0920	606084 Adjust Stone Curb	250.000				
		LF				
0930	606098 PCC Wheelchair/Bicycle Ramp - New Construction	5.000				
		EACH				
0940	606100 PCC Wheelchair/Bicycle Ramp - Existing Construction	20.000				
		EACH				
0950	606108 Brick Gutter	1000.000				
		SF				
0960	606110 Detectable Warning Pavers on Existing Ramps and Retrofitting INSTALL DETECTABLE PAVERS WITH TRUNCATED DOMES ON EXISTING WHEELCHAIR RAMP	5.000				
		SF				
0970	607016 Sod	250.000				
		SY				
0980	607018 Sod with 3 Inch Topsoil	500.000				
		SY				
0990	607042 Bioretention Soil BIORETENTIOPN PLANTING SOIL MIX	300.000				
		CY				
1000	608020 Remove Tree 6 to 12 Inch Dia.	5.000				
		EACH				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1010	608022 Remove Tree 12 to 18 Inch Dia.	5.000 EACH	.		.	
1020	608024 Remove Tree 18 to 24 Inch Dia.	5.000 EACH	.		.	
1030	608026 Remove Tree 24 to 30 Inch Dia.	5.000 EACH	.		.	
1040	608030 Remove Tree 36 to 42" Inch Dia.	2.000 EACH	.		.	
1050	608032 Remove Tree over 42 Inch Dia.	2.000 EACH	.		.	
1060	608050 Remove Tree Stumps, All Sizes	26.000 EACH	.		.	
1070	608076 Wire Mesh Tree Guard	25.000 EACH	.		.	
1080	612002 Maintenance of Highway Traffic	LUMP		LUMP		.
1090	612054 Thermoplastic Pavement Marking, 4 Inch	500.000 LF	.		.	
1100	612056 Thermoplastic Pavement Marking, 4 Inch Dash	250.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1110	612058 Thermoplastic Pavement Marking, 6 Inch	500.000 LF	.	.	.	.
1120	612060 Thermoplastic Pavement Marking, 6 Inch Dash	250.000 LF	.	.	.	.
1130	612068 Thermoplastic Pavement Letter	10.000 EACH	.	.	.	.
1140	612084 Painted Lane Marking, 4 Inch	500.000 LF	.	.	.	.
1150	612092 Truck Mounted Attenuator TRUCK MOUNTED ATTENUATOR	1000.000 EACH	.	.	.	.
1160	612100 Portable Changeable Message Sign	5.000 EACH	.	.	.	.
1170	612104 Steel Protection Plate	50.000 EACH	.	.	.	.
1180	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 12 INCH	250.000 LF	.	.	.	.
1190	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 24 INCH	150.000 LF

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1200	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 4 INCH	1000.000 LF				
1210	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 6 INCH	1000.000 LF				
1220	618002 Erosion and Sediment Control	LUMP	LUMP			
1230	618016 Geotextile for stormwater management NON-WOVEN GEOTEXTILE PAVING FABRIC	1000.000 SY				
	BASE YEAR TOTAL					

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
OPTION YEAR NO. 1						
1240	108002 Mobilization	LUMP	LUMP			.
1250	202002 Common Excavation	4000.000 CY		.		.
1260	202004 Hard Surface Pavement Excavation	300.000 CY		.		.
1270	204002 Embankment Fill	250.000 CY		.		.
1280	204004 Borrow Embankment Fill	250.000 CY		.		.
1290	207002 Trench Excavation and Backfill	500.000 CY		.		.
1300	207006 Gravel for Trench Undercut	300.000 CY		.		.
1310	207008 Borrow Trench Backfill	200.000 CY		.		.
1320	209002 Aggregate Base Course	1000.000 CY		.		.

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1330	|209004 Aggregate Base Course for LID #57 stone |SEE GREEN INFRASTRUCTURE STANDARDS 2013	1500.000 CY	.		.	
1340	|209006 Aggregate Base Course for LID #8 stone |SEE GREEN INFRASTRUCTURE STANDARDS 2013	1500.000 CY	.		.	
1350	|212002 Test Pit	25.000 EACH	.		.	
1360	|302002 Valve Casing	5.000 EACH	.		.	
1370	|305002 Ductile Iron Pipe, 4 Inch	25.000 LF	.		.	
1380	|306006 Gate Butterfly Valve, 9 Inch |INCIDENTAL CONSTRUCTION SPECIAL ITEM -EACH- 316 |009 CHECK VALVE 4 -8 INCH	5.000 EACH	.		.	
1390	|309002 Sewer Manhole on Sewer 48 Inch and Less |Dia.	100.000 VLF	.		.	
1400	310002 F&I Standard Basin	2.000 EACH	.		.	
1410	310004 F&I Standard Double Basin	10.000 EACH	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1420	310008 Basin Connect PCC Pipe, Class III, 15 Inch	500.000 LF	.	.	.	.
1430	310016 Type S Basin	1.000 EACH	.	.	.	.
1440	310018 Double Type S Basin	5.000 EACH	.	.	.	.
1450	310020 Triple Type S Basin	1.000 EACH	.	.	.	.
1460	311002 Adjust Sewer-Water-Utility Manhole Frame	10.000 EACH	.	.	.	.
1470	311004 Reset Sewer-Water-Utility Manhole Frame	5.000 EACH	.	.	.	.
1480	311006 Adjust Drop Inlet Frame	10.000 EACH	.	.	.	.
1490	311008 Reset Drop Inlet Frame	1.000 EACH	.	.	.	.
1500	311010 Adjust Standard Basin Top	10.000 EACH
1510	311014 Furnish Inlet Frame and Grate	10.000 EACH

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1520	|311016 Furnish Sewer-Water Manhole Frame	2.000 EACH	.		.	
1530	|311018 Furnish Basin Top	10.000 EACH	.		.	
1540	|311020 Manhole Adapter Ring	50.000 EACH	.		.	
1550	|311026 Replace Existing Basin with Double Basin	5.000 EACH	.		.	
1560	|311028 Replace Existing Basin with Triple Basin	2.000 EACH	.		.	
1570	|311030 Replace Existing Basin w Double Type "S" Basin	5.000 EACH	.		.	
1580	|312002 Replace Sewer-Water Manhole Frame	5.000 EACH	.		.	
1590	|312004 Replace Conical Shaped Water Valve Casing	1.000 EACH	.		.	
1600	312006 Replace Standard Basin Top	5.000 EACH	.		.	
1610	314004 PCC Pipe, Class III, Gasket, 15 Inch	500.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1620	314006 PCC Pipe, Class III, Gasket, 18 Inch	300.000 LF	.	.	.	.
1630	328002 Clean Storm Sewer Structure SEE STANDARD 328.03	20.000 EACH	.	.	.	.
1640	328004 Clean Storm Sewer Connecting Pipe SEE STANDARD 328.03	750.000 LF	.	.	.	.
1650	400009 Asphalt Construction Special Item -LF - OPEN GRADED FRICTION COURSE ASPHALT	300.000 LF	.	.	.	.
1660	402002 HMA Base Course, 19 mm	800.000 TON	.	.	.	.
1670	402004 HMA Base Course, 25 mm	800.000 TON	.	.	.	.
1680	402010 HMA Surface Course, 12.5 mm	600.000 TON	.	.	.	.
1690	403002 Tack Coat	20000.000 SY	.	.	.	.
1700	407004 Asphalt Patching, HMA Surface Course, 9.5 mm	250.000 TON
1710	409002 Asphalt Bike Path	500.000 TON

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1720	415004 Porous asphalt pavement surface course	500.000 TON	.	.	.	.
1730	501008 Reinforced PCC Pavement, 10 Inch	100.000 CY	.	.	.	.
1740	501014 Reinforced PCC Pavement, 8 Inch	500.000 SY	.	.	.	.
1750	503002 Reinforced PCC Alley, 6 Inch	300.000 SY	.	.	.	.
1760	504006 PCC Driveway-Alley Entrance, 7 Inch	25.000 CY	.	.	.	.
1770	505030 Anchor Bolts - Paving	250.000 EACH	.	.	.	.
1780	506002 PCC Bus Stop Pad	25.000 CY	.	.	.	.
1790	506004 PCC Median Strip	100.000 CY	.	.	.	.
1800	506008 PCC Pedestrian Island	25.000 CY
1810	507016 PCC Edge restraint for permeable paving	25.000 CY

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1820	|507022 Pervious PCC Pavement, 8 inch SEE GREEN INFRASTRUCTURE STANDARDS, 2013	1000.000 SY	.	.	.	.
1830	|507120 Pervious PCC Pavement, 6 inch GUTTER PAN - SEE S.P. GI-2A (5' X 2.5')	750.000 SY	.	.	.	.
1840	|507120 Pervious PCC Pavement, 6 inch S.P. GI-2A PANEL SIZE 5' X 4' OR 5' X 8'	750.000 SY	.	.	.	.
1850	|600027 Incidental Construction Special Item - SY - IMPERMEABLE LINER - PVC GEOMEMBRANE	500.000 SY	.	.	.	.
1860	|601004 Underdrain Pipe, 6 Inch	1500.000 LF	.	.	.	.
1870	|601006 Underdrain Pipe, 8 Inch	250.000 LF	.	.	.	.
1880	|601010 Underdrain Connect Pipe, 6 Inch	250.000 LF	.	.	.	.
1890	601012 Underdrain Connect Pipe, 8 Inch	250.000 LF
1900	601018 Underdrain Pipe Risers UNDERDRAIN PIPE RISER 4" - 6"	25.000 VLF

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1910	604004 Chain Link Fence, 6 Ft. Ht.	50.000 LF	.	.	.	.
1920	604060 Ornamental Safety Fence FURNISH AND INSTALL ORNAMENTAL FENCE ITEM 604 06	25.000 LF	.	.	.	.
1930	605006 PCC Sidewalk, 4 Inch	750.000 SY	.	.	.	.
1940	605018 Repair-Replace PCC Sidewalk, 4 Inch	1000.000 SY	.	.	.	.
1950	605022 Repair-Replace Exposed Aggregate PCC Sidewalk	50.000 SY	.	.	.	.
1960	605034 Brick Sidewalk Repair on PCC Base	250.000 SY	.	.	.	.
1970	605038 Block Sidewalk Repair on PCC Base	100.000 SY	.	.	.	.
1980	605042 Porous Rubber Sidewalk RUBBERIZED SIDEWALK ITEM 608 015	250.000 SY	.	.	.	.
1990	605046 Permeable Interlocking Brick Pavers SEE DDOT GREEN INFRASTRUCTURE STANDARDS 2013	750.000 SY

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2000	606004 PCC Curb and/or Gutter	50.000 LF	.		.	
2010	606020 PCC Circular Curb and Gutter	40.000 LF	.		.	
2020	606034 PCC Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.		.	
2030	606040 PCC Circular Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.		.	
2040	606052 Repair-Replace PCC Curb and/or Gutter	50.000 CY	.		.	
2050	606054 Repair-Replace PCC Circular Curb and/or Gutter	50.000 CY	.		.	
2060	606058 Furnish& Set 5"x12" Granite Circ. Curb, Radius Under 10 Ft.	50.000 LF	.		.	
2070	606060 Furnish&Set 5"x12" Granite Circular Curb Radius10-100 Ft.	100.000 LF	.		.	
2080	606062 Furnish&Set5"x12" Granite Circular Curb Radius Over 100 Ft	100.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2090	606064 Furnish and Set 8"x12" Granite Straight Curb	400.000 LF				
2100	606066 Furnish&Set 8"x12" Granite Circular Curb Radius Under 10Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS <10FT ITEM 609 017	1.000 LF				
2110	606068 Furnish&Set8"x12"Granite Circular Curb Radius10-100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANIT E CURB RADIUS 10FT - 100 FT ITEM 609 019	1.000 LF				
2120	606070 Furnish&Set8"x12"Granite Circular Curb Radius Over 100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS >100FT ITEM 609 021	1.000 LF				
2130	606072 Furnish and Set 8"x9" Granite Straight Curb REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB ITEM 609 015	1.000 LF				
2140	606082 Reset Stone Curb	250.000 LF				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2150	606084 Adjust Stone Curb LF	250.000	.		.	
2160	606098 PCC Wheelchair/Bicycle Ramp - New Construction EACH	5.000	.		.	
2170	606100 PCC Wheelchair/Bicycle Ramp - Existing Construction EACH	20.000	.		.	
2180	606108 Brick Gutter SF	1000.000	.		.	
2190	606110 Detectable Warning Pavers on Existing Ramps and Retrofitting INSTALL DETECTABLE PAVERS WITH TRUNCATED DOMES ON EXISTING WHEELCHAIR RAMP SF	5.000	.		.	
2200	607016 Sod SY	250.000	.		.	
2210	607018 Sod with 3 Inch Topsoil SY	500.000	.		.	
2220	607042 Bioretention Soil BIORETENTIOPN PLANTING SOIL MIX CY	300.000	.		.	
2230	608020 Remove Tree 6 to 12 Inch Dia. EACH	5.000	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2240	608022 Remove Tree 12 to 18 Inch Dia.	5.000 EACH	.	.	.	.
2250	608024 Remove Tree 18 to 24 Inch Dia.	5.000 EACH	.	.	.	.
2260	608026 Remove Tree 24 to 30 Inch Dia.	5.000 EACH	.	.	.	.
2270	608030 Remove Tree 36 to 42" Inch Dia.	2.000 EACH	.	.	.	.
2280	608032 Remove Tree over 42 Inch Dia.	2.000 EACH	.	.	.	.
2290	608050 Remove Tree Stumps, All Sizes	26.000 EACH	.	.	.	.
2300	608076 Wire Mesh Tree Guard	25.000 EACH	.	.	.	.
2310	612002 Maintenance of Highway Traffic	LUMP	LUMP	.	.	.
2320	612054 Thermoplastic Pavement Marking, 4 Inch	500.000 LF
2330	612056 Thermoplastic Pavement Marking, 4 Inch Dash	250.000 LF

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2340	612058 Thermoplastic Pavement Marking, 6 Inch	500.000 LF	.		.	
2350	612060 Thermoplastic Pavement Marking, 6 Inch Dash	250.000 LF	.		.	
2360	612068 Thermoplastic Pavement Letter	10.000 EACH	.		.	
2370	612084 Painted Lane Marking, 4 Inch	500.000 LF	.		.	
2380	612092 Truck Mounted Attenuator TRUCK MOUNTED ATTENUATOR	1000.000 EACH	.		.	
2390	612100 Portable Changeable Message Sign	5.000 EACH	.		.	
2400	612104 Steel Protection Plate	50.000 EACH	.		.	
2410	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 12 INCH	250.000 LF	.		.	
2420	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 24 INCH	150.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2430	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 4 INCH	1000.000 LF	.		.	
2440	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 6 INCH	1000.000 LF	.		.	
2450	618002 Erosion and Sediment Control	LUMP	LUMP		.	
2460	618016 Geotextile for stormwater management NON-WOVEN GEOTEXTILE PAVING FABRIC	1000.000 SY	.		.	
OPTION YEAR NO. 1 TOTAL					.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
OPTION YEAR NO. 2						
2470	108002 Mobilization	LUMP	LUMP			.
2480	202002 Common Excavation	4000.000 CY				.
2490	202004 Hard Surface Pavement Excavation	300.000 CY				.
2500	204002 Embankment Fill	250.000 CY				.
2510	204004 Borrow Embankment Fill	250.000 CY				.
2520	207002 Trench Excavation and Backfill	500.000 CY				.
2530	207006 Gravel for Trench Undercut	300.000 CY				.
2540	207008 Borrow Trench Backfill	200.000 CY				.
2550	209002 Aggregate Base Course	1000.000 CY				.

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2560	|209004 Aggregate Base Course for LID #57 stone |SEE GREEN INFRASTRUCTURE STANDARDS 2013	|1500.000| |CY	|	|	|	|
2570	|209006 Aggregate Base Course for LID #8 stone |SEE GREEN INFRASTRUCTURE STANDARDS 2013	|1500.000| |CY	|	|	|	|
2580	|212002 Test Pit	|25.000| |EACH	|	|	|	|
2590	|302002 Valve Casing	|5.000| |EACH	|	|	|	|
2600	|305002 Ductile Iron Pipe, 4 Inch	|25.000| |LF	|	|	|	|
2610	|306006 Gate Butterfly Valve, 9 Inch |INCIDENTAL CONSTRUCTION SPECIAL ITEM -EACH- 316 |009 CHECK VALVE 4 -8 INCH	|5.000| |EACH	|	|	|	|
2620	|309002 Sewer Manhole on Sewer 48 Inch and Less |Dia.	|100.000| |VLF	|	|	|	|
2630	310002 F&I Standard Basin	2.000 EACH				
2640	310004 F&I Standard Double Basin	10.000 EACH				

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2650	|310008 Basin Connect PCC Pipe, Class III, 15 Inch	500.000 |LF	.	.	.	.
2660	|310016 Type S Basin	1.000 |EACH	.	.	.	.
2670	|310018 Double Type S Basin	5.000 |EACH	.	.	.	.
2680	|310020 Triple Type S Basin	1.000 |EACH	.	.	.	.
2690	|311002 Adjust Sewer-Water-Utility Manhole Frame	10.000 |EACH	.	.	.	.
2700	|311004 Reset Sewer-Water-Utility Manhole Frame	5.000 |EACH	.	.	.	.
2710	|311006 Adjust Drop Inlet Frame	10.000 |EACH	.	.	.	.
2720	|311008 Reset Drop Inlet Frame	1.000 |EACH	.	.	.	.
2730	311010 Adjust Standard Basin Top	10.000 EACH
2740	311014 Furnish Inlet Frame and Grate	10.000 EACH

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2750	|311016 Furnish Sewer-Water Manhole Frame	2.000 EACH	.		.	
2760	|311018 Furnish Basin Top	10.000 EACH	.		.	
2770	|311020 Manhole Adapter Ring	50.000 EACH	.		.	
2780	|311026 Replace Existing Basin with Double Basin	5.000 EACH	.		.	
2790	|311028 Replace Existing Basin with Triple Basin	2.000 EACH	.		.	
2800	|311030 Replace Existing Basin w Double Type "S" Basin	5.000 EACH	.		.	
2810	|312002 Replace Sewer-Water Manhole Frame	5.000 EACH	.		.	
2820	|312004 Replace Conical Shaped Water Valve Casing	1.000 EACH	.		.	
2830	312006 Replace Standard Basin Top	5.000 EACH	.		.	
2840	314004 PCC Pipe, Class III, Gasket, 15 Inch	500.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2850	314006 PCC Pipe, Class III, Gasket, 18 Inch	300.000 LF	.		.	
2860	328002 Clean Storm Sewer Structure SEE STANDARD 328.03	20.000 EACH	.		.	
2870	328004 Clean Storm Sewer Connecting Pipe SEE STANDARD 328.03	750.000 LF	.		.	
2880	400009 Asphalt Construction Special Item -LF - OPEN GRADED FRICTION COURSE ASPHALT	300.000 LF	.		.	
2890	402002 HMA Base Course, 19 mm	800.000 TON	.		.	
2900	402004 HMA Base Course, 25 mm	800.000 TON	.		.	
2910	402010 HMA Surface Course, 12.5 mm	600.000 TON	.		.	
2920	403002 Tack Coat	20000.000 SY	.		.	
2930	407004 Asphalt Patching, HMA Surface Course, 9.5 mm	250.000 TON	.		.	
2940	409002 Asphalt Bike Path	500.000 TON	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2950	415004 Porous asphalt pavement surface course	500.000 TON	.		.	
2960	501008 Reinforced PCC Pavement, 10 Inch	100.000 CY	.		.	
2970	501014 Reinforced PCC Pavement, 8 Inch	500.000 SY	.		.	
2980	503002 Reinforced PCC Alley, 6 Inch	300.000 SY	.		.	
2990	504006 PCC Driveway-Alley Entrance, 7 Inch	25.000 CY	.		.	
3000	505030 Anchor Bolts - Paving	250.000 EACH	.		.	
3010	506002 PCC Bus Stop Pad	25.000 CY	.		.	
3020	506004 PCC Median Strip	100.000 CY	.		.	
3030	506008 PCC Pedestrian Island	25.000 CY	.		.	
3040	507016 PCC Edge restraint for permeable paving	25.000 CY	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3050	|507022 Pervious PCC Pavement, 8 inch SEE GREEN INFRASTRUCTURE STANDARDS, 2013	1000.000 SY	.		.	
3060	|507120 Pervious PCC Pavement, 6 inch GUTTER PAN - SEE S.P. GI-2A (5' X 2.5')	750.000 SY	.		.	
3070	|507120 Pervious PCC Pavement, 6 inch PRECAST PERVIOUS CONCRETE SLAB-SEE SP PANEL SIZE CAN BE 5'X4' OR 5'X8'	750.000 SY	.		.	
3080	|600027 Incidental Construction Special Item - SY - IMPERMEABLE LINER - PVC GEOMEMBRANE	500.000 SY	.		.	
3090	|601004 Underdrain Pipe, 6 Inch	1500.000 LF	.		.	
3100	|601006 Underdrain Pipe, 8 Inch	250.000 LF	.		.	
3110	|601010 Underdrain Connect Pipe, 6 Inch	250.000 LF	.		.	
3120	601012 Underdrain Connect Pipe, 8 Inch	250.000 LF	.		.	
3130	601018 Underdrain Pipe Risers UNDERDRAIN PIPE RISER 4" - 6"	25.000 VLF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3140	604004 Chain Link Fence, 6 Ft. Ht.	50.000 LF	.		.	
3150	604060 Ornamental Safety Fence FURNISH AND INSTALL ORNAMENTAL FENCE ITEM 604 06	25.000 LF	.		.	
3160	605006 PCC Sidewalk, 4 Inch	750.000 SY	.		.	
3170	605018 Repair-Replace PCC Sidewalk, 4 Inch	1000.000 SY	.		.	
3180	605022 Repair-Replace Exposed Aggregate PCC Sidewalk	50.000 SY	.		.	
3190	605034 Brick Sidewalk Repair on PCC Base	250.000 SY	.		.	
3200	605038 Block Sidewalk Repair on PCC Base	100.000 SY	.		.	
3210	605042 Porous Rubber Sidewalk RUBBERIZED SIDEWALK ITEM 608 015	250.000 SY	.		.	
3220	605046 Permeable Interlocking Brick Pavers SEE DDOT GREEN INFRASTRUCTURE STANDARDS 2013	750.000 SY	.		.	

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OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3230	606004 PCC Curb and/or Gutter	50.000 LF	.		.	
3240	606020 PCC Circular Curb and Gutter	40.000 LF	.		.	
3250	606034 PCC Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.		.	
3260	606040 PCC Circular Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.		.	
3270	606052 Repair-Replace PCC Curb and/or Gutter	50.000 CY	.		.	
3280	606054 Repair-Replace PCC Circular Curb and/or Gutter	50.000 CY	.		.	
3290	606058 Furnish& Set 5"x12" Granite Circ. Curb, Radius Under 10 Ft.	50.000 LF	.		.	
3300	606060 Furnish&Set 5"x12" Granite Circular Curb Radius 10-100 Ft.	100.000 LF	.		.	
3310	606062 Furnish&Set 5"x12" Granite Circular Curb Radius Over 100 Ft	100.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3320	606064 Furnish and Set 8"x12" Granite Straight Curb	400.000 LF	.		.	
3330	606066 Furnish&Set 8"x12" Granite Circular Curb Radius Under 10Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS <10FT ITEM 609 017	1.000 LF	.		.	
3340	606068 Furnish&Set8"x12"Granite Circular Curb Radius10-100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANIT E CURB RADIUS 10FT - 100 FT ITEM 609 019	1.000 LF	.		.	
3350	606070 Furjish&Set8"x12"Granite Circular Curb Radius Over 100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS >100FT ITEM 609 021	1.000 LF	.		.	
3360	606072 Furnish and Set 8"x9" Granite Straight Curb REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB ITEM 609 015	1.000 LF	.		.	
3370	606082 Reset Stone Curb	250.000 LF	.		.	

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OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3380	606084 Adjust Stone Curb	250.000				
		LF	.		.	
3390	606098 PCC Wheelchair/Bicycle Ramp - New Construction	5.000				
		EACH	.		.	
3400	606100 PCC Wheelchair/Bicycle Ramp - Existing Construction	20.000				
		EACH	.		.	
3410	606108 Brick Gutter	1000.000				
		SF	.		.	
3420	606110 Detectable Warning Pavers on Existing Ramps and Retrofitting INSTALL DETECTABLE PAVERS WITH TRUNCATED DOMES ON EXISTING WHEELCHAIR RAMP	5.000				
		SF	.		.	
3430	607016 Sod	250.000				
		SY	.		.	
3440	607018 Sod with 3 Inch Topsoil	500.000				
		SY	.		.	
3450	607042 Bioretention Soil BIORETENTIOPN PLANTING SOIL MIX	300.000				
		CY	.		.	
3460	608020 Remove Tree 6 to 12 Inch Dia.	5.000				
		EACH	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3470	608022 Remove Tree 12 to 18 Inch Dia.	5.000 EACH	.		.	
3480	608024 Remove Tree 18 to 24 Inch Dia.	5.000 EACH	.		.	
3490	608026 Remove Tree 24 to 30 Inch Dia.	5.000 EACH	.		.	
3500	608030 Remove Tree 36 to 42" Inch Dia.	2.000 EACH	.		.	
3510	608032 Remove Tree over 42 Inch Dia.	2.000 EACH	.		.	
3520	608050 Remove Tree Stumps, All Sizes	26.000 EACH	.		.	
3530	608076 Wire Mesh Tree Guard	25.000 EACH	.		.	
3540	612002 Maintenance of Highway Traffic	LUMP		LUMP		
3550	612054 Thermoplastic Pavement Marking, 4 Inch	500.000 LF	.		.	
3560	612056 Thermoplastic Pavement Marking, 4 Inch Dash	250.000 LF	.		.	

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OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3570	612058 Thermoplastic Pavement Marking, 6 Inch	500.000 LF	.		.	
3580	612060 Thermoplastic Pavement Marking, 6 Inch Dash	250.000 LF	.		.	
3590	612068 Thermoplastic Pavement Letter	10.000 EACH	.		.	
3600	612084 Painted Lane Marking, 4 Inch	500.000 LF	.		.	
3610	612092 Truck Mounted Attenuator TRUCK MOUNTED ATTENUATOR	1000.000 EACH	.		.	
3620	612100 Portable Changeable Message Sign	5.000 EACH	.		.	
3630	612104 Steel Protection Plate	50.000 EACH	.		.	
3640	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 12 INCH	250.000 LF	.		.	
3650	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 24 INCH	150.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3660	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 4 INCH	1000.000 LF	.		.	
3670	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 6 INCH	1000.000 LF	.		.	
3680	618002 Erosion and Sediment Control	LUMP	LUMP		.	
3690	618016 Geotextile for stormwater management NON-WOVEN GEOTEXTILE PAVING FABRIC	1000.000 SY	.		.	
OPTION YEAR NO. 2 TOTAL					.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

OPTION YEAR NO. 3

3700	108002 Mobilization	LUMP	LUMP				
3710	202002 Common Excavation	4000.000					
3720	202004 Hard Surface Pavement Excavation	300.000					
3730	204002 Embankment Fill	250.000					
3740	204004 Borrow Embankment Fill	250.000					
3750	207002 Trench Excavation and Backfill	500.000					
3760	207006 Gravel for Trench Undercut	300.000					
3770	207008 Borrow Trench Backfill	200.000					
3780	209002 Aggregate Base Course	1000.000					

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3790	|209004 Aggregate Base Course for LID #57 stone |SEE GREEN INFRASTRUCTURE STANDARDS 2013	1500.000 CY	.		.	
3800	|209006 Aggregate Base Course for LID #8 stone |SEE GREEN INFRASTRUCTURE STANDARDS 2013	1500.000 CY	.		.	
3810	|212002 Test Pit	25.000 EACH	.		.	
3820	|302002 Valve Casing	5.000 EACH	.		.	
3830	|305002 Ductile Iron Pipe, 4 Inch	25.000 LF	.		.	
3840	|306006 Gate Butterfly Valve, 9 Inch |INCIDENTAL CONSTRUCTION SPECIAL ITEM -EACH- 316 |009 CHECK VALVE 4 -8 INCH	5.000 EACH	.		.	
3850	|309002 Sewer Manhole on Sewer 48 Inch and Less |Dia.	100.000 VLF	.		.	
3860	310002 F&I Standard Basin	2.000 EACH	.		.	
3870	310004 F&I Standard Double Basin	10.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3880	|310008 Basin Connect PCC Pipe, Class III, 15 Inch	500.000 |LF	.	.	.	.
3890	|310016 Type S Basin	1.000 |EACH	.	.	.	.
3900	|310018 Double Type S Basin	5.000 |EACH	.	.	.	.
3910	|310020 Triple Type S Basin	1.000 |EACH	.	.	.	.
3920	|311002 Adjust Sewer-Water-Utility Manhole Frame	10.000 |EACH	.	.	.	.
3930	|311004 Reset Sewer-Water-Utility Manhole Frame	5.000 |EACH	.	.	.	.
3940	|311006 Adjust Drop Inlet Frame	10.000 |EACH	.	.	.	.
3950	|311008 Reset Drop Inlet Frame	1.000 |EACH	.	.	.	.
3960	311010 Adjust Standard Basin Top	10.000 EACH
3970	311014 Furnish Inlet Frame and Grate	10.000 EACH

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
3980	|311016 Furnish Sewer-Water Manhole Frame	| 2.000 | EACH	| .	|	| .	|
3990	|311018 Furnish Basin Top	| 10.000 | EACH	| .	|	| .	|
4000	|311020 Manhole Adapter Ring	| 50.000 | EACH	| .	|	| .	|
4010	|311026 Replace Existing Basin with Double Basin	| 5.000 | EACH	| .	|	| .	|
4020	|311028 Replace Existing Basin with Triple Basin	| 2.000 | EACH	| .	|	| .	|
4030	|311030 Replace Existing Basin w Double Type "S" Basin	| 5.000 | EACH	| .	|	| .	|
4040	|312002 Replace Sewer-Water Manhole Frame	| 5.000 | EACH	| .	|	| .	|
4050	|312004 Replace Conical Shaped Water Valve Casing	| 1.000 | EACH	| .	|	| .	|
4060	312006 Replace Standard Basin Top	5.000 EACH	.		.	
4070	314004 PCC Pipe, Class III, Gasket, 15 Inch	500.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4080	314006 PCC Pipe, Class III, Gasket, 18 Inch	300.000 LF	.	.	.	.
4090	328002 Clean Storm Sewer Structure SEE STANDARD 328.03	20.000 EACH	.	.	.	.
4100	328004 Clean Storm Sewer Connecting Pipe SEE STANDARD 328.03	750.000 LF	.	.	.	.
4110	400009 Asphalt Construction Special Item -LF - OPEN GRADED FRICTION COURSE ASPHALT	300.000 LF	.	.	.	.
4120	402002 HMA Base Course, 19 mm	800.000 TON	.	.	.	.
4130	402004 HMA Base Course, 25 mm	800.000 TON	.	.	.	.
4140	402010 HMA Surface Course, 12.5 mm	600.000 TON	.	.	.	.
4150	403002 Tack Coat	20000.000 SY	.	.	.	.
4160	407004 Asphalt Patching, HMA Surface Course, 9.5 mm	250.000 TON
4170	409002 Asphalt Bike Path	500.000 TON

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4180	415004 Porous asphalt pavement surface course	500.000 TON	.	.	.	.
4190	501008 Reinforced PCC Pavement, 10 Inch	100.000 CY	.	.	.	.
4200	501014 Reinforced PCC Pavement, 8 Inch	500.000 SY	.	.	.	.
4210	503002 Reinforced PCC Alley, 6 Inch	300.000 SY	.	.	.	.
4220	504006 PCC Driveway-Alley Entrance, 7 Inch	25.000 CY	.	.	.	.
4230	505030 Anchor Bolts - Paving	250.000 EACH	.	.	.	.
4240	506002 PCC Bus Stop Pad	25.000 CY	.	.	.	.
4250	506004 PCC Median Strip	100.000 CY	.	.	.	.
4260	506008 PCC Pedestrian Island	25.000 CY
4270	507016 PCC Edge restraint for permeable paving	25.000 CY

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4280	|507022 Pervious PCC Pavement, 8 inch SEE GREEN INFRASTRUCTURE STANDARDS, 2013	| SY 1000.000	|	|	|	|
4290	|507120 Pervious PCC Pavement, 6 inch GUTTER PAN - SEE S.P. GI-2A (5' X 2.5')	| SY 750.000	|	|	|	|
4300	|507120 Pervious PCC Pavement, 6 inch S.P. GI-2A PANEL SIZE 5' X 4' OR 5' X 8'	| SY 750.000	|	|	|	|
4310	|600027 Incidental Construction Special Item - SY - IMPERMEABLE LINER - PVC GEOMEMBRANE	| SY 500.000	|	|	|	|
4320	|601004 Underdrain Pipe, 6 Inch	| LF 1500.000	|	|	|	|
4330	|601006 Underdrain Pipe, 8 Inch	| LF 250.000	|	|	|	|
4340	|601010 Underdrain Connect Pipe, 6 Inch	| LF 250.000	|	|	|	|
4350	601012 Underdrain Connect Pipe, 8 Inch	LF 250.000				
4360	601018 Underdrain Pipe Risers UNDERDRAIN PIPE RISER 4" - 6"	VLF 25.000				

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4370	604004 Chain Link Fence, 6 Ft. Ht. LF	50.000	.	.	.	.
4380	604060 Ornamental Safety Fence FURNISH AND INSTALL ORNAMENTAL FENCE ITEM 604 06 LF	25.000	.	.	.	.
4390	605006 PCC Sidewalk, 4 Inch SY	750.000	.	.	.	.
4400	605018 Repair-Replace PCC Sidewalk, 4 Inch SY	1000.000	.	.	.	.
4410	605022 Repair-Replace Exposed Aggregate PCC Sidewalk SY	50.000	.	.	.	.
4420	605034 Brick Sidewalk Repair on PCC Base SY	250.000	.	.	.	.
4430	605038 Block Sidewalk Repair on PCC Base SY	100.000	.	.	.	.
4440	605042 Porous Rubber Sidewalk RUBBERIZED SIDEWALK ITEM 608 015 SY	250.000	.	.	.	.
4450	605046 Permeable Interlocking Brick Pavers SEE DDOT GREEN INFRASTRUCTURE STANDARDS 2013 SY	750.000

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4460	606004 PCC Curb and/or Gutter	50.000 LF	.	.	.	.
4470	606020 PCC Circular Curb and Gutter	40.000 LF	.	.	.	.
4480	606034 PCC Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.	.	.	.
4490	606040 PCC Circular Mountable Curb and Gutter, 10 to 13 Inch Depth	200.000 LF	.	.	.	.
4500	606052 Repair-Replace PCC Curb and/or Gutter	50.000 CY	.	.	.	.
4510	606054 Repair-Replace PCC Circular Curb and/or Gutter	50.000 CY	.	.	.	.
4520	606058 Furnish& Set 5"x12" Granite Circ. Curb, Radius Under 10 Ft.	50.000 LF	.	.	.	.
4530	606060 Furnish&Set 5"x12" Granite Circular Curb Radius10-100 Ft.	100.000 LF	.	.	.	.
4540	606062 Furnish&Set5"x12" Granite Circular Curb Radius Over 100 Ft	100.000 LF

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4550	606064 Furnish and Set 8"x12" Granite Straight Curb	400.000 LF	.		.	
4560	606066 Furnish&Set 8"x12" Granite Circular Curb Radius Under 10Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS <10FT ITEM 609 017	1.000 LF	.		.	
4570	606068 Furnish&Set8"x12"Granite Circular Curb Radius10-100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANIT E CURB RADIUS 10FT - 100 FT ITEM 609 019	1.000 LF	.		.	
4580	606070 Furnish&Set8"x12"Granite Circular Curb Radius Over 100Ft REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB RADIUS >100FT ITEM 609 021	1.000 LF	.		.	
4590	606072 Furnish and Set 8"x9" Granite Straight Curb REPAIR/REPLACE EXISITNG CURB WITH GRANITE CURB ITEM 609 015	1.000 LF	.		.	
4600	606082 Reset Stone Curb	250.000 LF	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4610	606084 Adjust Stone Curb LF	250.000	.		.	
4620	606098 PCC Wheelchair/Bicycle Ramp - New Construction EACH	5.000	.		.	
4630	606100 PCC Wheelchair/Bicycle Ramp - Existing Construction EACH	20.000	.		.	
4640	606108 Brick Gutter SF	1000.000	.		.	
4650	606110 Detectable Warning Pavers on Existing Ramps and Retrofitting INSTALL DETECTABLE PAVERS WITH TRUNCATED DOMES ON EXISTING WHEELCHAIR RAMP SF	5.000	.		.	
4660	607016 Sod SY	250.000	.		.	
4670	607018 Sod with 3 Inch Topsoil SY	500.000	.		.	
4680	607042 Bioretention Soil BIORETENTIOPN PLANTING SOIL MIX CY	300.000	.		.	
4690	608020 Remove Tree 6 to 12 Inch Dia. EACH	5.000	.		.	

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4700	608022 Remove Tree 12 to 18 Inch Dia.	5.000 EACH	.		.	
4710	608024 Remove Tree 18 to 24 Inch Dia.	5.000 EACH	.		.	
4720	608026 Remove Tree 24 to 30 Inch Dia.	5.000 EACH	.		.	
4730	608030 Remove Tree 36 to 42" Inch Dia.	2.000 EACH	.		.	
4740	608032 Remove Tree over 42 Inch Dia.	2.000 EACH	.		.	
4750	608050 Remove Tree Stumps, All Sizes	26.000 EACH	.		.	
4760	608076 Wire Mesh Tree Guard	25.000 EACH	.		.	
4770	612002 Maintenance of Highway Traffic	LUMP		LUMP		
4780	612054 Thermoplastic Pavement Marking, 4 Inch	500.000 LF	.		.	
4790	612056 Thermoplastic Pavement Marking, 4 Inch Dash	250.000 LF	.		.	

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OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4800	612058 Thermoplastic Pavement Marking, 6 Inch	500.000 LF	.	.	.	.
4810	612060 Thermoplastic Pavement Marking, 6 Inch Dash	250.000 LF	.	.	.	.
4820	612068 Thermoplastic Pavement Letter	10.000 EACH	.	.	.	.
4830	612084 Painted Lane Marking, 4 Inch	500.000 LF	.	.	.	.
4840	612092 Truck Mounted Attenuator TRUCK MOUNTED ATTENUATOR	1000.000 EACH	.	.	.	.
4850	612100 Portable Changeable Message Sign	5.000 EACH	.	.	.	.
4860	612104 Steel Protection Plate	50.000 EACH	.	.	.	.
4870	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 12 INCH	250.000 LF	.	.	.	.
4880	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 24 INCH	150.000 LF

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
4890	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 4 INCH	1000.000 LF	.		.	
4900	612110 Preformed Pavement Markings, Lines PREFORMED HIGH CONTRAST TAPE 6 INCH	1000.000 LF	.		.	
4910	618002 Erosion and Sediment Control	LUMP	LUMP		.	
4920	618016 Geotextile for stormwater management NON-WOVEN GEOTEXTILE PAVING FABRIC	1000.000 SY	.		.	
OPTION YEAR NO. 3 TOTAL					.	
TOTAL BID			.		.	

SECTION C: SCOPE & SPECIFICATIONS

C.1 SCOPE

C.1.1 The contractor shall perform all work in accordance with the 2013 edition of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures.

C.1.2 Work under this contract consists of Stormwater and Drainage Improvements at various locations throughout the District. Work locations will be given to the Contractor prior to starting work. The contractor shall perform the following tasks:

- A.** The Preliminary work requires repairs and replacement to existing and installing a new structures which include curbs, gutters, sidewalks, pavement base, constructing corner cut backs, resetting stone curb, installing a new granite, stone curb, furnishing sewer-water manhole frames and basin tops, permeable pavement, constructing wheelchair/bicycle ramps, installing bioretention cells and Tree box Planters, installing underdrain system where directed by the engineer and perform the necessary grading and excavating.
- B.** Repair curbs, gutters, PCC base, and sidewalk slabs preformed prior to removing or milling the asphalt surface and clean storm drain inlets.
- C.** Implement and maintain vehicular and pedestrian traffic safety plan throughout the construction period.
- D.** Pavement profiling (milling) to a depth of one (1) to two (2) inches and as directed by the Engineer, but not more than 3.5"
- E.** Strip areas as directed by the Engineer and filling with Asphalt patching, Superpave Surface Course approved by the QA\QC Office.
- F.** Adjust manholes and boxes to final grade
- G.** Convert fire hydrants to breakaway type and related water work
- H.** Mobilize and demobilize work and storage areas
- I.** The work includes removal and disposal of all unsuitable excavated material, and all other work necessary to obtain a complete and final product
- J.** Install permanent striping with 24 hours after the final layer of Asphalt, Concrete or Special material is installed on the roadway.

C.1.3 Applicable Documents

DOCUMENT TYPE	TITLE	DATE
DDOT Standards	Standard Specifications for Highways & Structures	2013
	Standard Drawings	2009
	Green Infrastructure (GI) Standards	2013
DC WATER Regulations	DC Water and Sewer Authority Specifications	LATEST
Federal Regulations	Manual on Uniform Traffic Control Devices	2009

C.2 SPECIFICATIONS

The Contractor shall perform all work in accordance with the SCPs as modified in this Contract. Supplementations or modifications to, or substitutions for, SCP provisions applicable to individual CLINs are set forth in this Section C and elsewhere in the IFB. If no supplementation, modification or substitution is stated in this Section or elsewhere in the IFB for a CLIN, Contractor will perform that CLIN in accordance with the applicable SCP provision identified in the Item Description for the CLIN and any other applicable terms of the Contract.

C.3 PROGRESS PHOTOGRAPHS, ITEM 108.08

This supplements section 108.08

The Contractor shall furnish digital copies of all photographs taken. The Contractor shall take a minimum of twenty (20) pictures for each block of work location, with five (5) pictures taken prior to start of work and five (5) pictures after completion of work, with the remainder taken throughout the construction period or as directed by the Engineer.

The Contractor shall submit pictures (prints and soft copies) with every invoice for work performed during the invoice period.

C.4 WATER AND SEWER AUTHORITY SPECIFICATIONS

The D.C. Water and Sewer Authority (DC WATER) Specifications and Standard Drawings are to be used for water and sewer work where applicable. DC WATER Specifications and Drawings can be found on DC Water’s website. The following sections supersede Division 300 of the District of Columbia Standard Specifications for Highways and Structures, 2013, and amendments thereto:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
207 002	Trench Excavation and Backfill
207 004	Trench Undercut Excavation
207 006	Gravel for Trench Undercut

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
207 008	Borrow Trench Backfill
302 002	Valve Casing
305 002	Ductline Pipe, 4-8"
306 002	Gate Butterfly Valve, 3-12"
307 004	Relocate Fire Hydrant
307 006	Adjust Fire Hydrant
307 010	Convert Fire Hydrant

C.5 STEEL EDGING, Item 611 076

This S.P supplements 611 and 608

The Contractor shall install steel edging as directed by the Engineer. Steel edging shall be ¼" thick and 5" deep with a length to be determined at the location where it needs to be installed. Steel stakes, 18" deep shall be placed every 5ft. to support steel edging. Steel Edging shall be installed between the sidewalk and planting/tree space, ¼" to ½" below the top of sidewalk, as directed by the Engineer and along the perimeter to the permeable brick alleys and gutters.

MEASURE AND PAYMENT: The unit of measure shall be linear foot. Payment will be made at the contract unit price per linear foot, which payment will include all labor, materials, tools, equipment and incidentals necessary to install the steel edging excluding the installation of Porous Precast (Paving Slabs) Pavement.

C.6 PERVIOUS CONCRETE PAVEMENT AND SIDEWALK

This S.P. supplements DDOT Standard Specifications Sections 501 and 503.

C.6.1 DESCRIPTION

This work shall consist of constructing pervious Portland cement concrete roadway pavements, alleys, sidewalks, or trails on a prepared sub-grade in accordance with these special provisions and in conformity with the lines, grades, thicknesses and typical sections shown in the contract documents or as directed by the Chief Engineer.

The pervious concrete pavements and sidewalks shall consist of a mixture of Portland cement, aggregate, water, admixtures and other ingredients as may be specified. Except as herein stated, the requirements specified for DDOT Standard Specifications 501 Portland Cement Concrete Pavement and 503 Portland Cement Concrete Alley are applicable to this provision.

C.6.2 REFERENCES

ACI 522R-10 Report on Pervious Concrete

ACI 522.1-08 Specifications for Pervious Concrete Pavement

ACI 211.3R - Guide for Selecting Proportions for No-Slump Concrete

ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C94 - Standard Specification for Ready-Mixed Concrete

ASTM C150 – Standard Specification for Portland Cement

ASTM C595 - Standard Specification for Blended Hydraulic Cements

ASTM C979 – Standard Specification for Pigments for Integrally Colored Concrete

ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction

ASTM C1116 – Standard Specification for Fiber Reinforced Concrete

ASTM C1688 - Standard Test Method for Density and Void Content of Freshly Mixed Pervious Concrete

ASTM C1701 - Standard Test Method for Infiltration Rate of In Place Pervious Concrete

ASTM C1754 - Standard Test Method for Density and Void Content of Hardened Pervious Concrete

ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete

ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction

ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

NRMCA – National Ready Mix Concrete Association

C.6.3 MATERIALS

- A.** Portland Cement shall be:
 - a. Type I or II conforming to AASHTO M85 or ASTM C150; or
 - b. Type IP or IS conforming to ASTM C595.
- B.** Aggregate
- C.** Maximum coarse aggregate size shall be No. 8.

- D. Coarse and fine aggregate conforming to Sections 803.02 and 803.01 of the DDOT Standard Specifications shall be double-washed. Washing shall be sufficient to remove dust and other coatings.
- E. Admixtures – Water reducing, hydration stabilizers, air entrainment, and other admixtures conforming to DDOT Specifications shall be allowed in the mix design.
- F. Fibers – Reinforcing fibers conforming to DDOT Specifications and ASTM C1116 shall be allowed in the mix design.
- G. Pigments – Pigments conforming to ASTM C979 shall be allowed in the mix design.
- H. Joint Material – Filler for expansion joints shall be in accordance with Section 807.01 of the DDOT Standard Specifications.

C.6.4 PROPORTIONING

Comply with ASTM C94 and develop a concrete mix design meeting the following requirements in accordance with ACI 211.3R, Appendix 6:

- A. Concrete shall achieve a minimum infiltration rate of 60 inches/hour (30 gallons/hour in a 12 inch diameter cylinder). Testing shall be in accordance with ASTM 1701.
- B. Concrete shall meet a minimum compressive strength when specified in the Contract Documents.
- C. A combined coarse and fine aggregates gradation shall be provided and material passing the #4 sieve shall be between 4% and 7%.
- D. Mix Water: Mix water quantity shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate. Mix water yielding a cement paste with a dull-dry appearance has insufficient water for hydration. Insufficient water results in inconsistency in the mix and poor bond strength between aggregate particles. High water content results in the paste reducing or eliminating the void system required for porosity.

C.6.5 SUBMITTALS

- A. **Contractor Qualifications**
 - a. At the time of bid submission, Contractor shall submit the name and qualifications of the pervious concrete installer, providing written evidence of the following:

- (i) Employment of one (1) NRMCA certified Pervious Concrete Craftsman who shall be on site, overseeing each placement crew, during all concrete placement; or
 - (ii) Employment of at least two (2) NRMCA certified Pervious Concrete Installers who shall be on site, overseeing each placement crew, during all concrete placement.
- b. Not later than fourteen (14) days before construction of pervious concrete, Contractor shall furnish evidence of employment of at least three (3) certified Pervious Concrete Technicians who will perform the pervious concrete construction.
- B. Testing Agency** – Within seven (7) days after notice to proceed, Contractor shall furnish the name and location of the proposed testing agency meeting the requirements of Section 15 of this provision.
- C. Concrete Producer Qualifications** – Within seven (7) working days after notice to proceed, Contractor shall furnish the name and location of an NRMCA certified plant that will produce and provide pervious concrete.
- D. Concrete Mix Design** – Not later than thirty-five (35) days before construction of pervious concrete, Contractor shall furnish:
 - a. A proposed mix design with proportions of materials for acceptance as described in section 4 of this S.P. or otherwise specified in Contract Documents. The data shall include unit weight, void ratio, and strength.
 - b. Samples of individual concrete materials contained in the mix design for sampling and testing of material prior to use, in accordance with Section 106.02 of the DDOT Standard Specifications.
- E. Product Sample (Test Panel)** – At least fifteen (15) working days before construction of pervious concrete, and following the Chief Engineer’s acceptance of the mix design, Contractor shall provide a sample of the product (test panel) in accordance with section 6 of this provision.

C.6.6 TEST PANEL

- A.** Contractor shall provide a minimum of one (1) test panel for acceptance. Place, joint and cure the test panel, a minimum of 275 square feet in size or as specified in the Contract Documents, at the required project thickness to demonstrate that in-place void contents, unit weights, and infiltration rates can be met and to demonstrate effective jointing that does not compromise the cured concrete integrity.

- B. Test Panel Infiltration:** Test panels shall be tested for infiltration in accordance with ASTM C1701.
- C. Test Panel Cores:** Test panels shall have three (3) cores, each six (6) inches in diameter, taken from the panel a minimum of seven (7) days after placement of the pervious concrete. At least one core shall be taken within six (6) inches of a contraction joint. The cores shall be measured for thickness, void structure, and unit weight. Untrimmed, hardened core samples shall be used to determine thickness in accordance with ASTM C42. After thickness determination, the cores shall be trimmed and measured for unit weight in a saturated condition and void content in accordance with ASTM C1754.
- D. Test Panel Acceptance:** Satisfactory test panels will be determined by:
 - a. Infiltration rate of at least 60 inches per hour.
 - b. Compacted thickness within 1/4" of the specified thickness.
 - c. Void Content \pm three (3) percent of the design void content.
 - d. Unit weight \pm five (5) pounds per cubic foot of the design unit weight.

If test panels meet the above mentioned requirements, they can be left in-place and included in the completed work. If test panels do not meet the above mentioned requirements, they shall be removed and disposed of in an approved manner, and replaced with an acceptable test panel at the contractor's expense.

C.6.7 PREPARATION OF GRADE

- A. Sub-Grade Preparation** – Shall be in accordance with Special Provision "Aggregates for Permeable Pavements and Bioretention".
- B. Base Materials** – Shall be in accordance with Special Provision "Aggregates for Permeable Pavements and Bioretention".

C.6.8 HANDLING, MEASURING AND BATCHING MATERIALS

Pervious concrete shall be transported from batching plant to the location of placement by a rolling drum mixer truck with current (within 12 months) certification by the NRMCA. Non-agitating trucks shall not be used. Each truck should not haul more than two (2) loads before being cycled to another type of concrete, unless a stabilizing hydration agent is used in the pervious concrete mix design or if DDOT determines that there is no significant concrete build-up in the concrete mixer after delivery of each load.

C.6.9 MIXING CONCRETE

- A. Concrete shall be mixed for a minimum of one (1) minute after introduction of all materials into the mixer. Truck mixers shall be operated at the speed designated by the concrete producer for at least 75 to 100 revolutions of the drum.
- B. Concrete mixing shall comply with ASTM C94 except that discharge shall be completed within sixty (60) minutes after the introduction of mix water to the cement. This time can be increased to ninety (90) minutes when utilizing a hydration stabilizer. Further water addition is permitted at the point of discharge provided the design water/cement ratio is not exceeded.

C.6.10 LIMITATIONS ON MIXING AND PLACING

Do not install pervious concrete when ambient temperature is below 40°F or above 90°F, or when ambient temperature is forecasted to be below 40°F or above 90°F at any time during the seven (7) days following placement, unless otherwise permitted in writing by the Chief Engineer.

C.6.11 PLACING AND CONSOLIDATING CONCRETE

- A. **Pre-Placement Conference** - A mandatory pre-placement conference will take place at least seven (7) days prior to installation of work and shall include at a minimum engineer, inspector, general contractor, pervious concrete contractor, concrete supplier, and field testing agency.
- B. Wet the base materials or sub-grade immediately prior to concrete placement.
- C. Deposit concrete directly from the transporting equipment onto the base materials or sub-grade, as appropriate.
- D. **Discharge:** Each truckload shall be visually inspected for moisture consistency prior to discharge. Water addition shall not be permitted at the point of discharge to obtain the required mixture consistency and truckloads lacking the required moisture consistency shall be rejected as determined by the inspector. Discharge shall be a continuous operation and shall be completed as quickly as possible. Concrete shall be deposited as close to its final position as practical and such that discharged concrete is incorporated into previously placed and plastic concrete. If consolidation occurs during concrete discharge, placement shall be halted, the mixture shall be addressed, and the consolidated portion removed and replaced immediately.

- E. Other methods of discharging the concrete may be used when specified in the Contract Documents or as allowed by the Chief Engineer.
- F. Spread the concrete using a come-along, short-handle square ended shovel or rake, or similar equipment.
- G. Rolling compaction shall be achieved using a motorized or hydraulically actuated, rotating, weighted tube screed that spans the width of the section placed and exerts a minimum vertical pressure of 10 psi on the concrete. Alternatively a steel pipe roller meeting the same criteria may be used.
- H. Plate compaction is not recommended, but may be necessary in small areas. When necessary, a standard soil plate compactor with a base area of at least two square feet that exerts a minimum pressure of 10 psi on the concrete through a $\frac{3}{4}$ inch minimum plywood cover shall be used.
- I. Cross rolling shall be performed using a roller specifically designed to smooth and compact pervious concrete. Lawn rollers are not allowed.
- J. Foot-traffic shall not be allowed on fresh concrete.

C.6.12 STRIKE-OFF, CONSOLIDATION AND FINISHING

- A. Strike off concrete between forms using a form riding paving machine, vibrating screed, or roller screed.
- B. Do not use steel trowels or power finishing equipment.
- C. Final surface texture shall be achieved by finishing the fresh concrete using a full-width steel roller that provides a minimum compactive pressure to achieve the required tolerances.
- D. Hand tools shall be used to finish the concrete along the slab edges immediately adjacent to forms.
- E. Other methods of producing final surface texture may be permitted when specified in the Contract Documents or approved by the engineer.

C.6.13 CURING

- A. Begin curing within twenty (20) minutes of concrete discharge unless longer working time is approved by the Chief Engineer.
- B. **Curing Material:**
 - a. The pavement surface shall be entirely covered with a minimum six (6) mil thick polyethylene sheet in accordance with Section 501.17(C) of the DDOT Standard Specifications. Sheeting shall be cut to a minimum of the full lane

width and pavement shall remain covered for at least seven (7) uninterrupted days.

- b. Alternate curing materials may be used as approved by the Chief Engineer.
- C. Curing sheets shall be secured and kept secure at all times without using dirt.
- D. **Hot Weather Curing:** A fog shall be sprayed above the surface, before covering, when required due to hot weather conditions. Equipment must include fog nozzles that atomize water using air pressure to create a fog blanket over the slab.
- E. **Cold Weather Curing:** Curing shall be in accordance with DDOT Standard Specification.

C.6.14 JOINTS

- A. Contraction joints shall be installed at locations and spacing shown in the Contract Documents at one-quarter ($\frac{1}{4}$) the depth of the thickness or a maximum of one and a half ($1\frac{1}{2}$) inches for roadway and alley pavements, and at one-half inch ($\frac{1}{2}$ ") for sidewalks and trails. Allowable methods for joint placement, as directed by the Chief Engineer, include:
 - a. **Rolled Joints** - shall be formed in plastic concrete using a steel pipe roller to which a beveled fin with the required diameter to achieve the joint depth has been attached around the circumference of the roller. Rolled joints are formed immediately after roller compaction and before curing. Sidewalks and trails shall have rolled joints.
 - b. **Sawed joints** - shall be constructed as soon as the pervious pavement can be sawed without raveling the sawed edge and before initial cracking occurs, using a wet saw or an early-entry saw. Sawed joints shall typically be constructed between 24 hours and 48 hours after concrete placement, depending on site conditions. At no time during the sawing process shall more pavement surface be exposed than that needed for sawing. Any dust or slurry generated during sawing shall be immediately removed during the sawing operation.
- B. Construction joints shall be installed at locations and spacing shown in the Contract Documents and whenever concrete placement is suspended for a sufficient length of time that concrete may begin to harden.
- C. Expansion joints shall be installed when pervious concrete will abut existing concrete slabs or other structures such as walls, footings, columns, catch basins, stairs, light poles, and other points of restraint.

- D. To reduce raveling at joints, or where pervious concrete meets impervious pavement, finishing may be necessary in accordance with Section 12, Item D of this S.P.

C.6.15 TESTING

Testing responsibilities will be performed by the testing agency at the Contractor's expense. Concrete materials and operations may also be tested and inspected by the owner as work progresses. Use of testing services will not relieve Contractor of the responsibility to furnish materials and construction in full compliance with the Contract Documents. Failure to detect defective work or materials early will not prevent rejection if a defect is discovered later nor shall it obligate the Engineer for final acceptance at any time.

A. Testing Agency: Agencies that perform testing services on concrete shall be AASHTO accredited per AASHTO R18 and meet the requirements of ASTM C1077. Testing agencies performing the testing shall also have experience in testing pervious concrete and shall be accepted by the Engineer before performing any work. Field tests of concrete shall be made by an individual certified as an NRMCA Certified Pervious Concrete Technician, who is also an ACI Concrete Field Testing Technician, Grade 1 in accordance with ACI CPI.

B. Testing Procedure:

- a. Conduct tests in accordance with ASTM C1688 at the beginning of each pervious concrete placement operation for each batch, or for every 50 cubic yards (maximum), or a minimum of one test for each day's placement, to verify fresh density and void content.
- b. A minimum of seven (7) days following each placement, three (3) cores, six (6) inches in diameter, shall be taken. The cores shall be measured for thickness, void content and unit weight determined using the methods described in section 6 of this provision Test Panels. Satisfactory test panels will be determined by:
 - i. Compacted thickness $+3/4"$, $-1/4"$ of the specified thickness.
 - ii. Void Content \pm three (3) percent of the design void content.
 - iii. Unit weight \pm five (5) pounds per cubic foot of the design unit weight.
- c. If pervious concrete fails to meet the above requirements, the Chief Engineer shall make a determination of acceptance, rejection, or acceptance at a reduced price, per Section 501.15 paragraph (A) of the DDOT Standard Specifications.

- C. The infiltration of the pavement surface shall be tested in accordance with ASTM C1701. All applied water shall infiltrate directly without puddle formation or surface runoff, and the testing shall be observed by DDOT. A minimum infiltration rate of 60 inches per hour shall be achieved.
- D. Submit all test results to the Chief Engineer.
- E. Cores holes shall be filled with standard concrete.

C.6.16 OPENING TO TRAFFIC

Both vehicular traffic and pedestrian traffic shall be excluded from pervious concrete pavement after the placement of curing materials as follows:

- A. 7 days for pedestrian traffic on sidewalks or pavements
- B. 14 days for vehicular traffic on alleys
- C. As determined by Chief Engineer for vehicular traffic on roadways, but not less than 14 days.

C.6.17 TOLERANCES

Pavement must be mechanically swept and finished before testing for compliance with tolerances. Construct pavement to comply with the tolerances of Section 501.23 of the DDOT Standard Specifications and the following:

- A. Thicknesses: + 3/4 inch; - 1/4 inch; refer to Section 501.23 of the DDOT Standard Specification for disposition on pavement with average thickness which is less than the thickness by more than 1/8 inch.
- B. Elevation: + or - 1/2 inch
- C. Contraction joint depth: +1/4 inch, -0 inch

C.6.18 MEASURE AND PAYMENT

The unit of measure for Pervious PCC Pavement or Sidewalk will be the square yard at the specified thickness. The actual number of square yards, complete in place measured along the surface, will be paid for at the contract unit price per square yard, or adjusted unit price per square yard if required under Section 501.23 of the DDOT Standard Specifications, which payment will be full compensation for furnishing, hauling, and placing all materials, including formwork, concrete work, joints, expansion joint materials, waterproofing, load transfer devices, impervious material, sealing of joints and curing. Payment for will include all costs for furnishing all materials, labor, tools, equipment and incidentals to complete the work.

C.7 PRECAST POROUS CONCRETE (PAVING SLAB) PAVEMENT

This S.P. supplements DDOT Standard Specifications Sections 501 and 503.

C.7.1 DESCRIPTION

This work shall consist of constructing pervious Portland cement concrete roadway pavements, alleys, sidewalks, or trails on a prepared sub-grade in accordance with these special provisions and in conformity with the lines, grades, thicknesses and typical sections shown in the contract documents or as directed by the Chief Engineer.

The pervious precast concrete pavements shall consist of a mixture of Portland cement, aggregate, water, admixtures and other ingredients as may be specified. Except as herein stated, the requirements specified for DDOT Standard Specifications 501 Portland Cement Concrete Pavement and 503 Portland Cement Concrete Alley are applicable to this provision.

C.7.2 REFERENCES

ASTM C 33 Standard Specification for Concrete Aggregates

ASTM C42/C42M Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C 136 Testing Method for Sieve Analysis of Fine and Coarse Aggregates

ASTM C 1701/1701M Standard Test Method for Infiltration Rate of In Place Pervious Concrete.

ASTM D 1883, Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils

ACI 522R-06 Pervious Concrete

C.7.3 SUBMITTALS

- A.** Shop drawings; installation plan showing layout of each full and partial precast porous concrete paving slab complete with lifting points in surface, edge restraint detail(s), and geotextile manufacturer specification sheets, indicate materials outside perimeter and profiles/sections.
- B.** Test results performed by an independent testing laboratory of the following:
 - 1. Particle-size analysis in accordance with ASTM C 136 for the crushed stone storage reservoir (subbase) and crushed stone choker (base) with source(s) of supply noted.
 - 2. Infiltration rate in accordance with ASTM C 1701/C 1701M and bulk

density for the precast porous concrete paving slabs conforming to ACI 522R-06.

3. Average Core Compressive strength in accordance with ASTM C42/C42M of cores obtained from the precast concrete paving slabs; conforming to ACI 522R-06.

C. Results of other tests specified by the project design professional.

C.7.4 MATERIALS

A. PRECAST POROUS CONCRETE PAVING SLAB

1. Permanent lifting points shall be imbedded in the top of the slabs for ease of slab installation, maintenance, removal and reinstallation.
2. Typical dimensions of precast porous concrete slabs shall be 5 ft. by 8 ft. in plan; half-sized shall be 5 ft. by 4 ft. in plan; and 5 ft. by 2.5 ft. in plan. Please refer to project specific drawing(s) for specific Modular Precast Porous Concrete sizing. Modular Precast porous concrete slabs shall be 5 in. thick. Joints between adjacent rows of panels shall be staggered when possible.
3. Average core compressive strength at 28 days per ASTM C42/C42M; conforming to ACI 522R-06 and applicable ASTM specifications.
4. Infiltration rate in accordance with ASTM C 1701/C 1701M; conforming to ACI 522R-06.
5. Concrete average unit weight of 125 LB/CF (+/- 5%) conforming to ACI 522R-06.
6. The slab unit shall include a minimum of 2 lifting permanent lifting points.
7. Modular precast porous concrete slabs shall be cured by the manufacturer's approved methods; slabs shall not be shipped until the porous concrete has achieved 85% of the minimum compressive strength.

B. EDGE RESTRAINT (Note: Edge restraint should be provided on all perimeter sides of precast porous concrete pavement installations.)

1. Edge restraint installed at exterior sides of precast porous concrete paving slabs shall be as follows:
2. Material: Preformed Expansion Joint filler conforming to DDOT Standard 807.01.

C. CRUSHED STONE STORAGE RESERVOIR (SUBBASE) AND LEVELING COURSE

1. Use of screened rounded gravel is prohibited.
2. All crushed stone shall be double-washed and clean and free of all fines

- and debris.
3. Compacted crushed stone for storage reservoir (subbase) shall conform to ASTM C 33 Size Number 57 Grading Requirements for Coarse Aggregates. Minimum thickness of compacted storage reservoir (subbase) layer shall be 6 in.
 4. Uncompacted/screed crushed stone for leveling course shall conform to ASTM C 33 Size Number 8 Grading Requirements for Coarse Aggregates. Minimum thickness of un-compacted/screed leveling course layer shall be 2 in.

D. GEOTEXTILE

1. Subgrade shall not be compacted or permanently covered with geotextile unless approved by the project manager and shall be as follows:
 - a) Material Type: Geotextile shall be an AASHTO M288 Class 2 Non-Woven geotextile.

E. PERFORATED UNDERDRAINS

1. Perforated Underdrains shall be installed as per the contract drawing(s) and DDOT Standards 601.

C.7.5 QUALITY ASSURANCE

A. QUALIFICATIONS

1. Installation Contractor Qualifications
 - a) Installation shall include planning the work, horizontal and vertical layout, fine grading of subgrade, installing membrane and/or geotextile in accordance with the respective manufacture's recommendations, placing and compacting crushed stone reservoir storage (subbase), place and screed crushed stone leveling course (base), installation of edge restraint, and placing precast porous concrete paving slabs.
 - b) Installation contractor shall have documented experience with the successful installation of precast porous concrete paving slabs similar in complexity of this project.
 - c) The installation contractor shall use adequate forces including equipment and skilled workers. Workers shall be trained and experienced in the necessary crafts and completely familiar with the specified methods needed for proper performance of this Specification.
 - d) All materials, methods of installation and workmanship shall conform to requirements of ASTM, ACI, DDOT's and other

applicable Standards.

- e) Precast porous concrete paving slabs shall be visually inspected by the manufacturer for completeness, texture and consistency with installation drawings. A small amount of “skinning”, not to exceed 5% of the top or bottom of slab surface areas, will be allowed.
- f) Review the contractor’s installation plan in a pre-construction meeting with manufacturer’s representatives, paving slab installation contractor, general contractor, project design professional and owner’s representative.

B. WEATHER CONSIDERATIONS

- 1. Do not place and/or compact crushed stone subbase in rain or snow, or on saturated or frozen subgrade.
- 2. Do not place and/or screed crushed stone base in rain or snow, or on saturated or frozen subbase.
- 3. Do not install precast porous concrete slabs in rain or snow, or on saturated or frozen base.

C. DELIVERY, HANDLING AND STORAGE

- 1. Coordinate delivery to not interfere with other construction and avoid delays.
- 2. Slabs shall be offloaded by a trained and licensed experienced operator. Slabs delivered on pallets can be offloaded in its entirety.
- 3. Store slabs on level ground and propped with 4-in. by 4-in., minimum, timbers placed parallel to one another located directly beneath imbedded lifting points. Place timbers between each slab.
- 4. Slabs shall be stored in stacks not more than 6 slabs high. Slabs delivered on pallets can be stored in their entirety.
- 5. Store slabs such that they are kept free from mud, dirt, grass cuttings, accumulation of foliage and debris.

C.7.6 EXECUTION

A. INSTALLATION

- 1. General
 - a) Any excess thickness of soil placed over the soil subgrade to trap sediment transported by runoff from adjacent construction areas shall be removed before placement of [geotextile and] storage reservoir layer.
 - b) Keep area where precast porous concrete paving slabs are to be installed free of sediment during the entire construction period.

[Geotextiles and] Storage reservoir crushed stone contaminated with sediment shall be removed and replaced with clean materials.

- c) Do not damage drainpipes, underdrains, observation wells, roadway boxes, manholes or any other utilities during installation. Report any damage immediately to the Engineer.
- d) Installation of Modular Precast Porous Concrete slabs shall be in strict accordance with the manufacturer's recommendations, all information contained in this specification, and all related drawings.
- e) Any excess soil placed on subgrade to trap sediment shall be removed before placement of subbase; Keep area where Modular Precast Porous Concrete slabs are to be installed free of sediment during the entire construction period.
- f) Subbase crushed stone contamination with sediment shall be removed and replaced with clean materials; Do not damage drainpipes, underdrains, observation wells, roadway boxes, manholes, or other utilities during installation. Report any damage immediately to the Project Manager. Any damage shall be replaced or repaired as part of the bid price of this item (by the contractor)

2. Geotextiles

- a) Place geotextile on prepared subgrade side slopes and extend a maximum of 1 foot under the bottom of storage reservoir, do not place geotextile under other areas of infiltrating system; secure in place to prevent wrinkling.
- b) Overlap geotextile edges in accordance with the manufacturer's requirements, and a minimum of 12 in. in the direction of drainage flow.

3. Compacted Reservoir Storage Layer

- a) Place open graded stone base over prepared subgrade (per ASTM C 33 Size Number 57) crushed stone over the prepared subgrade and spread and level evenly by raking to minimum thickness specified by the project design professional Project Manager, or a minimum of 6 in; do not disturb prepared subgrade or shift, wrinkle or fold the geotextile. Place crushed stone to protect geotextile from tearing under equipment tires and tracks.
- b) Compact layer, with a minimum of two complete passes, one pass each in mutually perpendicular directions, with a 3 to 5 ton smooth, double or single, drum roller operated in vibratory mode. Following vibratory compaction, apply two complete passes, one

pass each in mutually perpendicular directions, with the roller operated in static mode. Continue static rolling until there is no visible movement, weaving or deflection in the surface of the storage reservoir layer.

- c) The surface tolerance of the compacted storage reservoir layer shall be + 3/4 in. under a 10 ft. straightedge. Prior to placing the washed aggregate the recommended subbase surface tolerance should +/- 3/8 in. under a 10 ft. straight edge.
- d) Compacted storage reservoir area shall not substantially exceed that which is covered by paving slabs by the end-of-day.

Note: Prior to placing the choker (base) layer, the recommended subbase surface tolerance should be $\pm 3/8$ in. over a 10 ft. straight edge.

- 4. Uncompacted/Screed Crushed Stone Leveling Course Layer
 - a) Place and spread ASTM C 33 Size Number 8 crushed stone evenly over the screed rails to a thickness of 2-3 in. Level surface of crushed stone with screed.
 - b) Do not compact or disturb screed leveling layer.
 - c) The surface tolerance of the screed leveling layer shall be + 1/4 in. under a 10 ft. straightedge.
 - d) Screed leveling layer placed shall not substantially exceed that which is covered by paving slabs by the end-of-day.

B. EDGE RESTRAINT

- 1. Install edge restraints per the drawings at the indicated locations and elevations.

Note: The uniformity of the leveling (base) layer determine the differential settlement between precast porous concrete paving slabs. The slab installation contractor should not correct deficiencies in the leveling layer surface with additional stone, raking, compaction or by other similar means. It is recommended that the surface of the leveling layer be checked and accepted by the general contractor, or designated party, in writing to the paving slab subcontractor, prior to placing precast porous concrete paving slabs.

C. Slab Placement

- 1. After an area is completely paved, set the precast porous concrete slabs into the screed crushed stone leveling course layer by trafficking with light rubber-tired equipment.
- 2. Lay slabs in pattern(s) shown on approved drawings.
 - a) Slabs shall only be lifted and placed using swivels and spreader

chains. Chains, cables or slings should never be wrapped around slabs for lifting under any circumstances. Swivels shall be securely bolted snug but not over-tightened to avoid damage to the surface.

- b) Place units hand tight without using metal hammers, pry bars or drift pins. Make horizontal adjustments to placement of laid slabs with wood wedges and levers, and rubber mallets as needed.
- c) Provide joints between slabs of ¼" wide with Spacer provided by manufacturer. No joints shall exceed ¼" in width.
- d) Care should be taken to place adjacent slabs at same elevation (i.e. level to each other). Slabs shall not deviate by more than 1/4" vertically from one to the next.
- e) Joints shall be left open – No stone or sand is to be placed in joints.
- f) Joint lines shall not deviate more than ±½ in. over 50 ft. from string lines.
- g) Fill gaps at the edges of the paved area with properly-sized end slabs.
- h) Cut end slabs to be placed along the edge or corners with masonry saw. Cut units shall be no shorter than [1/4 of a whole slab].
- i) Keep construction equipment off unrestrained paving slabs.
- j) Remove and replace any slabs cracked or damaged during installation with new ones. Reset slabs not in conformance with specified installation tolerances
- k) Check final surface elevations of set slabs for conformance to design drawings. The final surface tolerance from grade elevations shall not deviate more than ± 3/8 in. under a 10 ft. straightedge.
- l) The surface elevation of set slabs shall be flush with manholes or the top of utility structures.

D. PROTECTION

1. After work in this section is complete, the general contractor shall be responsible for protecting the precast porous paving slab system from damage and/or contamination with mud, dirt, grass cuttings, accumulation of foliage and debris. Use plastic caps to fill permanent lifting points to protect the holes from filling with dirt or debris. 3

C.7.7 MEASURE AND PAYMENT

The unit of measure for Porous Precast Concrete (Paving Slab) Pavement or Alley will be the square yard at the specified thickness. The actual number of square yards, complete

in place measured along the surface, will be paid for at the contract unit price per square yard, or adjusted unit price per square yard if required under Section 501.23 of the DDOT Standard Specifications, which payment will be full compensation for furnishing, hauling, and placing all materials, including formwork, concrete work, joints, expansion joint materials, waterproofing, load transfer devices, impervious material, sealing of joints, steel edging and curing. Payment for will include all costs for furnishing all materials, labor, tools, equipment and incidentals to complete the work.

C.8 PERMEABLE UNIT PAVERS

This S.P. supplements the DDOT Standard Specifications.

C.8.1 DESCRIPTION

This work shall consist of constructing permeable unit pavers on a prepared sub-grade in accordance with these specifications and in conformity with the lines, grades, thicknesses and typical sections shown in the contract documents or as directed by the Chief Engineer.

The permeable unit pavers shall consist of a combination of unit pavers and aggregate for the joints and bedding layer, to form an integrated, structural wearing surface when compacted.

C.8.2 REFERENCES

ASTM C67 – Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile

ASTM C140 - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units

ASTM C150 – Standard Specification for Portland Cement

ASTM C418 - Standard Test Method for Abrasion Resistance of Concrete by Sandblasting

ASTM C595 - Standard Specification for Blended Hydraulic Cements

ASTM C936 – Solid Concrete Interlocking Paving Units

ASTM C979 – Standard Specification for Pigments for Integrally Colored Concrete

C.8.3 MATERIALS

Materials shall be approved in accordance with Section 106 requirements, and as described below.

- A. All unit pavers shall meet surface requirements of the latest Americans with Disabilities Act (ADA) requirements and accessibility guidelines.
- B. Unit pavers shall be of the type, style, color, and other details as described in the Contract Documents and in accordance with all manufacturer's recommendations for the selected unit paver system.
 - a. Shapes: rectangular, L-shaped, hexagonal, square as specified in design plans
 - b. Thickness: 3 1/8 in. for vehicular use, 2 3/8 in. for pedestrian use.
 - c. Colors will match surrounding conditions as specified in design plans: Light gray, brick
 - d. **Concrete Unit Pavers:** The material and fabrication for the unit pavers shall meet or exceed the requirements of ASTM C936 "Solid Concrete Interlocking Paving Units" and must allow a minimum infiltration rate of 60 in/hr. through the pavement upon installation.
 - i. Portland cement: ASTM C150, Type 1.
 - ii. Aggregate: Normal weight ASTM C33.
 - iii. Pigments: ASTM C979 and as specified in the Contract Documents.
 - iv. Other constituents: Previously established by test or experience as suitable for use in concrete, in compliance with applicable ASTM standards or as otherwise approved by the Engineer
 - v. Paver physical properties:
 - (a) Provide only sound units free of defects that would allow proper placing of units to achieve the specified pavement strength and performance.
 - (b) Compressive strength: ASTM C140, when delivered to the project site, average compressive strength of not less than 8,000 psi, with no individual unit less than 7,200 psi.
 - (c) Absorption: ASTM C140, average absorption not greater than 5%, with no individual unit greater than 7%.
 - (d) Resistance to freezing and thawing: ASTM C67, with no breakage and not greater than 1% loss in dry mass of any individual unit after 50 cycles of freezing and thawing.
 - (e) Abrasion resistance: ASTM C418, maximum volume loss of 0.915 cubic inches / 7.75 sq. in. Average thickness loss of no more than 0.118" (3 mm) due to abrasion testing.
 - (f) Dimension tolerances: Length +/- 1/16", Height +/- 1/8"

- e. **Other Material Unit Pavers:** Clay, brick, or other alternate materials shall be utilized as called for in the Contract Documents and shall meet physical properties described above in 2.d., unless otherwise specified in Contract Documents.
- C. **Bedding and Joints:** AASHTO #8 aggregate or similar, as directed by the Contract Documents and in accordance with DDOT Special Provision for Aggregate Base Course for Permeable Pavement and Bioretention.

C.8.4 SUBMITTALS

Contractor shall submit drawings and documentation as required in this specification and obtain written acceptance of submittals before using the materials or methods requiring approval.

- A. **Contractor Qualifications** – At the time of bid submission, Contractor shall:
 - a. Submit the name and qualifications of the installer, providing written evidence of project experience and proficiency in successfully completing permeable unit paver construction including a minimum of three (3) completed projects, total square footage to exceed the project quantities with owner information, address and a sample of the product used, or photographs thereof, and the following: complete description of the product type and style; and details of the manufacturer’s mold assembly with patterns, dimensions, all edge details and radii, spacer bars, and the mold head or shoe; and
 - b. Submit written evidence of an Installer who will be onsite at all times during the unit paver installation, with a current certificate from the Interlocking Concrete Pavement Institute (ICPI) Installer Certification Program and a record of completion from the Permeable Interlocking Concrete Pavers (PICP) Specialist Course, or
 - c. Submit written evidence that the Contractor will obtain the service of a consultant who has the required certifications and who will be on site at all times during the unit paver installation, acting as the installer for the project.
- B. **Testing Agency** – Within seven (7) days after notice to proceed, the Contractor shall submit the name and location of a third party QA testing agency with experience in testing permeable interlocking unit pavements, who will oversee and document production and assembly. Use of testing services will not relieve contractor of the responsibility to furnish materials and construction in full compliance with the Contract Documents.

- C. Producer Qualifications** – Within seven (7) days after notice to proceed, the Contractor shall furnish the name and location of the plant that will produce the unit pavers.
- a. Product Information: The plant shall provide product information including all material sources and all manufacturers’ recommendations that are relevant to the project.
 - b. Certifications: The plant shall provide current certifications, signed by the material sources as relevant, stating that the materials will meet or exceed all specified requirements.
 - c. Samples: The plant shall provide three (3) samples of unit pavers.
- D. Test Panels** – At least fifteen (15) days before construction of permeable interlocking unit pavers, and following the engineer’s acceptance of the qualifications described above, the Contractor shall provide a minimum of one (1) test panel for acceptance. Place, joint and cure the test panel, to be a minimum of 275 square feet in size or as specified in the Contract Documents, at the required project thickness to demonstrate to the engineer’s satisfaction that the unit pavers and design flow rates are acceptable, and that a satisfactory pavement can be installed at the site location. Testing shall be in accordance with Section (G).
- E. Test Reports** - Submit test reports certifying compliance with all material and physical requirements stated herein. All tests shall have been conducted not more than twelve (12) months before manufacturing of the unit pavers.

C.8.5 PREPARATION OF GRADE

- A. Sub-Grade Preparation** – Shall be in accordance with DDOT Special Provision for Aggregate Base Course for Permeable Pavement and Bioretention.
- B. Base Materials** – Shall be in accordance with DDOT Special Provision for Aggregate Base Course for Permeable Pavement and Bioretention.
- C. Edge Restraints** - Install all edge restraints of the types, locations and dimensions shown on the Contract Documents and at the lines and grades required. Permeable pavement shall not be allowed without edge restraints around the entire perimeter without the written approval of the Engineer.
- D. Protection** - Shall be in accordance with DDOT Special Provision for Aggregate Base Course for Permeable Pavement and Bioretention.

C.8.6 INSTALLATION

- A. Pre-Placement Conference - A mandatory pre-installation conference will take place at least two (2) weeks prior to installation of the unit pavers and shall include at a minimum engineer, inspector, general contractor, permeable unit paver installer, manufacturer, and field testing agency.
- B. Install base materials in accordance with the DDOT Special Provision for Aggregates for Permeable Pavement and Bioretention.
- C. Moisten, spread and screed aggregate bedding material and fill any voids left by screed rails. Do not roll or compact the bedding material prior to placing unit pavers.
- D. Lay the unit pavers in the type, style, pattern, dimensions, and locations with joint widths as recommended by the Manufacturer and shown on the Contract Documents. Maintain consistent and uniform patterns for the entire pavement area.
- E. Fill gaps at the edges of the paved area with cut units. Cut pavers subject to vehicular traffic shall be no smaller than 1/3 of a whole unit and shall have no sharp edges. Patterns shall be maintained to the extent possible in placing cut units to fill gaps in the pattern. Stagger blocks to avoid running bond or other straight joints or seams in the pattern.
- F. Fill the openings and joints with washed ASTM No. 8 aggregate. Some paver joint widths may be too narrow to accept most No. 8 stone. In such case, use joint material that will fill joints such as washed ASTM No. 89 or No. 9 stone. Sweep excess aggregate from the surface.
- G. Compact and seat the unit pavers into the bedding material using a low amplitude, 75-90 Hz plate compactor capable of at least 5,000 lbf centrifugal compaction force. This will require at least two (2) passes with the plate compactor over the entire surface.
- H. Apply additional ASTM #8, #9 or #89 aggregate to the openings and joints as needed, filling them in completely, then remove excess aggregate by sweeping, and make at least two (2) more passes with the plate compactor over the entire surface.
- I. All unit pavers within six (6) feet of the laying face must be fully compacted at the completion of each day's work.

C.8.7 TESTING

Testing responsibilities will be performed by the Contractor's testing agency or the Manufacturer at the Contractor's expense, as described below. Materials approval testing will be performed by DDOT. Failure to detect defective work or materials early

will not prevent rejection if a defect is discovered nor shall it obligate the owner for final acceptance at any time.

- A. **Manufacturer's Testing** – Testing of the materials to demonstrate compliance with the requirements of Section (C) of this specification shall be the combined responsibility of the Contractor and the manufacturer. Test results shall be approved by the Engineer in advance of the construction work.
- B. **Smoothness Testing** - Test finished unit paver system with a 10 foot straightedge, applied parallel with and at right angles to the center line of the paved area. Correct deviations in the surface in excess of one-half (1/2) inch by removing the unit pavers as necessary and then loosening, adding or removing material, re-shaping, watering, and re-compacting. The smoothness requirements specified herein apply only to the top lift of each layer, when base course is constructed in more than one lift.
- C. **Infiltration Testing** - The full permeability of the pavement surface shall be tested prior to final acceptance by application of clean water at least 5 gallons per minute, using a hose or other distribution device. Water used for the test shall be clean, free of suspended solids and deleterious liquids. All applied water shall infiltrate directly without large puddle formation or surface runoff, and the testing shall be observed by the Engineer. A minimum flow rate of 60 inches per hour is required.

C.8.8 PROTECTION

- A. As construction is completed, maintain and protect the permeable pavement. Correct deficiencies in thickness, composition, construction, and smoothness, which develop during the maintenance, to conform to the requirements specified herein.
- B. Finishing along the edges of the permeable pavement for protection during construction shall be until the site is fully stabilized, at which time excess filter fabric and impermeable liners can be cut back to the pavement edges.
- C. In addition, runoff onto permeable pavement shall be minimized until the site is fully stabilized as described in the Contract Documents. Diversion ditches or other approved types of erosion and sediment control measures shall be placed at the toe of slopes which are adjacent to permeable pavement, to prevent sediment from washing into pavement areas at all times during and after construction. Any sediment accumulation onto the permeable pavement shall be removed immediately by cleaning or replacement of the aggregate by the Contractor at no cost to the owner.

C.8.9 MEASURE AND PAYMENT

The unit of measure for Permeable Unit Pavers will be in square yards for the type(s) specified in the Contract Documents. The actual number of square yards complete in place will be paid for at the contract unit price per square yard, or adjusted unit price per square yard, which payment includes unit pavers, bedding material, and joint filler, complete and in place. Payment will include costs for furnishing all materials, labor, tools, equipment and incidentals to complete the work.

C.9 CERAMIC PERMEABLE BRICK (UNIT) PAVERS

The following special provisions apply to the procurement and installation of permeable interlocking pavement and Ceramic Brick (Unit) Pavers within the alley.

C.9.1 DESCRIPTION

This work shall consist of constructing Ceramic permeable unit pavers on a prepared sub-grade in accordance with these specifications and in conformity with the lines, grades, thicknesses and typical sections shown in the contract documents or as directed by the Chief Engineer.

The ceramic permeable unit pavers shall consist of a combination of unit pavers and aggregate for the joints and bedding layer, to form an integrated, structural wearing surface when compacted.

C.9.2 REFERENCES

American Society for Testing and Materials (ASTM)

C 131, Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C 136, Method for Sieve Analysis for Fine and Coarse Aggregate.

C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.

D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.

C 936, Standard Specification for Solid Interlocking Concrete Pavers.

C 979, Specification for Pigments for Integrally Colored Concrete.

D 698, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5-lb (2.49 kg) Rammer and 12 in. (305 mm) drop.

D 1557, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (4.54 kg) Rammer and 18 in. (457 mm) drop.

D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.

D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).

D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

C.9.3 PRODUCTS

A. Section Includes

1. Permeable pavers.

B. Related Sections

1. PERVIOUS BASE COURSE
2. PERFORATED UNDERDRAIN PIPE
3. PCC CHECK DAM

C.9.4 SUBMITTALS

A. In accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

B. Paver manufacturer's/installation subcontractor's drawings and details: Indicate perimeter conditions, junction with other materials, expansion and control joints, paver [layout,] [patterns,] [color arrangement,] installation [and setting] details. Indicate layout, pattern and relationship of paving joints to fixtures, and project formed details.

C. Minimum 3 lb. (2 kg) samples of subbase, base and bedding aggregate materials.

D. Sieve analysis of aggregates for subbase, base and bedding materials per ASTM C 136.

E. Project specific or producer/manufacturer source test results for void ratio and bulk density of the base and subbase aggregates.

F. Soils report indicating density test reports, classification, and infiltration rate measured on-site under compacted conditions, and suitability for the intended project.

G. Erosion and sediment control plan.

H. Permeable pavers:

- a. Paver manufacturer's catalog sheets with product specifications.
- b. Four representative full-size samples of each paver type, thickness, color,

and finish. Submit samples indicating the range of color expected in the finished installation.

- c. Accepted samples become the standard of acceptance for the work of this Section.
 - d. Laboratory test reports certifying compliance of the concrete pavers with ASTM C 936.
 - e. Manufacturer's certification of concrete pavers by ICPI as having met applicable ASTM standards.
 - f. Manufacturers' material safety data sheets for the safe handling of the specified paving materials and other products specified herein.
 - g. Paver manufacturer's written quality control procedures including representative samples of production record keeping that ensure conformance of paving products to the product specifications.
- I. Paver Installation Subcontractor:**
- a. Demonstrate that job foremen on the project have a current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.
 - b. Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.
 - c. Written Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures, including representative reporting forms that ensure conformance to the project specifications.

C.9.5 QUALITY ASSURANCE

- A. Paver Installation Subcontractor Qualifications:**
- 1. Utilize an installer having successfully completed paver installation similar in design, material and extent indicated on this project.
- B. Review the manufacturers' quality control plan, paver installation subcontractor's Method Statement and Quality Control Plan with a pre-construction meeting of representatives from the manufacturer, paver installation subcontractor, general contractor, engineer and/or owner's representative.**
- C. Mock-Ups:**
- 1. Install a 10 ft. x 10 ft. (3 m x 3 m) paver area.
 - 2. Use this area to determine surcharge of the bedding layer, joint sizes, and

lines, laying pattern, color and texture of the job.

3. This area will be used as the standard by which the work will be judged.
4. Subject to acceptance by owner, mock-up may be retained as part of finished work.
5. If mock-up is not retained, remove and properly dispose of mock-up.

C.9.6 DELIVERY, STORAGE AND HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact on each paver bundle.
 1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
 2. Deliver concrete pavers to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift.
 3. Unload pavers at job site in such a manner that no damage occurs to the product or existing construction
- D. Storage and Protection: Store materials in protected area such that they are kept free from mud, dirt, and other foreign materials.

C.9.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not install in rain or snow.
- B. Do not install frozen bedding materials.

C.9.8 MAINTENANCE

- A. Extra materials: Provide 10% additional material for use by owner for maintenance and repair.
- B. Pavers shall be from the same production run as installed materials.

C.9.9 PRODUCT INFORMATION

- A. Paver Units:
 1. Paver Type: Ceramic Permeable Paver.
 - a. Color: Iron Grey
 - b. Dimensions:
4"x8": 98mm (3 ¾") x 198mm (7 ¾") x 60mm (2 3/8") thickness

- 8"x8": 198mm (7 ¾") x 198mm (7 ¾") x 60mm (2 3/8") thickness
- c. Minimum Compressive Strength: 9200 PSI
- d. Paver unit shall pass storm water at the rate of 2 Inch/minute

C.9.10 PRODUCT SUBSTITUTIONS

- A. Substitutions: Permitted for gradations for crushed stone jointing material, base and subbase materials. Base and subbase materials shall have a minimum 0.40 void ratio. All substitutions shall be approved in writing by the Engineer.

C.9.11 EXECUTION

ACCEPTABLE INSTALLERS

- A. Shall have previous experience with the installation of permeable pavers.

EXAMINATION

- A. Acceptance of Site Verification of Conditions:
 - 1. General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
 - a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
 - b. Provide written density test results for soil subgrade to the Owner, General Contractor and paver installation subcontractor.
 - c. Verify location, type, and elevations of edge restraints, [concrete collars around] utility structures, and drainage pipes and inlets.
 - 2. Do not proceed with installation of bedding and interlocking concrete pavers until subgrade soil conditions are corrected by the General Contractor or designated subcontractor.

PREPARATION

- A. Verify that the soil subgrade is free from standing water.
- B. Stockpile joint/opening filler, base and subbase materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Edge Restraint Preparation:
 - 1. Install edge restraints per the drawings [at the indicated elevations].

INSTALLATION

- A. Permeable pavers and joint/opening fill material

1. Lay the paving units in the pattern(s) and joint widths shown on the drawings. Maintain straight pattern lines.
2. Fill gaps at the edges of the paved area with cut units. Cut pavers subject to tire traffic shall be no smaller than 1/3 of a whole unit.
3. Cut pavers and place along the edges with a [double-bladed splitter or] masonry saw.
4. Fill the openings and joints with No. 8 stone.
5. Remove excess aggregate on the surface by sweeping pavers clean.
6. Compact and seat the pavers into the bedding material using a low-amplitude, 75-90 Hz plate compactor capable of at least 5,000 lbf (22 kN) centrifugal compaction force. This will require at least two passes with the plate compactor.
7. Do not compact within 6 ft. (2 m) of the unrestrained edges of the paving units.
8. Apply additional aggregate to the openings and joints if needed, filling them completely. Remove excess aggregate by sweeping then compact the pavers. This will require at least two passes with the plate compactor.
9. All pavers within 6 ft. (2 m) of the laying face must be left fully compacted at the completion of each day.
10. The final surface tolerance of compacted pavers shall not deviate more than $\pm 3/8$ (10 mm) under a 10 ft. (3 m) long straightedge.
11. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

C.9.12 FIELD QUALITY CONTROL

- A. After sweeping the surface clean, check final elevations for conformance to the drawings.
- B. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.
- C. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.
- D. Bond lines for paver courses: $\pm 1/2$ in. (± 15 mm) over a 50 ft. (15 m) string line.

C.9.13 PROTECTION

- A. After work in this section is complete, the General Contractor shall be responsible for protecting work from sediment deposition and damage due to subsequent construction activity on the site.
- B. PICP installation contractor shall return to site after 6 months from the completion of the work and provide the following as required: fill paver joints with stones, replace broken or cracked pavers, and re-level settled pavers to

initial elevations. Any additional work shall be considered part of original bid price and with no additional compensation.

C.9.14 MEASUREMENT AND PAYMENT

The unit of measurement for PAVERS will be the square yard.

Payment for the various items of work listed herein will include all costs for furnishing all materials, labor, tools, equipment and incidentals to complete the work. The actual number of square yards of the specified area measured complete in place will be paid for at the contract unit price per square yard.

SECTION D: PACKAGING AND MARKING

N/A

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by the DDOT Standard Specifications for Highways and Structures, 2013, unless otherwise stated in the project Specifications and Special Provisions.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of three hundred sixty-five (365) calendar days from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of three (3) one-year 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.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the project specifications.

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and Initial Employment Plan. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

F.4 ORDERING CLAUSE

- F.4.1** 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.
- F.4.2** 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.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer
2000 14th Street NW 6th Floor
Washington, DC 20009
Telephone: 202-673-6813

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and Initial Employment Plan requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and Initial Employment Plan requirements.

G.4 PAYMENT

G.4.1 Partial Payments

Unless otherwise specified in this contract, payment will be made on partial deliverables of goods and services accepted by the District if the Contractor requests it and the amount due on the deliverables is in accordance with the following:

“Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B.”

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

A. “Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and

ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1 percent per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1 percent per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal

amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

(b)

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract Requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Ms. Courtney B. Lattimore
Deputy Chief Contracting Officer
Office of Contracting and Procurement
District Department of Transportation
55 M Street, SE, 7th Floor
Washington, DC 20003
Telephone: 202-671-2270
E-mail address: courtney.lattimore@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for 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

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

G.9.2 The address and telephone number of the COTR is:

Mr. Reginald M. Arno, P.E.
Supervisory Civil Engineer, AWI - Stormwater
District Department of Transportation
55 M Street, SE, 4th Floor
Washington, DC 20003
Telephone: 202-741-5340
Email: Reginald.arno@dc.gov

G.9.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

This Special Provision supplements 103.02 A of the Standard Specifications.

In accordance with applicable provisions of 29 CFR Part 1 which require that the correct wage determination and the appropriate wage rates therein be incorporated into this contract. **General Wage Decision No. DC140001** is bound herein and contains the specific applicable wage rate(s) which is:

Heavy and Highway Construction Rates – Stormwater/Sewer Work/ETAL
Paving and Incidental Grading Rates – Sidewalk/Curb and Gutters/ETAL

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 made a part of this contract. The Contractor will be reimbursed this added labor cost.

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

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

These changes are effective immediately.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND INITIAL EMPLOYMENT PLAN

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, an Initial Employment Plan, (Section J.4) in which the Contractor shall agree that:

- 1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- 2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Initial Employment Plan shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- 1) Number of employees needed;
- 2) Number of current employees transferred;
- 3) Number of new job openings created;
- 4) Number of job openings listed with DOES;
- 5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- 6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - a) Name;
 - b) Social security number;
 - c) Job title;
 - d) Hire date;
 - e) Residence; and
 - f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51 percent of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- 1) Document in a report to the CO the Contractor’s compliance with Section H.5.4 of this clause; or
- 2) Submit a request to the CO for a waiver of compliance with Section H.5.4 and include the following documentation:
 - a) Material supporting a good faith effort to comply;
 - b) Referrals provided by DOES and other referral sources;

- c) Advertisement of job openings listed with DOES and other referral sources; and
- d) Any documentation supporting the waiver request pursuant to Section H.5.6.

H.5.6 The CO may waive the provisions of Section H.5.4 if the CO finds that:

- 1) A good faith effort to comply is demonstrated by the Contractor;
- 2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- 3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- 4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with Section H.5.4 or whether a waiver of compliance pursuant to Section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the Initial Employment Plan, or failure to submit the report pursuant to Section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5 percent of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8.

H.5.9 The provisions of Sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- 1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- 2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- 3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- 4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- 5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- 6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- 7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided that the tenant or retail establishment did not receive direct government assistance from the District;
- 8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence;
- 10) Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- 11) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35 percent of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35 percent subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35 percent of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35 percent of the dollar volume of this contract in accordance with the provisions of Section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;

- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5 percent of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2013 (SCPs) are incorporated herein by reference with the same force and effect as if given in full text.

I.2 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.4 RIGHTS IN DATA

I.4.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.4.2 The term "Technical Data," as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- 1.4.3** The term "Computer Software," as used herein means computer programs and computer databases. "Computer Programs," as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- 1.4.4** The term "computer databases," as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- 1.4.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- 1.4.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- 1.4.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- 1.4.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

1.4.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

1.4.7 The restricted rights set forth in Section 1.4.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in
Contract No. _____ with (Contractor's Name);
and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

1.4.8 In addition to the rights granted in Section 1.4.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section 1.4.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

1.4.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, 1.4, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

1.4.10 For all computer software furnished to the District with the rights specified in Section 1.4.6, the Contractor shall furnish to the District, a copy of the source

code with such rights of the scope specified in Section I.4.6. For all computer software furnished to the District with the restricted rights specified in Section I.4.7, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.4.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.4.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.4.13 Paragraphs I.4.6, I.4.7, I.4.8, I.4.11 and I.4.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

1.7 INSURANCE

- B. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the District of Columbia as the loss payee on the policy, as its interests may appear. A waiver of subrogation in favor of the District of Columbia shall be included.
-
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
 - C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
 - D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property including, but not limited to, tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
 - E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
 - F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated Certificate of Insurance to the CO.
 - G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit Certificates of Insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer listed in Section G.7 above.

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

I.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.9 ORDER OF PRECEDENCE

(a) The contract awarded as a result of this IFB will contain the following clause:

(b) ORDER OF PRECEDENCE

(c)

(d) A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(e)

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.10.1 Pre-Award Approval

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract that has term extending beyond twelve (12) months.

I.11 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.12 COORDINATION WITH OTHERS

This S.P. supplements Article 18 of the Standard Specifications 103.01.

The Contractor is alerted that other contracts either associated with this project or of different scope either have been, will be, or may be released or 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 lane closings and re-openings so as not to cause interference with others or to be in conflict with performance of traffic maintenance by others. The District assumes no liability for contract delays or costs resulting from the performance or non-performance of others.

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

I.13 CONTRACTOR IDENTIFICATION

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

Please refer any question regarding this matter to Office of the Chief Financial Officer of the District Department of Transportation, Telephone (202) 673-6813.

I.14 BID GUARANTY

This S.P. supplements Article 12, Bond Requirements, Part A, of the INSTRUCTIONS TO BIDDERS, STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT OF COLUMBIA GOVERNMENT CONSTRUCTION PROJECTS, 1973, AS AMENDED.

The Bid Guaranty period shall be one-hundred and twenty (120) calendar days after opening of the bids.

I.15 DISPUTES

This S.P. supplements and modifies Article 7 of the Standard Specifications 103.01.

Claims by the District against a Contractor:

A. Claim as used in Section A 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.

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

- C. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- D. Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the Contract in accordance with the decision of the Contracting Officer.

I.16 TITLE VI ASSURANCES

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:

I.16.1 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.

I.16.2 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.

I.16.3 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.

I.16.4 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.

I.16.5 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:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

I.16.6 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.

I.17 FAILURE TO COMPLETE ON TIME

Replace 108.07 of the Standard Specifications with the following:

For each calendar day that contract work remains incomplete after expiration of the specified construction completion time, the sum of \$1,350.00 has been set by the Contracting Officer as liquidated damages from any money due the Contractor.

The Contractor's operation after expiration of construction completion time as extended will in no way waive the District's rights under the contract.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2013, incorporated by reference
J.2	Subcontractor Approval Request Form
J.3	Subcontracting Plan available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Equal Employment Opportunity / Affirmative Action Requirements
J.5	Monthly Employment Utilization Report
J.6	U.S. Department of Labor Wage Determination No. DC140001
J.7	Required Labor Contract Provisions Payment of Predetermined Minimum Wages
J.8	Bidder/Offeror Certification Form
J.9	Way to Work Amendment Act of 2006 - Living Wage Notice 2014
J.10	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2014
J.11	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.12	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.13	Department of Employment Services Initial Employment Plan available at www.ocp.dc.gov click on "Solicitation Attachments"
J.14	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.15	Government of the District of Columbia, Department of Transportation Green Infrastructure, 2013, incorporated by reference
J.16	D.C. Water, Standard Specifications and drawings, latest version, incorporated by reference

Subcontractor Approval Form

(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		

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION PROGRAM:

Submission by the contractor and all subcontractors of an Affirmative Action Plan in compliance with the requirements of Mayor's Order 85-85, is a requirement of this contract. These Affirmative Action Plans must be received by the Contracting Officer, DDOT Office of Contracting and Procurement, 55 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.

MINORITY AND FEMALE UTILIZATION:

A minority utilization rate of forty-two percent (42%) for each craft and a female utilization rate of six and nine/tenths percent (6.9%) in the contractor's and subcontractors' aggregate construction workforce is applicable to this project.

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 EMPLOYMENT UTILIZATION REPORTS:

Submission of Monthly Employment Utilization 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
55 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.

DC OFFICE OF HUMAN RIGHTS
SYSTEMIC ENFORCEMENT DIVISION
AFFIRMATIVE ACTION REVIEW UNIT

DISTRICT OF COLUMBIA GOVERNMENT
MONTHLY EMPLOYMENT UTILIZATION REPORT

1. REPORTING PERIOD
FROM / / TO: / /

This report is required by the Office of Human Rights' Affirmative Action Review Unit pursuant to Mayor's Order 85-85, Part C, Section 1. Failure to report may result in contracts being canceled, terminated or suspended, in whole or in part, and the contractor being declared ineligible for future District of Columbia Government contracts of any kind.

2. PROJECT NAME, LOCATION, CONTRACT NUMBER AND % COMPLETED _____
WARD _____ %
3. CONTRACTOR'S NAME, ADDRESS AND CCB NUMBER _____
MINORITY 4. CONTRACTING AGENCY _____
NON-MIN AMOUNT \$ _____
PRIME
SUB

5. CONSTRUCTION TRADE	6. WORK-HOUR OF EMPLOYMENT										9.		10.	
	6a. TOTAL ALL EMPLOYEE BY TRADE		6b. BLACK (Not of Hispanic Origin)	6c. HISPANIC	6d. ASIAN OR PACIFIC ISLANDERS	6e. AMERICAN INDIAN OR ALASKAN NATIVE	7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES			
Classifications	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														
SUB-TOTAL														
Journey Worker														
APPRENTICE														
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

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

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

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

General Decision Number: DC140001 05/23/2014 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

ASBE0024-001 10/01/2012

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

ASBE0024-002 10/01/2012

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 20.86	5.61

ASBE0024-005 10/01/2012

	Rates	Fringes
--	-------	---------

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

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or 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
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
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 units, 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 bucket and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, 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
14-18	6.....	\$ 36.71

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
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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.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract 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.

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END OF GENERAL DECISION

REQUIRED LABOR CONTRACT PROVISIONS: (MODIFICATIONS)**PAYMENT OF PREDETERMINED MINIMUM WAGES****A. Standard Contract Clauses (Contracts exceeding \$2,000.00).****1. Minimum Wages:**

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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, U. S. Department of Labor, hereinafter referred to as 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 the 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 sections (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 A(1)(iv) 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 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 A(1)(ii) 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.

- iiA. The Contracting Officer of the District of Columbia, Department of Public Works, hereinafter referred to as 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 therefor only when the following criteria have been met:

- (1) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

- (4) With respect to helpers as defined in 29 CFR 5.2 (n)(4), such a classification prevails in the area in which the work is performed.
- iiB. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree with 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 thirty (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.
- iiC. In the event the contractor, or 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (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.
- iiD. The wage rate (including fringe benefits, where appropriate), determined pursuant to subparagraphs (a)(B) or (a)(C) of this paragraph, 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.
- iii. 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 equivalent thereof.
- iv. 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 cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon 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 Officer shall upon his/her own action or upon written request of an authorized representative of the U.S. 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 (or under the U. S. Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the contractor, sponsor, applicant or owner, 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**

- i. 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 (or under the U. S. Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his/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 numbers 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, the certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs.
- iiA. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the District of Columbia Government if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to the District of Columbia Government. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for submission of copies of payrolls of all subcontractors.
- iiB. Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) 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;
 - (3) 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.
- iiC. The weekly submission of a properly executed certification set forth on the reverse side of the

Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraphs (a)(3)(ii) of this section.

- iiD. The contractor shall notify the Contracting Officer in writing of all periods in which no work is performed. This notification applies to the prime contractor and to all subcontractors.
- iiE. 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.
- iii. The contractor or subcontractor shall make the records required under paragraph A(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the U. S. 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 Contracting Officer may, after written notice to the contractor, sponsor, applicant or owner, 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:**

- i. Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeypersons on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce 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 journeyperson'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 journeyperson's 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

- ii. Trainees. 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 journeypersons 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 trainees level of progress, expressed as a percentage of the journeypersons 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 journeyperson 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.

- iii. Equal Employment Opportunity. The utilization of apprentices, trainees and journeypersons under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Contracting Officer may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 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:**

- i. By entering into this contract, the contractor certifies that neither it (nor he/she) nor any person or firm who has an interest in the contractors 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).
- ii. 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).
- iii. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

B. **Contract Work Hours and Safety Standards Act, as amended.**

The Agency Head shall cause or require the Contracting Officer to insert the following clauses set forth in paragraph B(1), (2), (3) and (4) of this section in full in any contract 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 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchpersons 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 mechanics in any work week in which he or she is employed on such work to work in excess of forty hours in such work week 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 work week.

2. **Violation: Liability for Unpaid Wages: Liquidated Damages:**

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 watchpersons and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraph (1) of this paragraph.

3. **Withholding for Unpaid Wages and Liquidated Damages:**

The Contracting Officer shall upon his own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies 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 subparagraph (2) of this paragraph.

4. **Subcontracts:**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. **Contract Work Hours and Safety Standards Act, as amended.**

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the Contracting Officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the Agency Head shall cause or require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Contracting Officer and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project),

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 (a)(1)(iv) 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 § 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 (a)(1)(ii) 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.

(ii)(A) 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:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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.

(C) 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 Administrator for determination. The 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) 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.

(iii) 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.

(iv) 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 (write in name of Federal Agency or the loan or grant recipient) 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, 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*

(i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of 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 (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, 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 sponsoring government agency (or the applicant, sponsor, or owner).

(B) 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:

(1) 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;

(2) 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;

(3) 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.

(C) 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 (a)(3)(ii)(B) of this section.

(D) 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.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) 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 Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, 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*

(i) *Apprentices.* 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.

(ii) *Trainees.* 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.

(iii) *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.

(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 in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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*

(i) 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).

(ii) 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).

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

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any 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 § 5.5(a) or 4.6 of part 4 of this title. 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 (b)(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 (b)(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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility, Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation:		
<input type="checkbox"/> Joint Venture	Date of Organization:		
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:		
<input type="checkbox"/> Nonprofit Organization	Date of Organization:		
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:		
<input type="checkbox"/> Sole Proprietor	How many years in business?:		
<input type="checkbox"/> Other	Date established?:		
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or (b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			

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

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

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	

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

PART 3: BUSINESS RESPONSIBILITY

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

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	
3.2 Been proposed for suspension or debarment?	
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	

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

PART 4: CERTIFICATES AND LICENSES

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

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	

PART 5: LEGAL PROCEEDINGS

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

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: RESPONSE UPDATE REQUIREMENT	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract: (a) Within sixty (60) days of a material change to a response; and (b) Prior to the exercise of an option year contract.	
PART 8: FREEDOM OF INFORMATION ACT (FOIA)	
8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeree's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeree certifies that:

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

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

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeree certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

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

PART 4: FIRST SOURCE LAW OBLIGATIONS

4.1 I certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

PART 1: BUY AMERICAN ACT COMPLIANCE

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

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

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

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

Name [Print and sign]:	Telephone #:	Fax #:
------------------------	--------------	--------

Title:	Email Address:
--------	----------------

Date:

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

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2014, the living wage rate is \$13.60.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential facility or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2014, the living wage rate is \$13.60 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited

institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 4058 Minnesota Avenue, NE, Fourth Floor, Washington, DC 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF BIDDERS**

1. Non-Collusion Affidavit
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
3. Payment to Subcontractors and Suppliers Certification
4. Equal Opportunity Compliance
5. D.C. Residents Employment Agreement
6. Bid Bond, including Certificate as to Corporation
7. Bid Form
8. Certification of Independent Price Determination

INVITATION NO.: DCKA-2014-B-0047

SUBJECT: Stormwater & Drainage Improvements at Various Locations-Citywide

NON-COLLUSION AFFIDAVIT

I, the undersigned depose and certify that I am the _____
Title

_____ Of the _____
Company

That I am authorized to make this affidavit on behalf of said company; and that said company y has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal submitted in connection with proposed contract.

Signature of Official

Date

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

INVITATION NO.: DCKA-2014-B-0047

PROJECT: Stormwater & Drainage Improvements at Various Locations-Citywide

_____, being
(President or Authorized Official of Bidder)

duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions shall not necessarily result in denial of award, but shall be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Date

Contractor

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

INVITATION NO.: DCKA-2014-B-0047

PROJECT: Stormwater & Drainage Improvements at Various Locations-Citywide

PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATION

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and shall make payments to his subcontractors and suppliers within seven (7) business days of receipt of such payment by DCDOT for work performed by subcontractors/suppliers.

The certification must be accompanied by a list of all subcontractors and suppliers who shall receive payment from the invoice and the dollar amount. Payment shall not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To: Contracting Officer
Department of Transportation
55 M Street S.E., 7th Floor
Washington, DC 20003

I hereby certify:

I have made, or shall make payments to all my subcontractors/suppliers within seven (7) business days of receipt of such payment by DCDOT for work performed by subcontractors/suppliers. The subcontractors and suppliers are listed herein:

Contractor/Company Name

Signature of Official

Date

Title

FAP
DC
Revised 3/12

INVITATION NO.: DCKA-2014-B-0047

PROJECT NAME: Stormwater & Drainage Improvements at Various Locations-Citywide

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR’S ORDER 85-85, EFFECTIVE JUNE 10, 1985, and THE RULES IMPLEMENTING MAYOR’S ORDER 85-85, 33 DCR 4952, (published August 15, 1986), “ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS,” ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW ITS WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR’S ORDER 85-85 and THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR’S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, the authorized representative of, _____
_____, hereinafter referred to as “Contractor” certify that the Contractor is fully aware of all of the provisions of Mayor’s Order 85-85, effective June 10, 1985, and of the Rules implementing Mayor’s Order 85-85, 33 DCR 4952. I further certify and assure that the Contractor shall fully comply with all applicable provisions of the Mayor’s Order and implementing rules if awarded the DC Government contract referenced by the contract number entered below. Further, the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor’s compliance with the above-cited Orders and Rules.

CONTRACTOR

AUTHORIZED REPRESENTATIVE

TITLE

CONTRACT NUMBER

DATE

INVITATION NO.: DCKA-2014-B-0047

PROJECT NAME: Stormwater & Drainage Improvements at Various Locations-Citywide

EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District’s following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor’s Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor’s Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into an Initial Employment Plan with the District of Columbia Department of Employment Services (DOES). Under this Initial Employment Plan, the Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the Initial Employment Plan directly with DOES. Nothing in this certification or the Initial Employment Plan shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____
Signature _____ Date _____

Office of Contracting and Procurement (CONSTRUCTION)	BID BOND		Date Bond Executed (Must Not be later Than Bid Opening Date)		
Bid Bond Period Ninety (90) Working Days After Bid Opening	TYPE OF ORGANIZATION ("X")				
PRINCIPAL Name(s) and Address(es)	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION				
SURETY (IES) Name(s) and Address(es)	PENAL SUM OF BID				
	AMOUNT NOT TO EXCEED				
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)	5% OF BID
	BID IDENTIFICATION				
	BID OPENING DATE		INVITATION NO: DCKA-2014-B-0047		

KNOW ALL MEN BY THE PRESENTS. That we, the Principal and Surety(ies) hereto, are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called the District, in above penal sum for the payment of which we bind ourselves, our heirs, executors and successors, jointly and severally Provided, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) working days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after being called upon to do so, furnish Performance & Payment bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety working days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. Signature	1. Attest	Corporate Seal
Seal		
Name & Title (Typed)	Name & Title (Typed)	
2. Signature	2. Attest	Corporate Seal
Seal		
Name & Title (Typed)	Name & Title (Typed)	

PRINCIPAL (Continued)

CERTIFICATE AS TO CORPORATION

I, _____ certify that I am _____ who
Secretary of the Corporation named as Principal herein, that _____
signed this bond on behalf of the Principal was then _____

Of said corporation; that I know this signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-In-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (Typed)		
2. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-In-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporation's name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by President or Vice President; if signed by other official, evident of authority must be furnished. Such evidence should be in the form of an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary, or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the US Treasury Department's list of approved sureties and must be acting within the limitations set forth therein, and shall also be listed with the "Insurance Administration, Department of Consumer and Regulatory Affairs", to do business in the District of Columbia. The surety shall attach hereto an adequate Power-of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the work "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive shall be affixed.
5. Names of partners must be set out in body or bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

Form No. DC 2640-5

**BID FORM
(CONSTRUCTION CONTRACT)**

Read Instructions to Bidders (See Standard Contract Provisions as amended)	Invitation No.: DCKA-2014-B-0047 Issue Date:
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TO: CONTRACTING OFFICER, GOVERNMENT OF THE DISTRICT OF COLUMBIA

In compliance with above Invitation, the undersigned proposes to furnish all plant, labor and materials and perform required work per provisions as set forth in the Standard Contract Provisions, as amended, specifications, addenda, drawings, for the consideration of:

PROJECT TITLE: STORMWATER & DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS-CITYWIDE

The undersigned agrees that if he is awarded the Contract within 90 calendar days after bid opening date and he is notified thereof, he will within 10 days after the prescribed forms are forwarded for execution, or within any authorized extension of time, execute and deliver a Contract on Form No. DC 2640-6 and furnish performance and payment bonds on Form No. DC 2640-7 and Form No. DC 2640-8 with good and sufficient survey; and that if he falls or refuses, required bid guaranty shall be applied as specified in Instructions to Bidders.

Undersigned acknowledges receipt of the following addenda. Failure to acknowledge receipt of all addenda may result in rejection of bid.

Addendum No.	1	2	3	4	5	6	7	8
Received								

Enclosed is bid guaranty consisting of 5% of the total bid Bid Bond Certified Check Other
Name of bidder must be shown in full if an individual; and if a partnership, full names of all partners must be shown. If bidder is a corporation, impress corporate seal and furnish name of State where incorporated. If joint venture, all parties must sign.

Bidder represents that he operates as an individual joint venture corporation
Incorporated in State of _____ Telephone No. _____

Name of Bidder (Type or print)	Corporate Seal
DUNS or RUBS NO _____	
Business Address (Type or print)	
By (Signature in ink)	Attest
Title of Person Signing	Title of Person Attesting

Envelopes containing bid, guaranty, etc., must be sealed, marked and addressed as follows:

Mark envelope in upper left corner as follows: Invitation No.: DCKA-2014-B-0047 To be opened (date): June 27, 2014 At 2:00 P.M. Envelopes available from Office of Contracting and Procurement	Address as follows: Department of Transportation Office of Contracting and Procurement 55 M Street, S.E., 4 th Floor Washington, DC 20003
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Form No. DC 2640-13
Jul 2006

P-4745

J-3617-74

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each Signature of the Bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-203.16 that:
- 1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Bid, or
 - (iii) the methods or factors used on calculate the prices in the Bid;
 - 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) as an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Bidder deletes or modifies subparagraph (a)(2) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original document in response to the solicitation. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA-2014-B-0047."**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in Section B.4 will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to

their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on **June 27, 2014** as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address on the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than fourteen (14) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fourteen (14) calendar days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 PRE-BID CONFERENCE

A Pre-Bid Conference will be held at 2:00 p.m. on June 6, 2014 at 55 M Street SE Suite 400, Washington DC 20003. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference attendance roster at the conference so that bidder attendance can be properly recorded.

C. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the Pre-Bid Conference but no later than five (5) working days after the Pre-Bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids 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 bids following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 441 4th Street NW 3rd Floor, Washington DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.14 LEGAL STATUS OF BIDDER

(iii) Each bid must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of bidder;

L.14.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.14.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 BID OPENING

(f) The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.16 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall obtain from its insurance broker or insurance company Certificates of Insurance giving evidence of the required coverages as specified in Section I.7, and submit to the Contracting Officer.

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the

prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (g) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (h) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (i) Has a satisfactory performance record;
- (j) Has a satisfactory record of integrity and business ethics;
- (k) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (l) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (m) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (n) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (o) Has not exhibited a pattern of overcharging the District;
- (p) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (q) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth in Section L.17, the prospective contractor must demonstrate to the satisfaction of the District as outlined in the Special Provision titled "Prefabricated Bridges." The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets

the Special Standard(s) of Responsibility. At a minimum, a bidder must provide the evidence as outlined in the Special Provision titled "Prefabricated Bridges."

SECTION M: PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005,” as amended, D.C. Official Code § 2-218.01 *et seq.* (Act), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (“DSLBD”) as small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1 APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.1.1** A prime contractor that is a small business enterprise certified by the DSLBD (“SBE”) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.2** A prime contractor that is a resident-owned business (“ROB”) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.3** A prime contractor that is a longtime resident business (“LRB”) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.4** A prime contractor that is a local business enterprise (“LBE”) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.5** A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (“DZE”) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.6** A prime contractor that is a disadvantaged business enterprise (“DBE”) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.7** A prime contractor that is a veteran-owned business (“VOB”) certified by DSLBD will receive no reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.8** A prime contractor that is a local manufacturing business enterprise (“LMBE”) certified by DSLBD will receive no reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.2 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve percent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4 VERIFICATION OF BIDDER'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001

M.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.