

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF TRANSPORTATION

INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION



SPECIFICATIONS

INVITATION NO.: DCKA-2014-B-0060

PROJECT: 49th Street, N.E. Traffic Calming Project from East Capitol Street to Minnesota Avenue

FAP NO.: STP-4201(003)

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

Bids Will Be Opened On _____ at 2:00 P.M.

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

ISSUING OFFICE:
Office of Contracting and Procurement -
Bid Room Located at
55 M Street, SE, 4th Floor
Washington, DC 20003

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

ADDRESS TO:

Contracting Officer
Office of Contracting and Procurement District
Department of Transportation
55 M Street, SE, 7th Floor
Washington, DC 20003

Prospective Bidders:

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

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The "STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009" and amendments thereto are incorporated herein by reference and are made a part of the requirements of this contract.

SPECIAL PROVISIONS

**49th Street NE Traffic Calming Project from East Capitol Street to Minnesota Avenue
Invitation No.: DCKA-2014-B-0060**

FAP NO.: STP-4201(003)

This document consists of:

- **SPECIFICATIONS AND CONTRACT PLAN:** Specifications are from pages i thru v and pages 1 thru 26, appendices (with number of pages in parentheses) listed on page iv and Contract Plans consisting of sixty (60) pages.
- **BID FORMS AND PROPOSAL:** Pages a thru d, and pages 1 thru 13, including **PAY ITEM SCHEDULE**.

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

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

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

This document supplements and modifies **CONTRACT PLANS; STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009**.

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

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

Reference made to the DC Department of Public Works (DCDPW) in the drawings and in this document is one and the same as the District Department of Transportation (DDOT)

1. SCOPE OF WORK

Work under this contract consists of traffic calming and ADA improvements on 49th Street, N.E. from East Capitol Street to Minnesota Avenue. The work includes, but is not limited to, the following items:

- a. Remove and reconstruct existing PCC curb and gutter, wheelchair ramps with detectable warning surfaces, and sidewalk. As detailed in the drawings, construction of new wheelchair ramps shall require some peripheral work, including excavation and grading of slopes, construction of standard and special coping, and placement of sod.
- b. Remove AC pavement and construct directional islands, as detailed on the drawings.
- c. Construct AC raised intersections and crosswalks, which shall include pavement milling, as detailed in the drawings.
- d. Adjust manholes and valve boxes to finished grade at raised intersections and crosswalks
- e. Provide for mobilization, demobilization, field layout, and employee training.
- f. Implement, monitor and maintain both vehicular and pedestrian traffic for the duration of the construction period. Install and maintain temporary traffic control signs, temporary signalization, pavement markings, barriers, barricades, arrows, and other transition devices. Reconfigure devices in conjunction with changes in work area; and provide for their removal and disposal upon project completion.
- g. Install permanent roadway signs and pavement markings. Remove existing pavement markings. Relocate or remove existing signs.
- h. Install, maintain Erosion and Sediment Control devices, and dispose of when approved by the Engineer.
- i. Prepare As-Built drawings in conformance with DDOT requirements.

In addition to the above item, any incidental items of work necessary for a complete and finished product are included as part of this contract.

The Contractor shall be fully responsible for protection against damages for the duration of the contract of all utilities, utility structures, private property fencing, walls, and vegetation, and existing sidewalk coping within the contract limits and adjacent thereto. The utilities included but are not limited to public and/or private water, sewer, electricity, gas, communication lines. Cost of this protective work shall be distributed among the contract pay items. No separate measurement or payment will be made.

Work also includes all incidentals needed to complete the project as shown on the contract Plans and Standard Drawings, and as described in the Standard Specifications and these Special Provisions.

The Contractor shall maintain and update a set of As-Builts ready for inspection by DDOT during construction.

2. CONTRACT TYPE

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

3. DISPUTES

This S.P. supplements and modifies Article 7. Standard Contract provisions, 103.01.

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

B. Claims by a Contractor against the District.

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

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

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the contracting officer.

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

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

- (d) For any claim over \$50,000, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decisions shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual; areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure of the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized buy D.C. Official Code § 2-309.04
 - (1) If a Contractor is unable to support any or all of his or her claim and it is determined that the inability is attributed to a material misrepresentation of the fact or fraud on the part of the Contractor, the contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all cost to the District attributable to the cost of reviewing the part of the Contractor's claim.
 - (2) Liability under this paragraph (g) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (g) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor authorized by D. C. Official code § 2-309.04.
- (h) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

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

(1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

a) Provide a description of the claim or dispute;

b) Refer to the pertinent contract terms;

c) State the factual areas of agreement and disagreement;

d) State the reason 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 proceedings;

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 the 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.

(b) 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.

- (c) 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.

4. PRE-AWARD APPROVAL

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

5. COORDINATION WITH OTHERS

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

In preparation of his/her bid, the bidder is advised to take into consideration of the fact that other contracts have been, will be or may be let for work in the vicinity of the project area.

The Contractor shall coordinate his work and cooperate fully with all others in order to eliminate or curtail delays and interference of any kind. Particular attention shall be made with regard to proper maintenance of highway traffic through the project area. The Contractor shall perform his lane closings and reopening so as not to cause interference with others or to be in conflict with performance of traffic maintenance by others.

The District assumes no liability for contract delays or cost resulting from performance or non-performance of others.

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

6. CONTRACTOR IDENTIFICATION

This S.P. supplements 102 of the Standard Specifications.

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, (202) 671-2300, of the D.C. Department of Transportation.

7. PRE-BID CONFERENCE

Prospective bidders are invited to attend a meeting to discuss the proposed work under this contract. The meeting will be held at 55 M Street, S.E. Suite 400, Washington, DC 20003. Bidders will be notified of the location, room number, date and time by Addendum.

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

8. CONSTRUCTION COMPLETION TIME

This S.P. supplements 108.06(A) of the Standard Specifications.

The completion of the entire project and final acceptance by the District shall be accomplished in **one hundred and twenty calendar days** from the Notice to Proceed date.

9. CONTRACT ADMINISTRATION

Contracting Officer: Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The Contracting Officer is the only District official authorized to contractually bind the District. The Contracting Officer (CO) is Mr. William Teague, Department of Transportation, Office of Contracting and Procurement, 55 M Street SE, 7th Floor, Washington, DC 20003.

Authorized Changes by the Contracting Officer:

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

Contracting Administrator (CA)

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

Name: Patrick Ogbeide
Title: Project Manager, Team 4, IPMA
Agency: District Department of Transportation
Address: 55 M Street, SE, 4th Floor
Washington, DC 20003
Telephone: 202-439-5044

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

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

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

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

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

ORDERING AND PAYMENT

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

Invoices shall be submitted in duplicate to the D.C. Department of Transportation, 55 M Street, SE, 4th Floor, Washington, D.C. 20003, Telephone 202-673-6813.

Each invoice must provide the following minimum information:

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

Payment may be delayed for improperly prepared invoices.

10. CONSTRUCTION SCHEDULING

This S.P. supplements 108.03 of the Standard Specifications by adding:

The Contractor shall submit his construction schedule three (3) weeks prior to the start of construction for the approval of the Engineer.

11. AS BUILT DRAWINGS

This S.P. supplements 108.12 of the Standard Specifications by adding:

- A. DDOT AS BUILT (ITEM 108 004)** – During the entire construction period, the Contractor shall maintain one complete record set of Contract Drawings on which he shall annotate daily all deviations, field changes, changes accomplished by change order, as constructed depths of footings and structural elements, horizontal and vertical locations of underground electrical and utility facilities referenced to survey data and temporary construction left in place (if permitted). The Contractor shall make this annotated record set of Contract Drawings available for review upon the request of the Engineer.

The Engineer will furnish to the Contractor electronic files of the Contract Drawings for reproduction. The Contractor shall make permanent modifications to the reproducible

set by adding the revisions from the annotated record set. The completed as built drawings shall be certified by an officer of the Contractor using a stamp as follows:

AS BUILT

(Date)

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

(An Officer of the Contractor's Company)

Signature _____ Title

CONTRACTOR'S NAME

When the contract is completed and the revisions have all been digitally transcribed to the reproducible set, the Contractor shall copy the electronic files on a CD ROM. The Contractor shall then prepare and deliver to DDOT-IPMA two CD ROM copies of the electronic files of the final as built drawings, the modified reproducible set, five (5) bound half-size sets on bond paper and one additional CD ROM with as built drawing information of street lighting plans only. All as built drawings shall be submitted in Microstation, AutoCAD and PDF formats.

- B. PARTIAL SUBMISSIONS** – To facilitate inspections and partial acceptance, the Engineer may request the submission of as built drawings for all or part of the Work and after those work elements have been completed, but prior to contract completion.
- C. MEASUREMENT AND PAYMENT** – Unit of measure for As Built Drawings will be the job. No measure will be made for this work. Payment for As Built Drawings will be made at the lump sum price, which payment will include all performance of work as specified herein.

12. UTILITY PROTECTIVE ALERT

This S.P. supplements and modifies 107.16 of the Standard Specifications.

On top of page 100, delete table above paragraph beginning "GSA shall" and replace with:

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
"Miss Utility" for Wash, Gas Light Co., Verizon PEPCO, AT&T	800-257-7777	Gas lines, telephone, electric and communication conduits and cables
DC Water and Sewer Authority ("DC Water")	202-612-3400 202-264-3835	Water mains and sewers
DDOT	202-442-4549 202-671-2710 (day) 202-727-6161 (night) 202-698-3677	Fire alarm electrical systems Street lighting inspection Traffic signal systems

13. WORK AND STORAGE SPACE

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

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

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

14. SHOP AND WORKING DRAWINGS

This S. P. supplements 105.02(B) of the Standard Specifications.

Shop and Working Drawings for all work shall be submitted to:

Patrick Ogbeide, Project Manager, Team 4
Infrastructure Project Management Administration
D.C. Department of Transportation
55 M Street SE, Suite 400
Washington, D.C. 20003

Materials certifications and laboratory test reports shall be submitted to:

Quality Assurance and Quality Control Division
Materials Testing Branch
D.C. Department of Transportation

55 M Street SE, Suite 400
Washington, D.C. 20003

Shop and Working Drawings for sewers and water mains shall be submitted to:

Chief, Utility Inspection Section
D.C. Water and Sewer Authority
5000 Overlook Avenue, S.W.
Washington, D.C. 20032

15. SALVAGED MATERIAL

This S. P. supplements 106 of the Standard Specifications.

All salvaged materials considered reusable by the Engineer shall be used on the project in lieu of new materials. Payment will be made under the appropriate pay items. Any salvaged materials considered by the Engineer to be useful to the District shall be delivered to a designated storage yard. All other material shall be removed from the job site and be disposed of properly by the Contractor. No direct measure will be made for this work. Payment for this work shall be reflected in the unit prices for the appropriate pay item.

16. ADDITIONAL EQUIPMENT

This S.P. supplements requirements of Article 106.02.

The Contractor shall provide the Engineer with Supply containers and molds to obtain samples (specimens) for the duration of the contract. Examples of containers and molds are cure boxes, molds for beams and concrete cylinders, jars for tack coat sampling labels and other miscellaneous supplies. The Engineer may request some special containers and molds at his discretion. The Quality Assurance and Quality Control Branch may request additional containers and molds. The Contractor should schedule the delivery of these containers and molds to the Engineer to insure that this delivery will not disrupt the work in progress.

No measure and payment will be made. The cost of providing containers and molds shall be included in the price of the material sampled.

17. WEEKEND WORK

Weekend or holiday work shall require prior written approval by the CA before commencing.

18. NIGHT WORK

Night work shall require prior written approval by the CA before commencing.

Supplement 105.11 to include:

The area of this project is classified as Residential. In addition, the Contractor shall also maintain sufficient light illumination levels for safe operations in all active work areas during evening and night work. Temporary lighting for the Contractor's operations shall comply with OSHA regulations, Section 1926.56, task requirements and as specified elsewhere in these Special Provisions.

This S.P. modifies 105.11(A) of the Standard Specifications.

Replace table in 105.11(A) with the following:

D.C. MAXIMUM PERMITTED NOISE LEVEL

(as defined in DC Law 2-53, District of Columbia Noise Control Act of 1977)

Zone	Maximum Noise Level, dBA	
	Daytime	Nighttime
Residential, Special Purpose Or Waterfront Zone	60	55
Commercial or Light Manufacturing Zone	65	60
Industrial Zone	70	65

19. CONTRACTOR'S RESPONSIBILITY FOR WORK

This S.P. supplements 107.15 of the Standard Specifications.

- (A) **GENERAL** – Portions of the general project site will be open to the public during construction. The Contractor shall take the necessary measures to prevent vandalism and theft of materials, equipment and tools as well as the completed work on the project site. The District Department of Transportation shall not be held liable for any loss or damage resulting there from.
- (B) **MEASURE AND PAYMENT** – No direct measure or payment will be made. The cost of project security shall be reflected, and distributed among the various contract Pay items.

20. DDOT TITLE VI ASSURANCE

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

(1) COMPLIANCE WITH REGULATIONS

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

(2) NON-DISCRIMINATION

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

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

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

(4) INFORMATION AND REPORTS

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

(5) SANCTIONS FOR NON-COMPLIANCE

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

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

(6) INCORPORATION OF PROVISIONS

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

The Contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor 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 interest of the United States.

21. PROGRESS PHOTOGRAPHS – ITEM 108 002

This Special Provision modifies and supplements 108.08.

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

MEASURE AND PAYMENT – The unit of measure will be the job, with no actual measure taken. Payment for Progress Photographs will be made at the Contract lump sum price, which payment will include specified requirements stated above and in the Contract Documents. The first partial payment will not be made until all existing conditions have been photographed and electronically received by DDOT.

22. COMMON EXCAVATION – ITEM 202 002

This S.P. supplements 202.02 of the Standard Specifications.

DESCRIPTION – This work consists of all excavation and removal of materials associated with the reconstruction of curb access ramps and adjacent sidewalk as detailed on the Contract Plans.

23. PCC DIRECTIONAL ISLAND, ITEM 601 006

MATERIALS AND CONSTRUCTION – Directional islands shall have PCC paving per Std. DDOT Detail 601.01.

24. SPECIAL PCC COPING - ITEM 602 012

This S.P. supplements 602.02 of the Standard Specifications.

DESCRIPTION – This work consists of installing special coping per the detail provided in and locations noted in the Contract Plans.

25. PCC WHEELCHAIR/BICYCLE RAMP – NEW CONSTRUCTION, ITEM 609 200

This Special Provision supplements and modifies 609.04

- (A) **DESCRIPTION**- All PCC Wheelchair/Bicycle Ramp locations, new and existing, on the project shall include detectable warning paves/truncated domes.
- (B) **DETECTABLE WARNING PAVERS/TRUNCATED DOMES** – Detectable warning pavers shall consist of a surface of truncated domes aligned in a square grid pattern.

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

DOMES SPACING – Truncated domes in a detectable warning surface shall have a center-to-center spacing of 1.6 inches minimum and 2.4 inches maximum, and a base-to-base spacing of 0.65 inches minimum, measured between the most adjacent domes on square grid.

SIZE - Detectable warning surfaces shall extend 24 inches in the direction of travel from the back of the curb for the entire width of the wheelchair ramp, landing, or blended transition.

- (C) **MATERIALS** – Pavers shall meet Americans with Disabilities Act (ADA) requirements for detectable warning pavers (truncated domes) either ASTM C 902 Pedestrian and Light Traffic Paving Block, Class SX, Type 1; or ASTM C 936 Solid Concrete Interlocking Paving Units; or ASTM C 1271 Heavy Vehicular Paving Brick, Type R.

Listed below are the acceptable manufacturers and products or approved equal for detectable warnings and truncated domes pavers.

Manufacturers	Products
Whitacre-Greer Fireproofing Company, 1400 S. Mahoning Ave., Alliance, OH, 44601	ADA Paver, 4" x8"x2-1/4" Clear Red (Rustic) #30
Hanover Architectural Products 240 Bender Rd., Hanover, PA 17331	Detectable Warning Paver, 11-3/4" x 11-3/4" x 2" Red or Quarry Red
Endicott Clay Products, PO Box 17, Fairbury, NE 68352	Handicap Detectable Warning Paver, Nominal 4"x8"x2-1/4" Red Blend

Pavers will be laid on top of 4" reinforced concrete base. Setting bed and joints shall be mortared in accordance with manufacturer's instructions or with a maximum 1/2" thick

setting bed of latex modified cement mortar. Mortar joints shall be a width no greater than 5/32" and not less than 1/16." Pavers shall not be directly touching each other unless they have spacing bars. The portion of the concrete ramp is thickened to 6" shall be extended such that a minimum of 4" of concrete shall be beneath brick pavers.

Joints shall be flush with top surface and struck so as to give a smooth surface. Pavers shall be laid such that joints are level with adjoining joints so as to provide a smooth transition from brick to brick and brick to concrete surface. The top surface of any two adjacent units shall not differ by more than 1/8" in height for mortared brick paving. Bricks shall be placed in a running bond pattern. Pavers that do not conform to the smoothness requirement shall be removed and replaced at the expense of the contractor as determined by the Engineer. Face of all brick shall be clean of cement and protected so as to avoid chipping during construction.

26. MAINTENANCE OF HIGHWAY TRAFFIC, ITEM 616 001

This S.P. supplements and modifies 104.02 and 616 of the Standard Specifications.

Supplementing first paragraph of 104.02, reference to the MUTCD shall be to the latest edition, with latest revisions or latest edition.

(A) GENERAL – Work consists of proper maintenance of vehicular and pedestrian traffic within and adjacent to the project and includes, but is not limited to the following for contract duration: safety officer, flaggers and watchmen; public convenience and safety; furnishing, placing, maintenance, removal and disposal of all traffic control devices as defined in the MUTCD (Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, U.S. Department of Transportation, Federal Highway Administration and subsequent revisions.

The Contractor shall provide maintenance of traffic (MOT) plans that are of good quality and be presented to the DDOT for approval in accordance to the following:

- Work consists of executing the provisions of the Special Provision for MOT as illustrated by an approved Traffic Control Plan (TCP). The work includes preparation of the TCP, as specified in 104.02(b) in accordance with Part 6 of the latest MUTCD and the specifications.
- The detailed TCP shall be submitted and approved by the DDOT prior to beginning the affected work. The TCP shall be prepared by the Contractor and submitted to the Chief Engineer sufficiently ahead of proposed work so the review and/or correction and approval action as described will not delay construction operations.
- All costs for preparation, submission, revising and re-submittal of the TCP will be borne by the Contractor.
- Payment for preparation, submittal, revision and re-submittal of the TCP will be made as specified in 616.02(c)

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

(B) TRAFFIC CONTROLS – The Contractor shall prepare and submit a proposed Traffic Control Plan (TCP) to the Engineer for approval prior to starting any construction. The TCP will be based upon the requirements and intents of the contract documents, the MUTCD, the Work Area Traffic Control Manual 2000 and the traffic flow restrictions, found in the S.P. These plans shall be submitted as Shop Drawings and shall include the arrangement, size and location of all appropriate warning signs, Type III Barricades, portable PCC Barrier, etc., and any other devices deemed necessary. The Contractor shall schedule an appointment with DDOT IPMA to discuss how the plan will be implemented and must receive approval from DDOT to implement the proposed plan. A copy of the approved TCP and permits must be kept on site at all times available for review by DDOT personnel.

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

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

Construction work zones shall be made safe for traffic and warning shall be provided by installing electronically illuminated traffic control devices such as flashing arrow panels and warning lights. Portable changeable message signs may be required to give the motoring public advance notification of road conditions and road work two weeks prior to start of work. These devices shall be used in conjunction with other traffic control devices.

No material or equipment shall be placed or stored on the designated roadway during any phase of construction unless otherwise authorized.

The Contractor shall furnish and install temporary pavement markings, and shall remove these markings and existing markings without damaging the finished pavement surface, in accordance with the TCP and/or as directed by the Engineer.

Traffic control devices not in use during the current phase of work shall be removed from the work zone. Construction signs not in use shall be 100% covered. All traffic control devices used for maintenance of traffic shall remain the property of the Contractor and shall be removed from the project site upon completion of work.

(C) TRAFFIC FLOW RESTRICTIONS:

1. General

- a) Maintain traffic at all intersections and driveways during construction by sub-phases in accordance with DDOT Design Standard DWG. Nos. 616.12 and 616.14, "Typical Lane Closure – City Streets" and in accordance with the drawings and notes included in the contract documents. It is the ultimate responsibility of the Contractor to refine the details specific to each location and any conflicts in the details shall be resolved before implementation and shall not form as a basis for any claim.
- b) No parking shall be allowed during the construction period within the limits of construction.

2. Traffic flow restrictions are as follows:

- a) During construction traffic both the north and south ends of the project shall be channelized properly for smooth transition to lanes open to traffic in each direction. At each intersection with the side streets, alleys and driveways, traffic shall be maintained, with proper traffic control, by sub-phasing the construction.
- b) RUSH HOUR PERIODS – Rush hour / non-rush hour periods shall be:
 - AM Rush Hour: 6:30 AM to 9:30 AM, Monday through Friday
 - PM Rush Hour: 3:30 PM to 6:30 PM, Monday through Friday
 - Non-Rush Hour: 9:30 AM to 3:30 PM and 7:00PM to 6:30 AM, Monday through Friday.
 - 7:00 PM Friday through 6:30 AM Monday
- c) Maintenance of traffic lane requirements for holidays shall be as determined by the Chief Engineer.
- d) The contractor shall give seventy-two (72) hours prior notice to the Engineer when making a change in traffic flow patterns.

(D) CONSTRUCTION PHASING NOTES:

The entire corridor shall not be closed for any period of time. A four-phase construction sequence is proposed; however it can be amended by the Contractor, but must be approved by DDOT prior to implementation. The four proposed phases would consist of:

- West side of 49th Street from Capitol Street to Nannie Helen Burroughs
- East side of 49th Street from Capitol Street to Nannie Helen Burroughs
- West side of 49th Street from Nannie Helen Burroughs to Minnesota Avenue.
- East side of 49th Street from Nannie Helen Burroughs to Minnesota Ave.

This type of construction phasing should allow no section of construction to adversely affect surrounding residents and community activities.

- (E) PEDESTRIAN SAFETY** – The Contractor shall provide pedestrians with a continuous 6-foot wide walkway past the construction work zone if space permits. A minimum 4-foot wide walkway may be authorized by the Engineer only if a wider space is not possible.

The walkway shall be safe, convenient and replicate as nearly as possible the most desirable characteristics of sidewalks or footpaths. Pedestrians shall not be led into direct conflict with the work site operations or mainline traffic moving through or around the work site. All pedestrians including blind, hearing impaired and physically challenged shall be provided protection. All necessary signs and supports for closing sidewalks and detouring pedestrians and providing temporary ramps and/or protective walkways is the responsibility of the Contractor and no additional payment will be made.

- (F) FAILURE TO MAINTAIN ENTIRE PROJECT** – Failure on the part of the Contractor, at any time, to comply with the provisions of 104.02, 616 and this S.P. will result in the immediate notification of the Contractor by the Engineer to comply with the required traffic maintenance provisions. In the event that the Contractor fails to make the needed corrections to unsatisfactory site maintenance so as to conform to the provisions of 104.02 and 616 within 24 hours after receipt of such notice, the Engineer may notify the Contractor to suspend all work at the contract work site until such time that the unsatisfactory site maintenance is corrected. In the event that the Contractor fails to respond to a notice of unsatisfactory site maintenance and correct the deficiency within 24 hours after receipt of such notice, the Engineer may immediately proceed with other forces and equipment to maintain the project. The entire cost of this maintenance by the District will be deducted from monies due the Contractor on the next monthly invoice.

A deduction of \$200.00 will be made from the Contractor's next invoice for each day, or portion thereof, that traffic maintenance deficiencies exist and will continue until the deficiencies are corrected and accepted by the Engineer. Any portion of a day will be considered a full day deduction. The amount of monies deducted will be a permanent deduction and will not be recoverable.

- (G) TRAFFIC CONTROL PLAN (TCP)** – To be provided by Contractor.

- (H) TRAFFIC CONTROLS** – 104.02(C) applies.

- (I) TRAFFIC CONTROL DEVICES** – Approved warning signs, channelizing drums, cones, arrow panels, etc., shall be provided to insure motorists of positive guidance in advance of and through the work zone. Erection of regulatory signs such as stop, speed limit and no parking signs must be specifically authorized. Advance Warning signs shall be 48" x 48" in size and the face sheeting shall be Fluorescent Orange High Performance Wide Angle Retroreflective material or equal. Roll-up signs are approved; however, they also must be 48" x 48" in size and of the same Orange Fluorescent material. Note: Mesh roll-up signs are not approved. Sign Supports shall be of a spring-loaded type or equivalent. Tripod or A-frame sign stands are not approved. All traffic control devices shall be in new or like new condition. All traffic control devices used on this project shall meet the testing and evaluation criteria specified in NCHRP (National Cooperative Highway Research Program) Report No. 350. Certifications that all traffic control devices meet said criteria shall be submitted to the Engineer for approval prior to use.

The temporary signs and markings placed in or adjacent to the work zone shall be consistent and visible at all times. The existing signs and markings may be covered and/or removed temporarily if the intended functions of these signs and markings will not be applicable during construction. However, they shall be replaced promptly when work

is completed. All temporary signs no longer applicable to the work zone shall be removed or turned away from traffic. The Contractor shall document all existing pavement markings and signage that is removed due to their work. The Contractor shall place temporary pavement markings at the end of each workday. The Traffic Services Administration shall approve all temporary and permanent markings.

(J) NIGHT WORK – During nighttime hours, the work site shall be made safe for traffic and installing electronically illuminated traffic control devices such as Flashing arrow Panels and warning lights shall provide warning. These devices shall be used in conjunction with other traffic control devices, and their flashing sequence and light intensity shall meet the requirements cited in the MUTCD. All traffic control devices shall be reflectorized during nighttime hours.

(K) FLASHING AMBER WARNING LIGHTS, TYPE B

GENERAL – Two Type B lights shall be placed on the approach end of each row of the temporary barriers or safety barrels. Type B lights shall also be placed on each advanced warning sign and Type III Barricades.

(L) TEMPORARY ASPHALT CONCRETE – All metal plates used for maintaining traffic shall have their edges protected by asphalt concrete and provide for a smooth transition for vehicles. This work shall be governed by Specification Section 407

(M) REMOVE AND RESET PORTABLE PRECAST PCC BARRIER – Item shall meet Section 614.02 and will be measured and paid for per linear foot, as stipulated in Section 614.02 under the item “MOVE PORTABLE PRECAST PCC BARRIER”.

27. TRAFFIC CONTROL SPECIAL ITEM, GREEN PAVEMENT MARKING, ITEM 616 995

DESCRIPTION - The work under this item consists of furnishing all labor, equipment, and materials required to apply a non-slip epoxy coating within the bicycle lane at the location specified on the plans

MATERIALS - The green pavement marking shall be Flint “Ride-A-Way” or approved equal. The pavement marking material shall be composed of a two component, epoxy-modified, acrylic; waterborne coating specifically designed for application onto asphalt or non-bituminous concrete surfaces such as Portland cement concrete, and is specially formulated to provide a safe, durable, long lasting color and texture to the pavement surface. Material must be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC). Performance properties of the pavement marking material shall be as follows. Glass beads shall be added to the material per 821.10(B) of the Standard Specifications.

Characteristic	Test Specification	Coating
Dry Time (to recoat)	ASTM D 5895 23°C; 37% RH	35 min

Taber Wear Abrasion Dry H-10 wheel	ASTM D 4060 1 day cure	0.98 g/1000 cycles
Taber Wear Abrasion Wet H-10 wheel	ASTM D 4060 7 days cure	3.4 g/1000 cycles
Accelerated Weathering Environment	ASTM G 155 2,000 hrs (CIE Units)	$\Delta E=0.49$ (brick color)
Hydrophobicity Water Absorption	ASTM D 570	8.3% (9 days immersion)
Shore Hardness	ASTM D 2240	63 Type D
Mandrel Bend	ASTM D 522-93A	1/4 in @ 21° C
Permeance	ASTM D 1653	3.45 g/m ² /hr (52 mils)
VOC	EPA-24 ASTM D 3960-05	18.7 g/l
Adhesion to Asphalt	ASTM D 4541	Substrate Failure
Friction Wet	ASTM E 303 British Pendulum Tester	WP* coated 64 WP* uncoated 57 AC** coated 73 AC** uncoated 60

*WP - test conducted on asphalt pavement in wheel path.

**AC - test conducted on asphalt pavement adjacent to curb.

A Certificate of Analysis from an independent recognized testing laboratory confirming performance shall be made available to the CA upon request. A color sample shall be provided to the CA for approval prior to ordering the pavement marking material.

CONSTRUCTION REQUIREMENTS - The pavement marking material shall be applied to the pavement surface following manufacturer's recommendations. The pavement surface shall be dry and free from all foreign matter. Loose pavement shall be removed and patched. Pavement voids shall also be patched such that the pavement marking material is placed on a continuously smooth surface.

Two coats of material shall be applied. Each coat shall be spray applied using the Rapid Sprayer II. The first coat shall be broomed to work the material into the surface. The second layer shall be sprayed and rolled, using a 1in. to 1.5 in. nap roller. Both coats shall be the same color material – green. The first coat shall be allowed to dry completely before

application of the second coat. Once applied, the pavement marking shall be protected from vehicle, bicycle, and foot traffic until completely (100%) dry. Air temperature, relative humidity will affect drying time. Substrate temperature and ambient wind conditions can also affect dry times.

MEASURE AND PAYMENT - The unit of measure of green pavement marking material will be by square foot of area covered by two coats.

Payment will be made at the contract unit price per square foot. The payment will include cleaning and conditioning of payment surface, sampling and testing, application, protection of applied material until dry, reinstallation of faulty or otherwise unacceptable material, and all labor, tools, materials, equipment, and incidentals required to complete the work.

Pavement patching shall be measured and paid under bid item 409 002.

28. TRAFFIC SIGNING SPECIAL ITEM, RELOCATE EXISTING SIGNS, ITEM 620 993

DESCRIPTION This work consists of relocating existing signs as noted on the Contract Plans and as directed by the Engineer to locations determined by the Engineer.

CONSTRUCTION REQUIREMENTS – Signs to be relocated shall be carefully removed from existing supports and checked by the Engineer for damage or fading. Unacceptable signs will be replaced with new. Existing signs not used shall be removed from the project. Existing metal sign posts shall be carefully removed and re-used, unless damaged. Damaged sign posts shall be verified by the Engineer. New mounting hardware shall be used for all relocated signs.

MEASUREMENT AND PAYMENT – The unit of measure for Relocate Existing Signs will be for each existing sign or combination of existing signs, and metal posts removed and relocated. Multiple signs attached to common supports shall be considered one sign.

Payment will be made at the contract unit price, each, for each sign and supports removed and relocated. No separate payment for removing and relocating the existing sign supports shall be made, these being considered included in the unit. Payment will include all labor, equipment, mounting hardware, necessary backfill, tools and incidentals required to complete the work.

Payment for new sign panels or metal posts shall be paid under separate bid items.

29. TRAFFIC SIGNING SPECIAL ITEM, REMOVE EXISTING SIGNS, ITEM 620 993

This S.P. supplements 620.08 of the Standard Specifications

DESCRIPTION This work consists of removing existing signs as noted on the Contract Plans and as directed by the Engineer.

CONSTRUCTION REQUIREMENTS – Signs and supports to be removed shall be removed from the project.

Measurement and Payment – The unit of measure for Remove Existing Signs will be for each existing sign and supports removed. Multiple signs attached to common supports shall be considered one sign.

Payment will be made at the contract unit price, each, for each sign and supports removed. No separate payment for removing and relocating the existing sign supports shall be made, these being considered included in the unit. Payment will include all labor, equipment, necessary backfill, tools and incidentals required to complete the work.

30. INSURANCE:

This Special Provision modifies Section 107.13 of the Standard Specifications for Highways and Structures, 2009

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 Contracting Officer 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 Contracting Officer. 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 AM 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 Contracting Officer 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/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

a. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 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.

b. 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.

c. 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.

d. Employers' Liability Insurance. The Contractor shall provide employers' liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit. If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to employers' liability insurance policy.

e. 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.

f. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

g. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.

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; and any required Professional Liability 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 Contracting Officer 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 Contracting Officer.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Chief Contracting Officer
District Department
of Transportation 55
M Street, SE 7th
Floor
Washington, DC 20003

31. APPLICABLE WAGE DECISION/WAGE RATES:

In accordance with the applicable provisions of 29 CFR, Part 1 which requires that the correct wage determination and the appropriate wage rates therein be incorporated into this contract, General Decision Number: DC140001, Modification No. 8, dated 07/4/2014 is bound herein and contains the specific applicable wage rates, which is:

HEAVY CONSTRUCTION

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

This S.P. further supplements Section IV-PAYMENT OF PREDETERMINED MINIMUM WAGE and Section V- STATEMENTS AND PAYROLLS of the REQUIRED CONTRACT PROVISION, 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:

Part 5 of 29 CFR -labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the contract work hours and safety standards act), Subpart A-Davis-Bacon And Related Acts Provisions And Procedures; and 29 CFR Subtitle A (7-1-09 Edition), Subpart B- Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act.

These changes are effective as of that date.

32. DBE ASSURANCE

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

33. SUBCONTRACTING:

The Sub-contractor approval request form included herein should be used to request approval of Sub- contractors on this project. The form should be completed for each Sub-contractor requested for approval and submitted to:

**Contracting Officer
Office of Contracting and Procurement
District Department of Transportation 55 M Street, SE, 7th Floor
Washington, DC 20003**

Copies of these forms are available upon request.

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

SUBCONTRACTOR APPROVAL REQUEST FORM

(1 PAGE)

SUBCONTRACTOR APPROVAL REQUEST

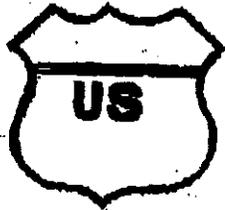
(1) Project Name		(2) Invitation No.	
(3) Prime Contractor's Name		(4) Address	
(5) Estimated Starting Date		(6) Estimated Completion Date	(7) F.A.P. #
(8) Subcontractor's Name, Address & Phone No.		(9) Number of Subcontractor Employees in Workforce	(10) Number of DC Residents employed
(11) Pay Item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

CONSTRUCTION ZONE TRAFFIC CONTROL DEVICE INSPECTIN LOG

(2 PAGES)

FEDERAL-AID PROJECT SIGN

(1 PAGE)



FEDERAL HIGHWAY
TRUST FUNDS

\$

U.S. DEPT. OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

RECONSTRUCTION
PROJECT



DISTRICT
OF COLUMBIA
FUNDS

\$

D.C. DEPARTMENT OF
TRANSPORTATION

NOTE: BOARD SIZE APPROX.
4' x 6'

FEDERAL-AID PROJECT SIGN

D. C. DEPARTMENT OF TRANSPORTATION

DISTRICT OF COLUMBIA MUNICIPAL REGULATIONS (DCMR)
TITLE 20
AIR QUALITY (CHAPTERS 6 & 7)

(8 PAGES)

Chapter 6 - Particulates

600 FUEL-BURNING PARTICULATE EMISSION [SIP Effective date: 2/28/05]

600.1 The emission of particulate matter from any fuel burning equipment shall not be in excess of the rate determined by the following formula:

$$E = 0.17455 H^{0.23522} \Omega \eta \epsilon \rho \sigma$$

E = Allowable emissions in pounds per million British Thermal Units (BTUs) of heat input, and

H = Heat input to the fuel-burning equipment in millions of BTUs per hour;

Provided, that:

(a) Nothing in § 600.1 shall be construed to allow the emission of particulate matter from any fuel-burning equipment in excess of the rate of thirteen hundredths pound (0.13 lb) per million BTU of heat input; and

(b) Nothing herein shall be construed to require the emission of particulate matter from any fuel-burning equipment to be lower than the rate of two hundredths pound (0.02 lb) per million BTU of heat input.

600.2 Compliance with or violation of §600.1 shall be determined by performance tests conducted when the fuel-burning equipment (from now on referred to as "equipment") is operating under conditions encountered in normal operation that create the worst emissions in relation to allowable emissions. Tests shall be conducted at the maximum continuous operating capacity of the equipment unless the Mayor has reason to believe that the worst emissions in relation to allowable emissions occur under other conditions.

600.3 For equipment equipped for the blowing of soot, the frequency of soot blowing during performance tests shall be proportioned to the frequency of soot blowing during the conditions at which the equipment is tested.

600.4 Equipment shall not be specially tuned or optimized immediately before performance testing unless the owner or operator of the equipment represents ^{T9Φ} writing to the Mayor that the equipment will be maintained in an optimized condition subsequent to performance testing.

600.5 The conditions for testing may be modified by the Mayor to suit specified sampling conditions or needs based on good practice, judgment and experience; Provided, that no such modification shall have the effect of increasing the stringency of the standard.

600.6 When determining compliance with or violation of §600.1 by performance tests, the test results shall be calculated using the method described in §60.45(f)(5) of Title 40 CFR, revised as of July 1, 1982.

600.7 The blowing of soot from any fuel-burning equipment fired by solid fuels shall be prohibited except during the hours of 10 a.m. to 4 p.m.; Provided, that the Mayor may allow the blowing of soot during other periods upon a finding that the blowing of soot is desirable for the efficient operation of the fuel-burning equipment or for the safety of personnel or equipment.

601 ROTARY CUP BURNERS

601.1 The sale, installation, or use of a rotary cup burner or the replacement of any existing burner with a rotary cup burner shall be prohibited.

601.2 The sale for use or use of fuel oil in any rotary cup burner shall be prohibited.

602 INCINERATORS

602.1 The use of single chamber and flue-fed incinerators shall be prohibited. No person shall be permitted to use an incinerator unless it is of multiple chamber design, and is otherwise in compliance with this Subtitle.

602.2 Operation of any incinerator built after July 7, 1972 shall be prohibited if the incinerator emits more than three hundredths (0.03) grains of particulate matter per dry standard cubic foot of exhaust gas corrected to twelve percent (12%) carbon dioxide, without the contribution of carbon dioxide from auxiliary fuel.

602.3 Use of any incinerator which was in existence on July 7, 1972 is prohibited, if the incinerator has a capacity of more than four hundred (400) pounds per hour, or emits more than eight one hundredths (0.08) grains of particulate matter per dry standard cubic foot of exhaust gas corrected to twelve percent (12%) carbon dioxide, without the contribution of carbon dioxide from auxiliary fuel.

602.4 The District facility known as Solid Waste Reduction Center No. 1 shall be operated so as not to discharge into the atmosphere particulate matter which is in excess of eight one hundredths (0.08) grains of particulate matter per dry standard cubic foot of exhaust gas corrected to twelve percent (12%) carbon dioxide, without the contribution of carbon dioxide from auxiliary fuel.

602.5 No new incinerator shall commence operation except for an incinerator to be operated by or for the District of Columbia Government and except where the Mayor shall find that any other system of waste disposal would endanger the public health. These incinerators shall be subject to §602.2.

602.6 An incinerator shall operate only between the hours of 10:00 a.m. and 4:00 p.m. This restriction shall not apply to incinerators with a refuse-burning capacity of five (5) tons per hour or more.

603 PARTICULATE PROCESS EMISSIONS

603.1 The discharge of particulate matter into the atmosphere from any process shall not exceed the emission limits set forth in Appendix No. 2. The allowable limits shall not exceed three hundredths (0.03) grains per dry standard cubic foot of exhaust gas.

603.2 Where the process or the design of the equipment permits more than one interpretation of this section, the interpretation that results in the minimum value of allowable emissions shall apply.

603.3 Adding diluted air to the exhaust gas stream for the purpose of complying with the provisions of § 603.1 through 603.2 shall be prohibited.

604 OPEN BURNING

604.1 Open fires shall be prohibited, except as otherwise provided by §604.2.

604.2 Open fires may be permitted for one or more of the following reasons or purposes:

- (a) The performance of an official duty by any public health or public safety officer after notification to the Mayor;
- (b) Prevention of a fire hazard which cannot be abated by other means;
- (c) Instruction of public fire fighters under the supervision of a designated fire marshal;
- (d) Recreational purposes, including the cooking of food for human consumption on other than commercial premises; or
- (e) Providing warmth for construction or other workers by use of Salamander heaters or other heating devices approved by the Mayor.

605 CONTROL OF FUGITIVE DUST

605.1 Reasonable precautions shall be taken to minimize the emission of any fugitive dust into the outdoor atmosphere. The reasonable precautions shall include, but not be limited to, the following:

- (a) In the case of unpaved roads, unpaved roadways, and unpaved parking lots:
- (1) Use of binders, chemicals, or water in sufficient quantities and at sufficient frequencies to prevent the visible emission of dust due to the movement of vehicles or of the wind; and
 - (2) Prompt clean-up of any dirt, earth, or other material from the vicinity of the road, roadway, or lot which has been transported from the road, roadway, or lot due to anthropogenic activity or due to natural forces.
- (b) In the case of paved roads, paved roadways, and paved parking lots: Maintenance of the road, roadway, lot, or paved shoulder in a reasonably clean condition through reasonably frequent use of water, sweepers, brooms, or other means, through reasonably frequent removal of accumulated dirt from curb-side gutters, through reasonably prompt repair of pavement, or through any other means.
- (c) In the case of vehicles transporting dusty material or material which is likely to become dusty:
- (1) Fully covering the material in question, with a tarpaulin or other material; and,
 - (2) Operation, maintenance, and loading of the vehicle, distribution of the loaded material on or in the vehicle, and limiting the quantity of material loaded on or in the vehicle, so that there will be no spillage of the material onto the roads.
- (d) In the case of vehicles which accumulate dirt on the wheels, undercarriages, and other parts of the vehicle, due to the movement of the vehicle on dusty, dirty or muddy surfaces: Water washing of all of the dirty parts of the vehicle to thoroughly remove the dirt before or immediately after the vehicle leaves the dusty, dirty, or muddy surface.
- (e) In the case of the demolition of buildings or structures: Use, to the extent possible, of water.
- (f) In the case of removal of demolition debris which is dusty or likely to become dusty: Use of water to thoroughly wet the material before moving or removing the material and keeping it wet or otherwise in a dust-free condition until eventual disposal.

(g) In the case of loading and unloading of dusty material and in the case where dry sand-blasting or dry abrasive cleaning is necessary: Use of enclosed areas or hoods, vents, and fabric filters. If it is shown to the satisfaction of the Mayor that use of enclosed areas, hoods, vents, and fabric filters is not possible, alternate control techniques acceptable to the Mayor and designed to minimize the emissions to the extent possible shall be utilized.

(h) In the case of stockpiles of dusty material: Use, where possible, of closed silos, closed bins or other enclosures which are adequately vented to fabric filters. Where the use of closed silos, closed bins, or other enclosures is not possible, thorough wetting of the material before loading onto the stockpile and keeping the stockpile wetted, covered, or otherwise in a non-dusty condition.

605.2 The emission of fugitive dust from the following is prohibited:

- (a) Any material handling, screening, crushing, grinding, conveying, mixing, or other industrial-type operation or process;
- (b) Heater-planers in repairing asphaltic concrete pavements;
- (c) Portable tar-melters, unless close-fitting lids, in good repair, for the tar-pots are available and are used;
- (d) The ventilation of any tunneling operation; or
- (e) The cleaning of exposed surfaces through the use of compressed gases.

605.3 All persons shall comply with the provisions of this section and those of the Soil Erosion and Sedimentation Control Act of 1977, effective (D.C. Law 2-23); shall prevail.

605.4 In those circumstances where it is not possible to comply with specific provisions of both this section and the Soil Erosion and Sedimentation Control Act of 1977, effective (D.C. Law 2-23); the provisions of the Soil Erosion and Sedimentation Control Act of 1977, effective (D.C. Law 2-23); shall prevail.

606 VISIBLE EMISSIONS

606.1 Except as otherwise provided in this Subtitle, visible emissions shall not be emitted into the outdoor atmosphere from stationary sources (excluding fuel-burning equipment placed in initial operation before January 1, 1977): Provided, that discharges not exceeding forty percent (40%) opacity (unaveraged) shall be permitted for two (2) minutes in any sixty (60) minute period and for an aggregate of twelve (12) minutes in any twenty-four (24) hour period during start-up, cleaning, soot blowing, adjustment

of combustion controls, or malfunction of equipment.

- 606.2 Except as otherwise provided in this Subtitle, visible emissions whose opacity is in excess of ten percent (10%) (unaveraged), at any time shall not be emitted into the outdoor atmosphere, from any fuel-burning equipment placed in initial operation before January 1977: Provided, that:
- (a) Opacity not in excess of forty percent (40%) (unaveraged) shall be permitted for two (2) minutes in any sixty (60) minute period and for an aggregate of twelve (12) minutes in any twenty-four (24) hour period other than during start-up of equipment;
 - (b) During startup of equipment, opacity not in excess of forty percent (40%), averaged over six (6) minutes shall be permitted for an aggregate of five (5) times per start-up; and
 - (c) In addition to the emissions permitted under §606.2(a), during shutdown of equipment, opacity not in excess of fifteen percent (15%) (unaveraged) shall be allowed and in addition, opacity not in excess of thirty percent (30%) (averaged over three (3) minutes) shall be permitted for an aggregate of three (3) times per shutdown.
- 606.3 At all times, including periods of start-up and malfunction, owners and operators of stationary sources and fuel-burning equipment shall, to the extent practicable, maintain and operate stationary sources and fuel-burning equipment, including associated air pollution control equipment, in a manner consistent with good air pollution control practices for minimizing emissions.
- 606.4 Violation of standards set forth in this section, as a result of unavoidable malfunction, despite the conscientious employment of control practices, shall constitute an affirmative defense on which the discharger shall bear the burden of proof. Periods of malfunction shall cease to be unavoidable malfunctions if reasonable steps are not taken to eliminate the malfunction within a reasonable time.
- 606.5 Owners and operators of stationary sources and fuel-burning equipment shall ensure that persons actually participating in the maintenance and operation of sources and equipment are adequately trained and supervised so as to minimize the production of emissions during operation.
- 606.6 Where the presence of uncombined water is the only reason for failure of an emission to meet the requirements of this section, this section shall not be applicable.
- 606.7 The provisions of this section shall not apply to visible emissions from interior fire

places, or from sources set forth in §604.2, or when steam is used to blow oil from a burner as the last phase of shutting down the burner.

606.8 Whoever shall violate any provision of this section shall suffer the criminal sanctions prescribed in §105: Provided, that, where the violation is shown by the discharger to be the result of simple negligence, no criminal sanction other than a fine not exceeding one thousand dollars (\$1,000) and not less than one hundred dollars (\$100) shall be imposed.

606.9 In the event of any violation of, or failure to comply with, this subtitle, each day of the violation or failure, shall constitute a separate offense and the penalties described shall be applicable to each separate offense. As used in this section, simple negligence does not include the following:

- (a) Willful and wanton actions leading to violations of the requirements of this section; and
- (b) An extreme want of care and regard or an indifference for the duty to comply with the requirements of this section.

699 DEFINITIONS AND ABBREVIATIONS

699.1 The meanings ascribed to the definitions appearing in §199.1 of chapter 1 of this title shall apply to the terms in this chapter.

699.2 The meanings ascribed to the abbreviations appearing in §199.2 of chapter I of this title shall apply to the abbreviations in this chapter.

Chapter 7 - Volatile Organic Compounds

700 ORGANIC SOLVENTS

- 700.1 Sources subject to the requirements of §§701 through 713 are not subject to §700.
- 700.2 No person shall discharge into the atmosphere more than fifteen (15) pounds of photochemically reactive solvents in any one (1) day, nor more than three (3) pounds in any one (1) hour, from any article, machine, equipment, or other contrivance, unless the uncontrolled organic emissions are reduced by at least eighty-five percent (85%).
- 700.3 No person shall discharge into the atmosphere more than forty (40) pounds of nonphotochemically reactive solvents in any one (1) day, nor more than eight (8) pounds in any one (1) hour, from any article, machine, equipment, or other contrivance, unless the uncontrolled organic emissions are reduced by at least eighty-five percent (85%).

701 STORAGE OF PETROLEUM PRODUCTS

- 701.1 A person shall not place, store or hold in any stationary tank, reservoir or other container with a capacity of more than forty thousand (40,000) gallons of any gasoline or any petroleum distillate having a vapor pressure of one and one-half (1.5) pounds per square inch absolute or greater under actual storage conditions, unless the tank, reservoir, or other container is a pressure tank maintaining working pressures sufficient at all times to prevent hydrocarbon vapor or gas loss to the atmosphere, or is designed and equipped with one of the vapor loss control devices in good working order and in operation, as provided in §§701.2 through 701.13.
- 701.2 This section applies to all petroleum liquid storage vessels equipped with external floating roofs, having capacities greater than forty thousand (40,000) gallons.
- 701.3 This section does not apply to petroleum liquid storage vessels which do any of the following:
- (a) Are used to store waxy, heavy pour crude oil;
 - (b) Have a capacity of less than four hundred twenty thousand (420,000) gallons and are used to store produced crude oil and condensate prior to lease custody transfer;
 - (c) Contain a petroleum liquid with a true vapor pressure of less than one and one-half (1.5) pounds psia;
 - (d) Contain a petroleum liquid with a true vapor pressure less than four (4.0) pounds

REQUIRED CONTRACT PROVISIONS – FEDERAL-AID CONSTRUCTION CONTRACTS

(12 PAGES)

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A – SPECIAL PROVISIONS EEO RESPONSIBILITIES

(8 PAGES)

APPENDIX A--SPECIAL PROVISIONS

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

2. **Equal Employment Opportunity Policy.** The contractor will

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

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

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

4. **Dissemination of Policy**

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

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

meetings will be conducted by the EEO Officer or other knowledgeable company official.

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, other appropriate means.

5. Recruitment

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

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

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

7. Training and Promotion.

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

- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
8. **Unions.** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group

persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting

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

10. Records and receipts

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

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

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

Revised 8/88

APPENDIX B – TRAINING SPECIAL PROVISIONS

(3 PAGES)

APPENDIX B--TRAINING SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyworker status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by The Bureau and Training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyworker, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his/her training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his/her work classification or until he/she has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his/her responsibilities under this Training Special Provision if he/she has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

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

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

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

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

Revised 8/88

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

(6 PAGES)

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

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

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

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

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

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

Sincerely,



Matthew Brown
Acting Director, District Department of Transportation

Definitions -The following definitions apply to this contract:

- A. **“Disadvantaged business”** means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. **“Small business concern means”**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - Women;

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

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

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

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

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

Office of Civil Rights

District Department of Transportation

55 M Street, SE, 3rd floor

Washington, DC 20003

(202) 299-2190

Mohammed.Kabir@dc.gov

CONTRACT ASSURANCE /CONTRACT GOALS:

CONTRACT ASSURANCE

The Contractor, Sub-recipient, Sub-consultant or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as DDOT deems appropriate.

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

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

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

RACE/GENDER NEUTRAL GOAL

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

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

DBE Directory:

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

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

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

Luisa Portillo, Equal Opportunity/DBE Program Specialist

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

Ms. Tammy Paige-Sterling, DBE Program Assistant

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

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

(2 PAGES)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

IT IS THE POLICY OF _____ TO ASSURE THAT ALL APPLICANTS ARE EMPLOYED AND THAT ALL EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, RELIGION, SEX, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY. SUCH ACTION SHALL INCLUDE: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISEMENT; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP, PRE-APPRENTICESHIP, AND/OR ON-THE-JOB TRAINING (OJT).

IT IS ALSO THE POLICY OF _____ TO ASSURE THAT NO PERSON SHALL, ON THE GROUNDS OF RACE, COLOR, NATIONAL ORIGIN OR GENDER, AS PROVIDED BY TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED STATUTES (IMPLEMENTATION THROUGH 23 CFR 200.9), BE EXCLUDED FROM PARTICIPATION IN, OR BE DENIED BENEFIT OF OR BE OTHERWISE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM FOR WHICH DDOT (AND ITS SUB-RECIPIENTS) RECEIVE FEDERAL FINANCIAL ASSISTANCE.

_____ AGREES TO POST IN AREAS READILY ACCESSIBLE TO EMPLOYEES AND APPLICANTS NOTICES AND POSTERS SETTING FORTH THE COMPANY'S EQUAL EMPLOYMENT OPPORTUNITY AND TITLE VI POLICY.

_____ AGREES TO POST IN AREAS READILY ACCESSIBLE TO EMPLOYEES THE NAME AND TELEPHONE NUMBER OF THE COMPANY'S EEO OFFICER/TITLE VI COORDINATOR.

_____ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES AND METHODS FOR MONITORING THE ETHNICITY AND GENDER OF ITS EMPLOYEES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

_____ AGREES TO COMPLY WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS NOT TO DISCRIMINATE AND TO TAKE AFFIRMATIVE ACTION TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY AS SET FORTH UNDER LAWS, EXECUTIVE ORDERS, RULES, REGULATIONS (28 CFR 35, 29 CFR 1630 AND 41 CFR 60) AND ORDERS OF THE SECRETARY OF LABOR AS MODIFIED BY THE PROVISIONS PRESCRIBED HEREIN, AND IMPOSED PURSUANT TO 23 U.S.C. 140 SHALL CONSTITUTE THE EEO AND SPECIFIC AFFIRMATIVE ACTION STANDARDS FOR THE CONTRACTOR'S PROJECT ACTIVITIES UNDER THIS CONTRACT. THE EQUAL OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS SET FORTH UNDER 41 CFR 60-4.3; 49 CFR 27 AND THE PROVISIONS OF THE AMERICAN WITH DISABILITIES ACT OF 1990 (42 U.S.C. 12101 et seq.) SET FORTH UNDER 28 CFR 35 AND 29 CFR 1630 ARE INCORPORATED BY REFERENCE IN THIS CONTRACT.

_____ AGREES TO DEVELOP PROCEDURES FOR PROMPT PROCESSING AND DISPOSITION OF TITLE VI COMPLAINTS AND TO MAINTAIN A COMPLAINT LOG FOR THREE YEARS WHICH IDENTIFIES EACH COMPLAINANT BY RACE, COLOR, SEX, OR NATIONAL ORIGIN; THE RECIPIENT; NATURE OF THE COMPLAINT; THE DATES THE COMPLAINT WAS FILED AND THE INVESTIGATION COMPLETED; THE DISPOSITION; AND OTHER PERTINENT INFORMATION.

_____ AGREES TO ENSURE THAT THE COMPANY'S EEO OFFICER/TITLE VI COORDINATOR ATTENDS TITLE VI TRAINING.

_____ AGREES TO DEVELOP AND IMPLEMENT A METHOD TO INFORM NEW EMPLOYEES AND TO TRAIN CURRENT EMPLOYEES REGARDING TITLE VI.

_____ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, AFOREMENTIONED SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

DATE

**ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS**

LAWS, EXECUTIVE ORDERS, RULES, REGULATIONS (28 CFR 35, 29 CFR 1630 AND 41 CFR 60) AND ORDERS OF THE SECRETARY OF LABOR AS MODIFIED BY THE PROVISIONS PRESCRIBED HEREIN, AND IMPOSED PURSUANT TO 23 U.S.C. 140 SHALL CONSTITUTE THE EEO AND SPECIFIC AFFIRMATIVE ACTION STANDARDS FOR THE CONTRACTOR'S PROJECT ACTIVITIES UNDER THIS CONTRACT. THE EQUAL OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS SET FORTH UNDER 41 CFR 60-4.3; 49 CFR 27 AND THE PROVISIONS OF THE AMERICAN WITH DISABILITIES ACT OF 1990 (42 U.S.C. 12101 et seq.) SET FORTH UNDER 28 CFR 35 AND 29 CFR 1630. "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN FEDERAL-AID CONTRACTS," AS WELL AS TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED STATUTES, ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH THE AFOREMENTIONED LAWS, EXECUTIVE ORDERS AND REGULATIONS AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THOSE LAWS AND REGULATIONS AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS AFOREMENTIONED. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT 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 RULES AND REGULATIONS.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

MONTHLY EMPLOYMENT UTILIZATION REPORT

(2 PAGES)

CONTRACT NO. _____ **DISTRICT DEPARTMENT OF TRANSPORTATION**
MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT

1. REPORTING PERIOD FROM / / TO: / /

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

2. PROJECT NAME, LOCATION AND % COMPLETED _____

WARD _____

3. CONTRACTOR'S NAME: _____

MINORITY NON-MIN
 SUB PRIME

4. CONTRACT AMOUNT \$ _____

5. CONSTRUCTION TRADE	6. WORK-HOUR OF EMPLOYMENT										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES						
	6a. TOTAL ALL EMPLOYEE BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE			8. FEMALE PERCENTAGE					
	M	F	M	F	M	F	M	F	M	F	M	F		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																			
TOTAL JOURNEY WORKERS																			
TOTAL APPRENTICES																			
TOTAL HELPERS/LABORERS																			
GRAND TOTAL																			

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

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

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

U.S. DEPARTMENT OF LABOR
GENERAL DECISION NUMBER: DC140001, MODIFICATION NO. 8
DATED JULY 4, 2014

(13 PAGES)

General Decision Number: DC140001 07/04/2014 DC1

Superseded General Decision Number: DC20130001

State: District of Columbia

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

County: District of Columbia Statewide.

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

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	04/11/2014
4	04/25/2014
5	05/09/2014
6	05/16/2014
7	05/23/2014
8	05/30/2014
9	06/27/2014
10	07/04/2014

ASBE0024-001 10/01/2013

Rates Fringes

Asbestos Worker/Heat and Frost Insulator

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....\$ 33.13 13.76

ASBE0024-002 10/09/2013

Rates Fringes

HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all

insulation materials,
 whether they contain
 asbestos or not, from
 mechanical systems.....\$ 20.86 5.46

ASBE0024-005 10/01/2013

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

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

BOIL0193-001 01/01/2014

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

BRDC0001-001 05/04/2014

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

BRMD0001-004 05/04/2014

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

CARP0132-001 05/01/2013

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

CARP1831-001 04/01/2013

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

 CARP2311-002 05/01/2013

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

ELEC0026-001 06/02/2014

	Rates	Fringes
Electricians.....	\$ 41.60	14.75

* ELEC0070-001 05/05/2014

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 34.16	19%+5.00
Equipment Operators.....	\$ 34.16	19%+5.00
Groundman.....	\$ 15.89	19%+5.00
Linemen.....	\$ 34.16	19%+5.00
Truck Driver.....	\$ 18.06	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 uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

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

GROUP 7: Master mechanic.

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

b. PREMIUM PAY:

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

 ENGI0077-002 06/01/2014

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 28.24	7.15
GROUP 2.....	\$ 25.20	7.15
GROUP 3.....	\$ 21.64	7.15
GROUP 4.....	\$ 19.50	7.15
GROUP 5.....	\$ 28.95	6.95

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 07/01/2014

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 24.95	7.25+a
GROUP 2.....	\$ 24.55	7.25+a
GROUP 3.....	\$ 24.04	7.25+a
GROUP 4.....	\$ 23.72	7.25+a
GROUP 5.....	\$ 22.90	7.25+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 06/01/2014

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 30.25	17.285

 IRON0201-001 05/01/2014

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 27.00	18.08

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 buckler and faller, truck loader, water boys, tool room men.

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

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer,

rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

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

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

GROUP 6: Powderman, master form setters.

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

GROUP 8: Licensed powdermen.

LABO0657-004 06/01/2013

	Rates	Fringes
Laborers: (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: Preparation for, removing and encapsulation of hazardous materials from non-mechanical systems)		
Skilled Asbestos Abatement Laborers.....	\$ 18.68	6.97
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 22.10	6.97

LABO0657-005 06/01/2013

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 23.65	6.97
GROUP 2.....	\$ 24.40	6.97
GROUP 3.....	\$ 26.30	6.97
GROUP 4.....	\$ 27.11	6.97
LABORERS CLASSIFICATIONS:		

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

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

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

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 06/01/2013

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

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

LABO0657-007 06/01/2010

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

LABO0657-008 06/01/2013

Rates	Fringes
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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
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MARB0003-001 07/01/2013

Rates Fringes

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

Rates Fringes

Marble, Tile & Terrazzo Finisher.....	\$ 20.98	8.81
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PAIN0051-001 06/01/2013

Rates Fringes

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

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 06/01/2014

Rates	Fringes
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Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)

Tractor trailer, Low Boy....\$ 22.60	2.20+a
Truck Drivers.....\$ 20.60	2.20+a

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

* TEAM0639-005 06/01/2014

	Rates	Fringes
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Truck drivers: (PAVING & INCIDENTAL GRADING)

All paving projects where the grading is incidental to the paving.....\$ 20.60	2.20
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e.,

Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

EMPLOYEE TRAINING REQUIREMENTS

(2 PAGES)

EMPLOYEE TRAINING REQUIREMENTS

23 CFR, Part 230, Subpart A, Appendix B applies to this contract, except as modified below. Prior to commencing, the contractor shall submit to the DC Department of Transportation Contracting Officer for approval, the number of trainees to be trained in each selected and classification and providing the prospective trainee's home address(es) and social security number(s). The number of trainees to be trained under this contract is three (3) shall be in the following classifications:

<u>CRAFT</u>	<u>NUMBER</u>
Laborer	1

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

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

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

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

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

documented by the Project Engineer and verified by the District Department of Transportation-Construction Contract Branch.

APPRENTICESHIP PROGRAM:

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

APPRENTICES AND TRAINEES:

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

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

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

WEEKLY STATEMENT OF COMPLIANCE

(2 PAGES)

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

Project No. Invitation No.	Contract No.	Date
-------------------------------	--------------	------

WAGES AND HOURS		
	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Worked		
Wages Earned		

I, _____ (Name of signatory party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of persons employed by _____
 _____ on the _____
 (Contractor or Subcontractor) (Building or Work)

that during the payroll period commencing on the _____ day of _____
 19____, and ending on the _____ day of _____
 19____, all persons employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to
 or on behalf of said _____
 (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c), and described below.

- (2) That any payroll otherwise under the Contract required to be submitted for the above period is correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work being performed.
- (3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered with the Bureau of Apprenticeship Training, U. S. Department of Labor or with a State Apprenticeship Agency recognized by the Bureau.

NOTE: Fringe Benefits Statement and Signature Block are on reverse.

OFFICE OF CIVIL RIGHTS
DBE UTILIZATION FORM

(2 PAGES)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**



**OFFICE OF CIVIL RIGHTS
DBE UTILIZATION FORM**

CONTRACT/BID NO:		DBE GOAL:	
PROJECT NAME:		CONTRACT TYPE:	
CONTRACT VALUE:		DBE GOAL VALUE:	
DBE Goal Value To Date		DBE % To Date:	

Please check one: Original Plan Modified Plan

I/We, (THE CONTRACTOR) **{Name of Contractor}** hereby submit the following proposed plan for DBE participation, in keeping with requirements set forth in 49 CFR 26.53. I/We understand and agree that the District Department of Transportation's Office of Civil Rights will review the below information and issue a decision as to approval or denial.

DBE PLAN			
Name & Address of DBE	Description of Work to be completed by DBE SUPPLIES: CALCULATE at 60% of TOTAL	Estimated Dollar Value of DBE Participation	% of DBE Participation
TOTALS TO DATE: \$			%

Failure to comply with these directives may prevent/delay the issuance of the NTP for this project.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function stated in the work description noted for each firm. The undersigned further understands that no changes to the DBE Plan may be made without prior approval from the DDOT Office of Civil Rights.

{Enter Name of Contractor}

{Enter Name of Authorized Rep}

Contractor

Print Name of Authorized Representative

DATE: _____

Signature of Authorized Representative

PROVISIONAL APPROVAL: _____ DENIED: _____

Final Approval to be granted upon receipt of copies of all Contracts for the above provisionally approved DBEs. Submit documents to the DDOT OCR/Representative within sixty (60) days from the date of Award. If not, Task Order/Contract referenced above may be rescinded.

FINAL APPROVAL: _____ DENIED: _____

Final Approval Denied: Contacted OCP to rescind Task Order/Contract: _____

COMMENT: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION



OFFICE OF CIVIL RIGHTS

DBE Utilization Form Instructions

For more information, please contact the DDOT's Office of Civil Rights.

Contract/Bid No: Enter the Project Number or Solicitation Number

DBE Goal: Enter the DBE Goal noted in the Contract/Solicitation documents

Project Name: Enter the Project Name as it appears on the Contract/Solicitation documents

Contract Type: Enter the Contract Type, i.e., Construction, Design, Construction Management, etc.

Contract Value: Contract Award Amount

DBE Goal Value: Enter the value of the Contract Award Amount multiplied by DBE Goal Percentage

Original or Modified Plan: Indicate whether this is an original DBE Plan or a request for modification due to change in circumstances or as a result of denial of an original plan.

DBE PLAN

Name & Address of DBE: Enter the DBE Name and Address

Description of Work to be completed by DBE: Enter a condensed version of the scope of work to be performed by the DBE. Specify type of work and the percentage of the type of work to be performed by the DBE, i.e., Type: Trucking, Supplies, Material, Labor or a combination thereof. **Please be reminded that if DBE subcontractor's scope is to furnish Supplies/Material without installation cost must be calculated at 60% of the total contract value to be applied towards DBE Goal!**

Estimated Dollar Value of DBE Participation: Enter the Estimated Contract Value to be awarded to the DBE for the work to be performed. This Contract Value should appear on the Letter of Intent. If the DBE is a supplier, indicate the amount of expenditures allocated for services separate from supplies.

% of DBE Participation: Divide the Contract Value noted on the Letter of Intent by the Contract Value awarded by DDOT to determine the % of DBE participation for each DBE listed.

Totals: Enter the total of the "Estimated Dollar Value of DBE Participation" and "% of DBE Participation" columns.

Print the Contractor Name

Print the Authorized Representative Name

Signature of the Authorized Representative

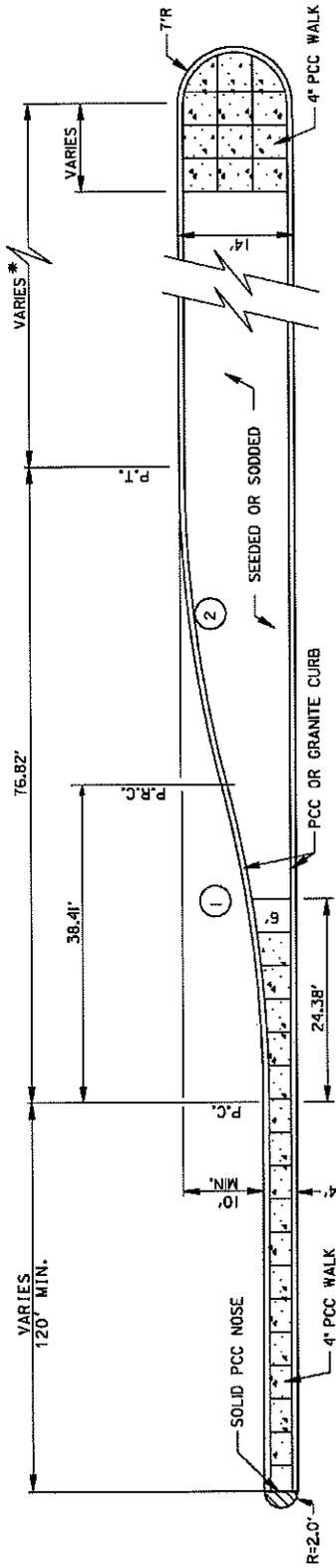
Date form was signed

To be granted "FINAL APPROVAL", submit a copy of the DBE Certification Letter, DBE Quote to the Contractor and/or the Letter of Intent for all DBE's listed on the DBE Plan within 60 days from Award Date.

For questions or to forward the completed DBE Utilization Form and all required documents for processing, please contact by e-mail: Mohammed.Kabir@dc.gov

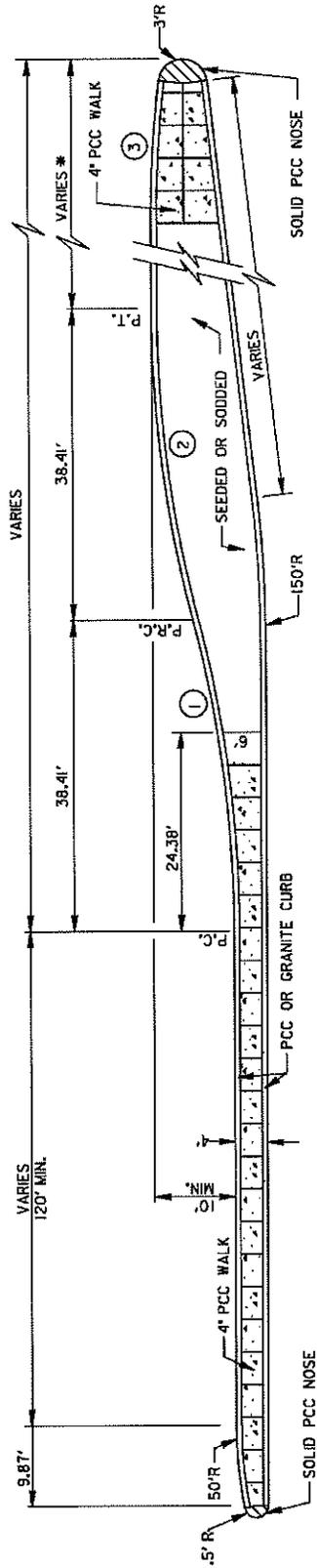
DDOT STANDARD DRAWINGS

(13 PAGES)



LEFT TURN SLOT WHEN USED WITH CONTINUOUS MEDIAN

* VARY TO LINE UP WITH CROSSWALKS



LEFT TURN SLOT WHEN USED WITH FLARED INTERSECTIONS

* VARY TO LINE UP WITH CROSSWALKS

	Δ	R	T	L
①	14° 44' 59"	150'	19.41'	38.61'
②	14° 44' 59"	150'	19.41'	38.61'
③	6° 41' 13"	150'	8.76'	17.51'

NOTES:

- WHERE ISLANDS EXTEND ACROSS CROSSWALKS, CURB CUTS FOR HANDICAPPED SHALL BE CONSTRUCTED AS PART OF THE ISLANDS.
- ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPLICABLE TO A 90° CROSSING INTERSECTION. THESE DIMENSIONS SHALL BE ADJUSTED ACCORDINGLY FOR A SKEWED CROSSING INTERSECTION.

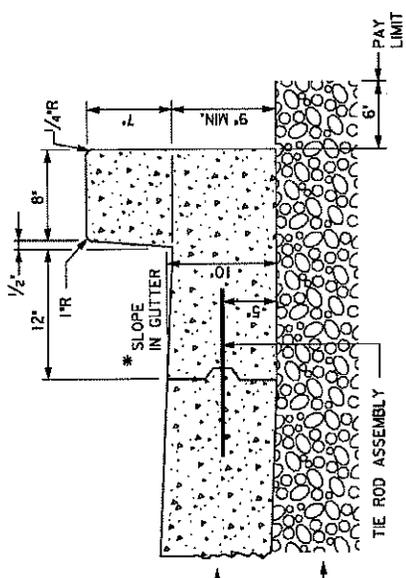
DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

d.

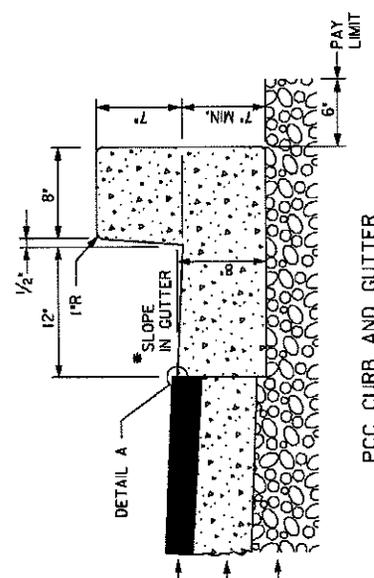
DIRECTIONAL ISLANDS

RECOMMENDED:	<i>[Signature]</i> DEPUTY CHIEF ENGINEER
APPROVED:	<i>[Signature]</i> CHIEF TRANSPORTATION ENGINEER
DATE	
REVISED	
ISSUED:	
REFERENCE	

DWG. NO. 601.02

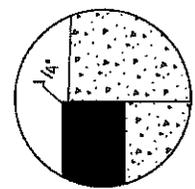


PCC CURB AND GUTTER WITH CONCRETE PAVEMENT

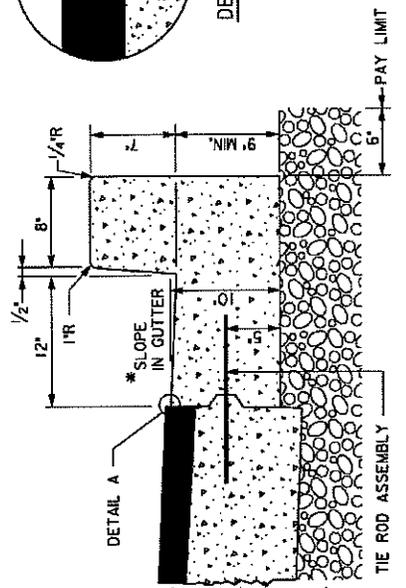


PCC CURB AND GUTTER WITH FLEXIBLE PAVEMENT

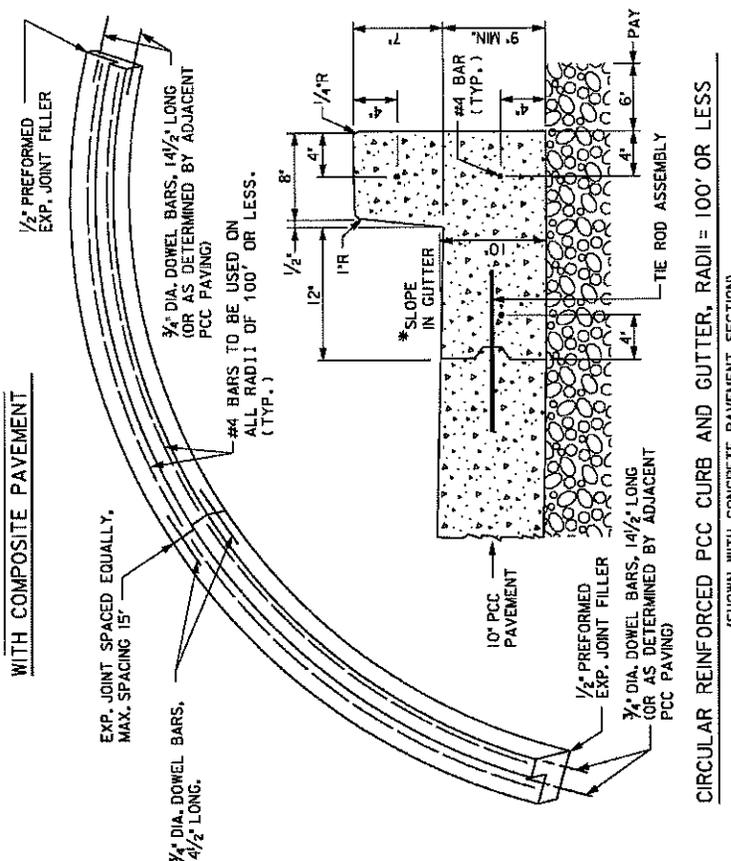
- NOTES:
1. TIE ROD ASSEMBLY TO BE INSTALLED AT 5 IN. OF THE INITIAL POUR.
 2. #4 BARS SHALL NOT EXTEND THROUGH THE EXPANSION JOINT.
 3. * LOW SIDE - 1 IN. PER FT. TOWARD CURB.
 4. * HIGH SIDE - 5/8 IN. PER FT. AWAY FROM CURB.



DETAIL "A"



PCC CURB AND GUTTER WITH COMPOSITE PAVEMENT



CIRCULAR REINFORCED PCC CURB AND GUTTER, RADII = 100' OR LESS (SHOWN WITH CONCRETE PAVEMENT SECTION)

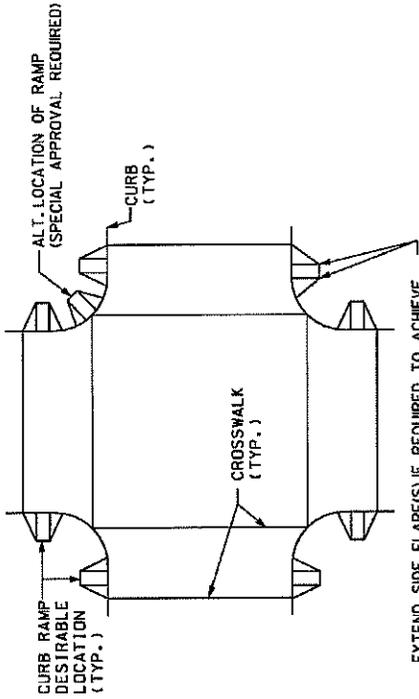
RECOMMENDED:	<i>[Signature]</i>	DEPUTY CHIEF ENGINEER
DATE:		
REVIS:		
ISSUED:		
APPROVED:	<i>[Signature]</i>	CHIEF TRANSPORTATION ENGINEER
REFERENCE:		

TYPES OF PCC CURB & GUTTER

d. DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

DWG. NO. 609.01

12/15/93 4:28 PM 433 0000 17 1210 00

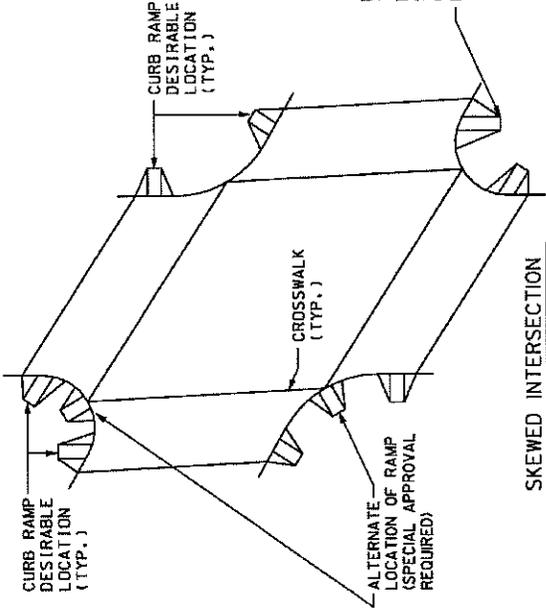


EXTEND SIDE FLARE(S) IF REQUIRED TO ACHIEVE MAXIMUM 12:1 SLOPE IN FLARE(S) (WHERE 12:1 LONGITUDINAL SLOPE IN CENTER OF RAMP AND 4'-0" CLEAR SIDEWALK SPACE IN BACK OF RAMP CANNOT BE OBTAINED).

RIGHT-ANGLE INTERSECTION

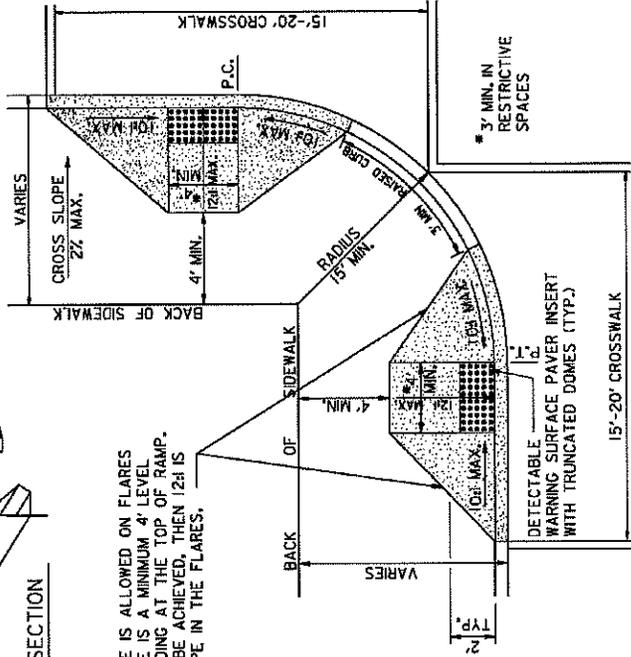
NOTES:

1. AT FOUR LEGGED INTERSECTIONS, IT IS REQUIRED TO CONSTRUCT TWO RAMPS, ONE FOR EACH DIRECTION OF CROSSING. IF THERE ARE SPACE LIMITATIONS THAT DO NOT PERMIT THE CONSTRUCTION OF TWO INDEPENDENT RAMPS, SUCH AS TELEPHONE POLES, FIRE HYDRANTS, STORM DRAIN INLETS, ETC., PROVISIONS SHOULD BE MADE TO RELOCATE THE OBSTRUCTION. IF THE 12:1 LONGITUDINAL SLOPE CANNOT BE ACHIEVED WHERE RAMPS ARE SHOWN, SPECIAL APPROVAL SHALL BE OBTAINED TO CONSTRUCT ONE RAMP AT THE CORNER AND MODIFY THE CROSSWALKS. SEE DRAWINGS 609.06 AND 609.07 FOR DETAILS.
2. RAMP LOCATION SHALL BE GOVERNED BY CROSSWALK WIDTH, 15'-20' AS DIRECTED. ALL RAMPS, INCLUDING SIDE FLARES, SHALL BE LOCATED WITHIN A CROSSWALK. ONE SIDE FLARE SHALL ALIGN WITH THE BACK EDGE LINE OF THE CROSSWALK.
3. FOR SKEWED INTERSECTION, ACUTE CORNER SHALL DETERMINE THE LOCATION OF LIGHT POLES, RAMPS AND CROSSWALKS.
4. ALL RAMPS SHALL CONFORM TO THE LATEST AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) CRITERIA.
5. DIMENSIONS SHOWN ARE FOR NEW CONSTRUCTION. FOR ALTERATIONS WHEN THESE DIMENSIONS ARE IMPRACTICAL, REVIEW ADAAG FOR LESS STRICT DIMENSIONS.
6. INSTALL DETECTABLE WARNING SURFACE PAVERS WITH TRUNCATED DOMES FOR A DISTANCE OF 24" FROM THE BACK OF THE CURB AS SHOWN.
7. THE SURFACE OF THE RAMP SHALL BE BROOM FINISHED (STEEL BRISTLE).
8. RAMP SHALL BE CONSTRUCTED WITH PCC SIDEWALK CONCRETE (NO DARKENING AGENTS).
9. ANY LIGHT POLE FOUNDATION SHALL BE CONSTRUCTED INDEPENDENTLY OF RAMP.
10. DESIGN STORM DRAIN SYSTEMS TO SHED WATER AWAY FROM RAMPS.
11. FINAL LOCATION OF RAMP WILL BE DECIDED BY THE ENGINEER ON SITE.



SKEWED INTERSECTION

10:1 MAX. SLOPE IS ALLOWED ON FLARES ONLY IF THERE IS A MINIMUM 4' LEVEL (2% MAX.) LANDING AT THE TOP OF RAMP. IF 4' CANNOT BE ACHIEVED, THEN 12:1 IS THE MAX. SLOPE IN THE FLARES.



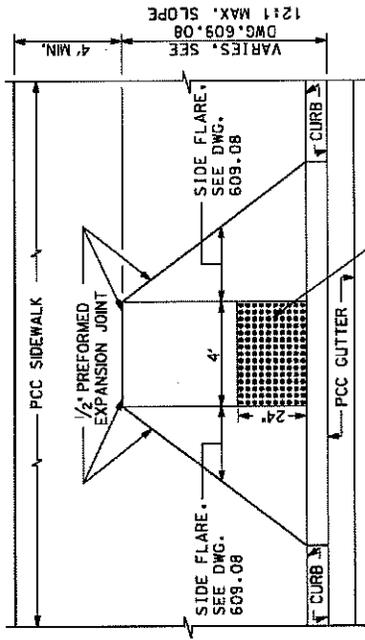
DETAIL: WHEELCHAIR - BICYCLE RAMP(S)
DESIRABLE LOCATION (TYP.)

RECOMMENDED:	<i>[Signature]</i> DEPUTY CHIEF ENGINEER
APPROVED:	<i>[Signature]</i> CHIEF TRANSPORTATION ENGINEER
DATE	
APPR.	
REVISED	
ISSUED:	
REFERENCE	

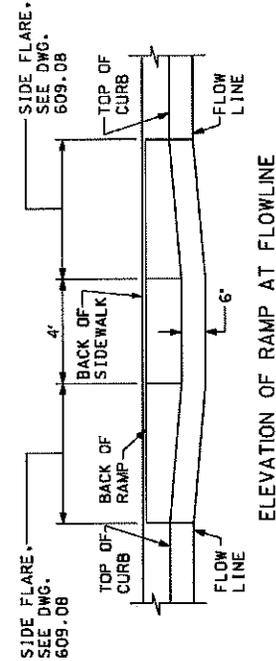
WHEELCHAIR - BICYCLE RAMPS LOCATIONS

DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

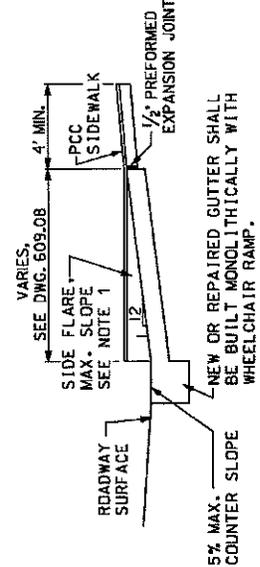
d.



DETECTABLE WARNING SURFACE PAVEMENT INSERT WITH TRUNCATED DOMES (TYP.)



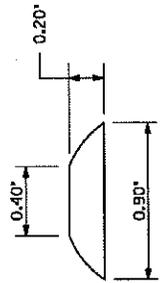
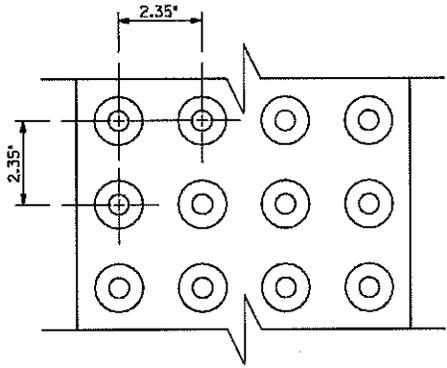
ELEVATION OF RAMP AT FLOWLINE



SECTION AT CENTERLINE OF RAMP

NOTES:

1. EITHER (1) SIDEWALK SLOPE BEHIND RAMP SHALL BE REDUCED, BUT NOT LESS THAN 0.5%, OR (2) IF RIGHT-OF-WAY AND PHYSICAL CONDITIONS PERMIT, SIDEWALK SHALL BE EXTENDED, SO THAT MAXIMUM SLOPE OF 12:1 ALONG CENTERLINE OF RAMP IS ACHIEVED. IF 12:1 SLOPE CANNOT BE ACHIEVED BY (1) OR (2) ABOVE, THEN MAXIMUM SLOPE IN AT LEAST ONE SIDE FLARE SHALL BE 12:1.



DETECTABLE WARNING SURFACE PAVEMENT/TRUNCATED DOME NOTES:

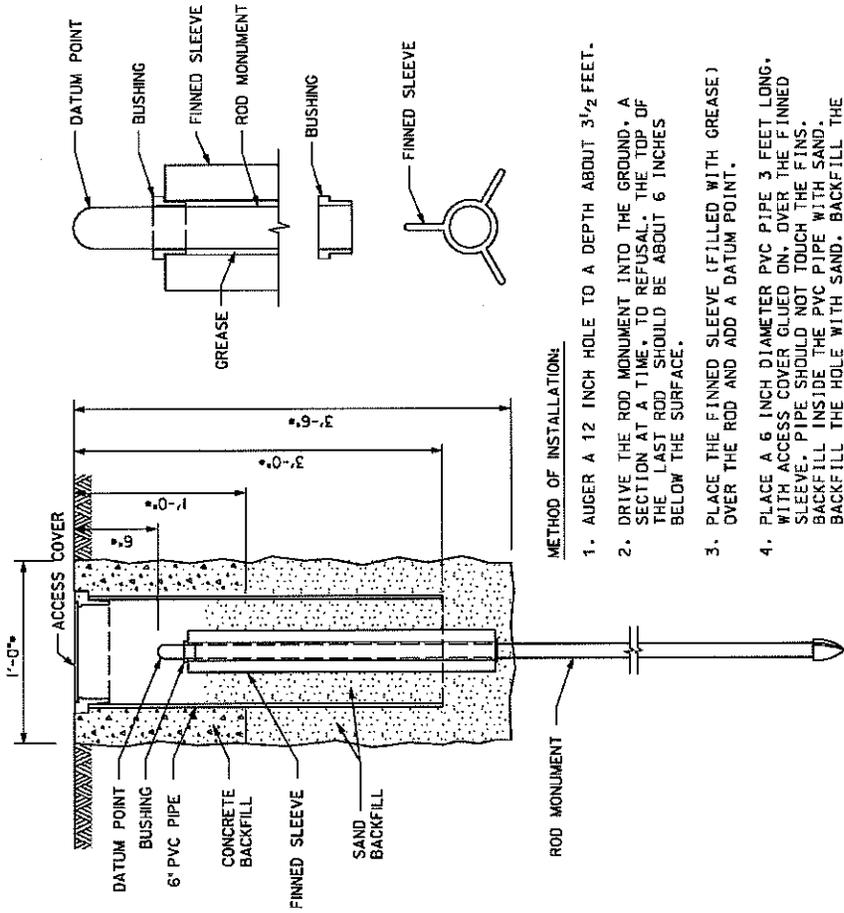
1. DETECTABLE WARNING SURFACE PAVEMENT/TRUNCATED DOME INSERT SHALL BE INSTALLED 24" FROM THE BACK OF THE CURB AS SHOWN.
2. DETECTABLE WARNING SURFACE PAVEMENT SHALL CONSIST OF A SURFACE OF TRUNCATED DOMES ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
3. DETECTABLE WARNING SURFACE PAVEMENT/TRUNCATED DOME INSERT SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES.

RECOMMENDED:	<i>[Signature]</i> DEPUTY CHIEF ENGINEER
APPROVED:	<i>[Signature]</i> CHIEF TRANSPORTATION ENGINEER
DATE:	
APPR.:	
REVISED:	
ISSUED:	
REFERENCE:	

WHEELCHAIR-BICYCLE RAMPS
DETAILS

d. DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

DWG. NO. 609.07



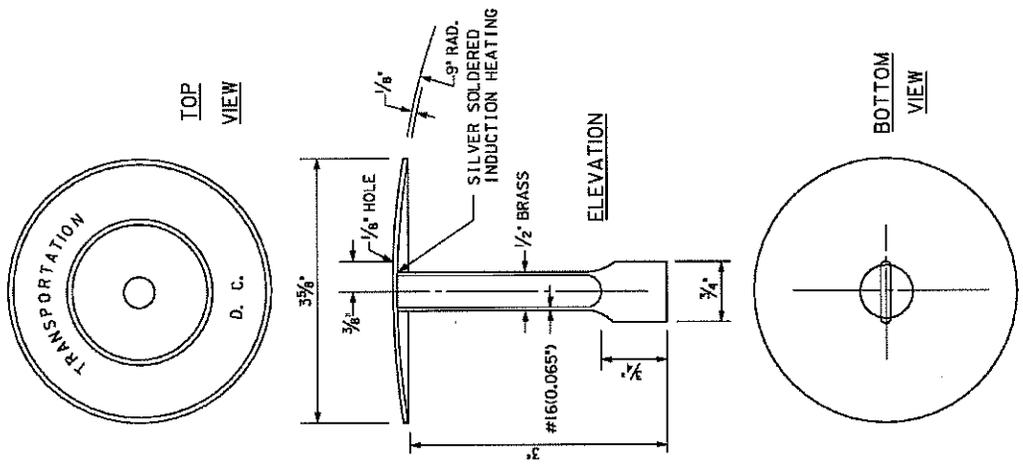
METHOD OF INSTALLATION:

1. AUGER A 12 INCH HOLE TO A DEPTH ABOUT 3 1/2 FEET.
2. DRIVE THE ROD MONUMENT INTO THE GROUND. A SECTION AT A TIME, TO REFUSAL. THE TOP OF THE LAST ROD SHOULD BE ABOUT 6 INCHES BELOW THE SURFACE.
3. PLACE THE FINNED SLEEVE (FILLED WITH GREASE) OVER THE ROD AND ADD A DATUM POINT.
4. PLACE A 6 INCH DIAMETER PVC PIPE 3 FEET LONG, WITH ACCESS COVER GLUED ON, OVER THE FINNED SLEEVE. PIPE SHOULD NOT TOUCH THE FINS. BACKFILL INSIDE THE PVC PIPE WITH SAND. BACKFILL THE HOLE WITH SAND. BACKFILL THE TOP 12 INCHES OF THE HOLE WITH CONCRETE.

MATERIALS:

MATERIALS SHALL BE BERTSEN SURVEY MONUMENTS OR APPROVED EQUAL.

FIRST ORDER BENCHMARK



REFERENCE MARK

RECOMMENDED:	<i>[Signature]</i> DEPUTY CHIEF ENGINEER
APPROVED:	<i>[Signature]</i> CHIEF TRANSPORTATION ENGINEER
DATE	
REVISED	
ISSUED:	
REFERENCE	

PERMANENT BENCHMARK AND REFERENCE MARK

d. DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

DWG. NO. 613.01

