

<b>Section A: SOLICITATION, OFFER, AND AWARD</b>			1. Caption <b>DC PLUG – Feeder 308 Undergrounding</b>		Page of Pages <b>1</b>   <b>66, plus attachments</b>		
2. Contract Number		3. Solicitation Number <b>DCKA-2015-B-0042</b>		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued	
7. Issued By: <b>DC Office of Contracting and Procurement District Department of Transportation 55 M Street, SE, 7th Floor Washington, DC 20003</b>				8. Address Offer to: <b>District Department of Transportation Office of Contracting &amp; Procurement Bid Room 55 M Street, SE, 4th Floor Washington, DC 20003</b>			
6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside-CBE certified only <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:							

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

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **55 M Street, SE, 4th Floor** until **2:00 p.m.** local time **10/05/2015**  
(Hour) (Date)

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

10. For Information Contact	A. Name <b>Lisa Minor-Smith</b>		B. Telephone (Area Code) (Number) (Ext)			C. E-mail Address <a href="mailto:308.construction@dc.gov">308.construction@dc.gov</a>

11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II CONTRACT COLAUSES			
<input checked="" type="checkbox"/>	A	Solicitation/Contract Form	1	<input checked="" type="checkbox"/>	I	Contract Clauses	34
<input checked="" type="checkbox"/>	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
<input checked="" type="checkbox"/>	C	Specifications/Work Statement	12	<input checked="" type="checkbox"/>	J	List of Attachments	48
<input checked="" type="checkbox"/>	D	Packaging and Marking	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	Inspection and Acceptance	16	<input checked="" type="checkbox"/>	K	Representations, certifications and other statements of bidder	50
<input checked="" type="checkbox"/>	F	Deliveries or Performance	17				
<input checked="" type="checkbox"/>	G	Contract Administration Data	18	<input checked="" type="checkbox"/>	L	Instructions, conditions & notices to bidders	60
<input checked="" type="checkbox"/>	H	Special Contract Requirements	24	<input checked="" type="checkbox"/>	M	Evaluation factors for award	65

**OFFER**

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

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

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

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

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

22. Name of Contracting Officer (Type or Print) <b>Courtney B. Lattimore, Deputy Chief Contracting Officer</b>	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

### **B.1 GENERAL**

The District of Columbia Department of Transportation (the "District") is seeking a contractor for services related to the DC Power Line Undergrounding Program (DC PLUG).

### **B.2 CONTRACT TYPE**

The District contemplates award of a firm fixed price contract in accordance with 27 DCMR Chapter 24.

### **B.3 PRICE SCHEDULE**

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SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

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

SECTION 0001 100% DC PLUG

0010	108002 Mobilization	LUMP	LUMP			.
0020	108004 Progress Photographs	LUMP	LUMP			.
0030	108012 Engineer's Field Facilities	LUMP	LUMP			.
0040	108016 Field Layout	LUMP	LUMP			.
0050	200005 Earthwork and Excavation Special Item - CY - Special Item 620 085 Undercut Excavation and Backfill	CY	3260.000			.
0060	200005 Earthwork and Excavation Special Item - CY - Special Item 620 086 Borrow Excavation Backfill	CY	1553.000			.
0070	200005 Earthwork and Excavation Special Item - CY - Special Item 620 090 Excavation and Back fill for Pepco Facility Construction	CY	17967.000			.
0080	200005 Earthwork and Excavation Special Item - CY - Special Item 620 091 Thermal Backfill	CY	33.000			.

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SCHEDULE OF ITEMS

DATE:  
REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0090	200009 Earthwork and Excavation Special Item - EACH - Special Item 212 003 Test Pits	120.000 EACH				
0100	209002 Aggregate Base Course Aggregate Base Course	6613.000 CY				
0110	402010 HMA Surface Course, 12.5 mm	2934.000 TON				
0120	403002 Tack Coat	26974.000 SY				
0130	405016 Temporary AC, HMA Surface Course, 12.5 mm	1552.000 TON				
0140	410002 Pavement Profiling (Milling)	26974.000 SY				
0150	501022 Portland Cement Concrete	1769.000 CY				
0160	502004 PCC Base for Utility Cuts	2321.000 CY				
0170	502006 PCC Base, 8 Inch PCC Base 8 Inch	384.000 CY				
0180	605018 Repair-Replace PCC Sidewalk, 4 Inch	226.000 SY				
0190	605026 Brick Sidewalk on PCC Base	11.000 SY				

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SCHEDULE OF ITEMS

DATE:  
REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	605038 Block Sidewalk Repair on PCC Base	2.000 SY	.		.	
0210	606002 PCC Curb	303.000 LF	.		.	
0220	606004 PCC Curb and/or Gutter	1056.000 LF	.		.	
0230	606064 Furnish and Set 8"x12" Granite Straight Curb	165.000 LF	.		.	
0240	606066 Furnish&Set 8"x12" Granite Circular Curb Radius Under 10Ft	22.000 LF	.		.	
0250	606082 Reset Stone Curb	53.000 LF	.		.	
0260	606098 PCC Wheelchair/Bicycle Ramp - New Construction	12.000 EACH	.		.	
0270	607020 Sod with 4 Inch Topsoil	402.000 SY	.		.	
0280	608002 Remove Tree and Stump up to 6 Inch Dia.	4.000 EACH	.		.	
0290	608006 Remove Tree and Stump 12 to 18 Inch Dia.	2.000 EACH	.		.	

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SCHEDULE OF ITEMS

DATE:  
REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	608008 Remove Tree and Stump 18 to 24 Inch Dia.	1.000 EACH	.		.	
0310	608072 Tree Protection and Replacement	237.000 EACH	.		.	
0320	612002 Maintenance of Highway Traffic Maintenance of Traffic - Conduit and Manhole Construction	LUMP	LUMP			.
0330	612054 Thermoplastic Pavement Marking, 4 Inch	1177.000 LF	.		.	
0340	612058 Thermoplastic Pavement Marking, 6 Inch	3669.000 LF	.		.	
0350	612064 Thermoplastic Pavement Marking, 12 Inch	1342.000 LF	.		.	
0360	612066 Thermoplastic Pavement Marking, 24 Inch	1334.000 LF	.		.	
0370	612068 Thermoplastic Pavement Letter	4.000 EACH	.		.	
0380	612070 Thermoplastic Pavement Arrow	1.000 EACH	.		.	
0390	612092 Truck Mounted Attenuator	6.000 EACH	.		.	

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DATE:  
REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	612100 Portable Changeable Message Sign	4.000 EACH	.		.	
0410	612104 Steel Protection Plate	120.000 EACH	.		.	
0420	612991 Traffic Control Special Item - LS - Special Item 612 013 Maintenance of Traffic for Right of Way Restoration	LUMP	LUMP		.	
0430	614993 Electrical Work Special Item -EACH- Special Item 620 062 Install Precast SDWLK UG SWITCH MH 6'X18' (All Depths)	4.000 EACH	.		.	
0440	614993 Electrical Work Special Item -EACH- Special Item 620 063 Install Precast Roadway MH 6'X12' (All Depths)	16.000 EACH	.		.	
0450	614993 Electrical Work Special Item -EACH- Special Item 620 064 Install Precast Roadway MH 4.5'X6' (All Depths)	40.000 EACH	.		.	
0460	614993 Electrical Work Special Item -EACH- Special Item 620 066 Cast-in-Place SDWLK UG Switch MH 6'X18' (All Depths)	1.000 EACH	.		.	

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SCHEDULE OF ITEMS

DATE:  
REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0470	614993 Electrical Work Special Item -EACH- Special Item 620 067 Cast-in-Place Roadway MH 6'X12 (All Depths)	2.000 EACH	.		.	
0480	614993 Electrical Work Special Item -EACH- Special Item 620 068 Cast-in-Place Roadway MH 4.5'X6' (All Depths)	2.000 EACH	.		.	
0490	614993 Electrical Work Special Item -EACH- Special Item 620 081 Install a Precast Taphole 3.5' (L)X3. 5' (W)X4' (H)	6.000 EACH	.		.	
0500	614993 Electrical Work Special Item -EACH- Special Item 620 082 Install a Precast Concrete Well Casing 3. 5' I.D.X6.5' H	46.000 EACH	.		.	
0510	614993 Electrical Work Special Item -EACH- Special Item 620 092 Install FG Street Light Splice Box (13"W x 24" D x 24" H)	1.000 EACH	.		.	
0520	614993 Electrical Work Special Item -EACH- Special Item 620 094 Install Fiberglass Pad Mounted Transfo. Base 4' - 3"X4' - 8	4.000 EACH	.		.	

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DATE:

REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0530	614995 Electrical Work Special Item -LF- Special Item 620 069 Install 2 WAY Conduit - 4" PVC (All Depths)	2296.000 LF	.		.	
0540	614995 Electrical Work Special Item -LF- Special Item 620 070 Install 4 WAY Conduit - 4" PVC (All Depths)	11213.000 LF	.		.	
0550	614995 Electrical Work Special Item -LF- Special Item 620 071 Install 6 WAY Conduit - 4" PVC (All Depths)	11.000 LF	.		.	
0560	614995 Electrical Work Special Item -LF- Special Item 620 072 Install 8 WAY Conduit - 4" PVC (All Depths)	536.000 LF	.		.	
0570	614995 Electrical Work Special Item -LF- Special Item 620 074 Install 2 WAY Conduit - 5" Fiberglass (All Depths)	2646.000 LF	.		.	
0580	614995 Electrical Work Special Item -LF- Special Item 620 075 Install 8 WAY Conduit - 5" Fiberglass (All Depths)	3053.000 LF	.		.	
0590	614995 Electrical Work Special Item -LF- Special Item 620 076 Install 4 WAY Conduit - 5" Fiberglass (All Depths)	2318.000 LF	.		.	

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DATE:  
REVISED:

CONTRACT ID: DCKA2015B0042

PROJECT(S): N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0600	614995 Electrical Work Special Item -LF- Special Item 620 077 Install 6 WAY Conduit - 5" Fiberglass (All Depths)	2921.000 LF				
0610	614995 Electrical Work Special Item -LF- Special Item 620 078 Install 2 WAY Concr ete Enc. FG Ductbank With Dual Pole B	5.000 LF				
0620	614995 Electrical Work Special Item -LF- Special Item 620 084 Install 2 WAY Concr ete Enc. PVC Ductbank With Dual Pole B	264.000 LF				
0630	618991 Erosion and Sediment Control Special Item - LS -	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

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#### **B.4 SUBCONTRACTING**

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

#### **B.5 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

This IFB is designated only for certified small business enterprise (CBE) bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended.

An SBE must be certified as small in the procurement category of:  
**Construction, Heavy (Street and Highways, Bridges, etc.)** in order to be eligible to submit a bid in response to this solicitation.

## SECTION C: SCOPE & SPECIFICATIONS

### C.1 SCOPE

The District Department of Transportation (the “District”) is seeking a Contractor to perform civil construction services for DC Power Line Undergrounding (DC PLUG) of feeder no. 308, located in Ward 3.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Most Recent Publication
1	Legislation	DCPLUG initiative Act of 2014 DC ACT 20-290 Available at: <a href="http://oca.dc.gov/page/dcplug">http://oca.dc.gov/page/dcplug</a>	March 3, 2014
2	Standard and Specification	Standard Specification For Highways And Structures, 2013; Available at: <a href="http://ddot.dc.gov/node/785402">http://ddot.dc.gov/node/785402</a>	Revision 2013

Refer to Section J, Attachments for additional applicable documents.

### C.3 DEFINITIONS:

**These terms when used in this IFB have the following meanings:**

- Fiscal Year: The Fiscal Year begins on October 1st and ends on September 30th of each calendar year.
- The ACT : DC PLUG Initiative Act of 2012 – DC ACT 20-290
- In the PAY ITEM SCHEDULE, the first three-digit portion for each pay item number refers to the section of the Standard Specifications in which the item is described. The Special Provisions in which the item is further described.
- Standard Specifications: DDOT Standard Specification for Highways and Structures, 2013 (Gold Book, Refer to Section J.1 of this document).
- Technical Specifications: Refer to Sections J.2 thru J.10 of this document.
- Project Specifications: Standard Specifications and Technical Specifications (Refer to Sections J.1 thru J.10).
- Special Provisions: Provisions (other than Project Specifications) included in this document.

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## **C.4 BACKGROUND**

**C.4.1** The DC Power Line Undergrounding (DC PLUG) solution was derived from the Power Line Undergrounding Task Force, which was established August 16, 2012. Through the collaborative process, the Government of the District of Columbia approved a multi-year \$1 billion power line undergrounding project to help prevent prolonged electric service outages during significant weather events.

DC PLUG represents a public-private partnership between the District Government and Pepco that will result in the strategic undergrounding of overhead feeders in Wards 3, 4, 5, 7 and 8. Through this initiative, the high-voltage feeders most affected by outages will be installed underground. About half of the District is already served by underground lines. Secondary and service lines will remain overhead on the existing poles. This undergrounding solution is practical and it will achieve the electric system resiliency objectives of the District and PEPCO.

The legislation that authorized the District's power line undergrounding initiative became effective in May 2014, and mandates a triennial project planning and review process by the Public Service Commission (PSC). Pursuant to the Triennial Plan, DDOT will construct the necessary underground facilities and Pepco will install the electric distribution system improvements. The Triennial Plan delineates the engineering and construction strategy for the 21 feeders designated for undergrounding during the initial three-year period.

**C.4.2 To obtain more information regarding this program please refer to following websites:**

- DCPLUG website:  
<http://www.dcpluginfo.com>
- DDOT website:  
<http://ddot.dc.gov/page/dcplug>

## **C.5 REQUIREMENTS:**

Refer to Sections J.2 thru J.10 – Technical Specifications, plans and drawings

## **C.6 LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing,

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accreditation, and registration requirements and standards necessary for the performance of the Work. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

**C.7 CONFORMANCE WITH LAWS**

The Contractor shall be responsible for the performance of all work in conformance with legal requirements.

**C.8 COOPERATION WITH DDOT**

The Contractor shall cooperate with the assigned DDOT Project Manager throughout performance of work as stated in Contract Documents.

**C.9 COOPERATION WITH UTILITY COMPANIES.**

The Contractor shall cooperate and coordinate Work with Utility Companies throughout performance of work as stated in Contract Documents.

**C.10 COOPERATION WITH DISTRICT CONTRACTORS**

The Contractor shall cooperate and coordinate Work with other District contractors throughout performance of work. The Contractor shall use its best efforts to allow a District contractor access to or through the Site when required for performance of the District contractor's District contract as stated in Contract Documents

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## **SECTION D: PACKAGING AND MARKING**

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

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## **SECTION E: INSPECTION AND ACCEPTANCE**

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

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of two hundred forty (240) calendar days from date of award specified on the cover page of this contract.

### F.2 DELIVERABLES

**F.2.1** The Contractor shall perform the construction activities required to successfully complete the District's requirements and submit each of the following deliverables to the CA identified in section G.9 in accordance with the project specifications.

SOW Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
	Affirmative Action Plan	1	Electronic	Within 5 days of bid submittal
	Detailed SBE/CBE Performance Plan	1	Electronic	Within 10 days after intent to award
	Evidence of insurance and licenses for Contractor and Major Participants	1	Electronic	Within 10 days after intent to award
	DC Business License	1	Hard copy	At the time of bid opening
	Performance Bond	1	2 original hard copies	At time of intent to award
	Payment Bond	1	2 original hard copies	At time of intent to award
	All warranties applicable to Work	1	Electronic	Upon Project final acceptance notice by DDOT

**F.2.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5 which is required by the 51% District Residents New Hires Requirements and Initial Employment Plan. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.

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## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

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

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

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

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

Contract number and invoice number;

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

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

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

Name, title, phone number of person preparing the invoice;

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

Authorized signature.

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### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

For contracts subject to the 51% District Residents New Hires Requirements and Initial Employment Plan requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.

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

### **G.4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District based upon sections **B.3 (Price and Cost Schedules)**, and **F.2 (deliverables)** if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section B.3, and F.2 (deliverables)**".
- c) Presentation of a properly executed invoice.

For all pay items the District shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. To provide a basis for determining progress payments, Contractor shall furnish to the Contract Administrator a breakdown of the Total (Total Bid) and of each CLIN Price (Bid Amount) from the Schedule of Items, showing in the breakdown an amount included therein for each principal category of the work (i.e., each CLIN) in such detail as requested. In preparation of estimates, the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Materials delivered to the Contractor at locations other than the site may also be taken into consideration.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1 percent per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

the 3<sup>rd</sup> day after the required payment date for meat or a meat product;  
the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or  
the 15<sup>th</sup> day after the required payment date for any other item.

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

### **G.6.2 Payments to Subcontractors**

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

Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

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

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payment for the completed delivery of the item of property or service is made on or before:

the 3<sup>rd</sup> day after the required payment date for meat or a meat product;  
the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or  
the 15<sup>th</sup> day after the required payment date for any other item.

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

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

**G.6.3 Subcontract Requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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

Mr. Steven H. Wishod  
Associate Procurement Officer, Priority Special Projects  
Office of Contracting and Procurement  
*Supporting* the District Department of Transportation  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

#### **G.9 CONTRACT ADMINISTRATOR (CA)**

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

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;

Coordinating site entry for Contractor personnel, if applicable;

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

Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

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

During the solicitation and award process, please address all questions to the point of contact listed on page one of the solicitation.

The CA shall 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. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;

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- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

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

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## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

This Special Provision supplements 103.02 A of the Standard Specifications.

In accordance with applicable provisions of 29 CFR Part 1 which require that the correct wage determination and the appropriate wage rates therein be incorporated into this contract. **General Wage Decision No. DC150001** is bound herein and contains the specific applicable wage rate(s) which is:

#### ***HEAVY CONSTRUCTION RATES***

Further, as set forth in 29 CFR Part 1, Section 1.6(c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

This further supplements “REQUIRED LABOR CONTRACT PROVISIONS: (MODIFICATIONS) PAYMENT OF PREDETERMINED MINIMUM WAGES” (Attachment J.16).

29 CFR Subtitle A (7–1–09 Edition), Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act.

These changes are effective immediately.

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### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

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

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

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

The Contractor shall enter into and maintain, during the term of the contract, an Initial Employment Plan, (Section J.24) in which the Contractor shall agree that:

The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

The first source for finding employees to fill any vacancy occurring in all jobs covered by the Initial Employment Plan shall be the First Source Register.

The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement

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for the preceding month. The contract compliance report for the contract shall include the:

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

If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51 percent of the new employees hired for the contract shall be District residents.

With the submission of the Contractor's final request for payment from the District, the Contractor shall:

Document in a report to the CO the Contractor's compliance with Section H.5 of this solicitation document; or

Submit a request to the CO for a waiver of compliance with Section H.5 and include the following documentation:

Material supporting a good faith effort to comply;

Referrals provided by DOES and other referral sources;

Advertisement of job openings listed with DOES and other referral sources; and

Any documentation supporting the waiver request pursuant to Section H.5.

The CO may waive the provisions of Section H.5 if the CO finds that:

A good faith effort to comply is demonstrated by the Contractor;

The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of

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Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

The Contractor enters into a special workforce development training or placement arrangement with DOES; or

DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

Upon receipt of the Contractor's final payment request and related documentation pursuant to Section H.5, the CO shall determine whether the Contractor is in compliance with Section H.5 or whether a waiver of compliance pursuant to Section H.5 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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

The provisions of Section H.5 do not apply to nonprofit organizations.

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

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

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

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

#### **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

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

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The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

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

The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

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

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

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

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

Contracts or other agreements that are subject to higher wage level determinations required by federal law;

Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

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Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided that the tenant or retail establishment did not receive direct government assistance from the District;

Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence;

Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

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**H.9.2.9** A description of the prime contractor’s recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

**H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required

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monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10 BID GUARANTY**

This supplements Section 102.1, Article 12(A)

Add the following paragraph:

The bid guaranty period shall be ninety (90) calendar days after bid opening.

An Irrevocable Letter of Credit or United States Government securities that are assigned to the District which pledge the full faith and credit of the United States are acceptable.

The bid guaranty includes an amount to cover the Contractor's bid price.

#### **H.11 PAYMENT BONDS**

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

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## SECTION I: CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

### I.2 CONTRACTS THAT CROSS FISCAL YEARS

Not Used

### I.3 CONFIDENTIALITY OF INFORMATION

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

### I.4 TIME

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

### I.5 RIGHTS IN DATA

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

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

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or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

The term "Computer Software," as used herein means computer programs and computer databases. "Computer Programs," as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

The term "computer databases," as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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

The restricted rights set forth in Section I.5 are of no effect unless the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

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

In addition to the rights granted in Section I.5 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

For all computer software furnished to the District with the rights specified in Section I.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5. For all computer software furnished to the District with the restricted rights specified in Section I.5, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a

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single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

**A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the

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insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide the coverage for any or all Subcontractors and if so, the evidence of insurance submitted shall so stipulate. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

Certificate Holder: The District of Columbia shall be named as an additional insured on all such policies.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

5. 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.

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6. Architect's and Engineer's Errors and Omissions Liability Insurance. Limits of \$1,000,000 per claim.

7. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

8. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

9. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

10. 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.

11. Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the District of Columbia as the loss payee on the policy, as its interests may appear. A waiver of subrogation in favor of the District of Columbia shall be included.

**B. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability

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insurance for five (5) years following final acceptance of the work performed under this contract.

**C. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

**D. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property including, but not limited to, tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**F. NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated Certificate of Insurance to the CO.

**G. CERTIFICATES OF INSURANCE.** The Contractor shall submit Certificates of Insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer listed in Section G.7 above.

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

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.13. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

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#### **I.10 ORDER OF PRECEDENCE**

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

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

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

#### **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

#### **I.12 PRE-AWARD APPROVAL**

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

In accordance with D.C. Official Code §2-352.02 and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract that has a term extending beyond twelve (12) months.

#### **I.13 GOVERNING LAW**

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

#### **I.14 COORDINATION WITH OTHERS**

This special provision (SP) supplements Article 18 of the Standard Specifications 103.01.

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

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

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

#### **I.15 CONTRACTOR IDENTIFICATION**

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

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

#### **I.16 BID GUARANTY**

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

The Bid Guaranty period shall be one-hundred and twenty (90) calendar days after opening of the bids.

#### **I.17 DISPUTES**

**I.17.1** All disputes arising under or relating to this contract shall be resolved as provided herein.

##### **I.17.2 Claims by a Contractor against the District:**

Claim, as used in paragraph 29.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.17.2.1** 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 CO for a decision. The Contractor's claim shall contain at least the following:

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- 1.17.2.1.1** A description of the claim and the amount in dispute;
  - 1.17.2.1.2** Data or other information in support of the claim;
  - 1.17.2.1.3** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - 1.17.2.1.4** The Contractor's request for relief or other action by the CO.
- 1.17.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- 1.17.2.3** The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO 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.
- 1.17.2.4** The CO's written decision shall do the following:
- 1.17.2.4.1** Provide a description of the claim or dispute;
  - 1.17.2.4.2** Refer to the pertinent contract terms;
  - 1.17.2.4.3** State the factual areas of agreement and disagreement.
  - 1.17.2.4.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - 1.17.2.4.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - 1.17.2.4.6** Indicate that the written document is the CO's final decision; and
  - 1.17.2.4.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 1.17.2.5** Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

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**I.17.2.5.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

**I.17.2.5.2** Liability under Paragraph I.16.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

**I.17.2.6** 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 CO.

**I.17.3 Claims by the District against a Contractor:**

**I.17.3.1** Claim as used in paragraph I.16.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.17.3.2** The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

**I.17.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

**I.17.3.2.1.1** Provide a description of the claim or dispute;

**I.17.3.2.1.2** Refer to the pertinent contract terms;

**I.17.3.2.1.3** State the factual areas of agreement and disagreement;

**I.17.3.2.1.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

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**I.17.3.2.1.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

**I.17.3.2.1.6** Indicate that the written document is the CO’s final decision; and

**I.17.3.2.1.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

**I.17.3.3** The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

**I.17.3.4** Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement

**I.17.3.5** The authority contained in this clause I.16.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

**I.17.3.6** This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

**I.17.4** Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

**I.17.5** 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 CO.

**I.18 DDOT TITLE VI ASSURANCES**

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

**I.18.1 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

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be amended from time to time, which are incorporated by reference and made a part of this contract.

### **I.18.2 Non-Discrimination**

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

### **I.18.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment**

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

### **I.18.4 Information and Reports**

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

### **I.18.5 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.

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### **I.18.6 Incorporation of Provisions**

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

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

### **I.19 FAILURE TO COMPLETE ON TIME**

Replace 108.07 of the Standard Specifications with the following:

For each calendar day that contract work remains incomplete after expiration of the specified construction completion time, the sum of \$1,500.00 has been set by the Contracting Officer as liquidated damages from any money due the Contractor.

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

### **I.20 EQUITABLE ADJUSTMENT OF CONTRACT TERMS:**

Provisions of 103.01, Article 4, EQUITABLE ADJUSTMENT OF CONTRACT TERMS, C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK, entire paragraph 4(b), replace with "When an item of Work is increased by 100 percent or decreased by more than 50 percent of the original Contract quantity, any adjustment for an increase or decrease in price shall apply only to that portion in excess of 200 percent, or less than 50 percent of the original contract quantity.

### **I.21 AWARD OF CONTRACT:**

The Office of Contracting and Procurement, on behalf of the District Department of Transportation intends to award this contract within 240 calendar days. However, if for administrative reasons, the District is unable to make an award within this time period, the Department will request the Contractor and his/her surety to extend the bid bond before the 90 calendar day expiration.

## SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2013, incorporated by reference Available at: < <a href="http://ddot.dc.gov/node/466272">http://ddot.dc.gov/node/466272</a> >
J.2	Technical Specifications available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_99815_J.2_Technical_Specifications.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_99815_J.2 Technical Specifications.pdf</a> >
J.3	DDOT Standard Details and Drawings available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_46815_J.3_DDOT_Standard_Drawings.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_46815_J.3 DDOT Standard Drawings.pdf</a> >
J.4	Pepco Standard Details and Drawings available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_87927_J.4_PEPSCO_Standard_Drawings.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_87927_J.4 PEPCO Standard Drawings.pdf</a> >
J.5	Sample Pepco As-Built Drawings available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_78272_J.5_Sample_PEPSCO_AsBuilt_Drawings.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_78272_J.5 Sample PEPCO AsBuilt Drawings.pdf</a> >
J.6	Sample Pepco Material Requisition Form available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_83013_J.6_Sample_PEPSCO_Material_Requisition_Form.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_83013_J.6 Sample PEPCO Material Requisition Form.pdf</a> >
J.7	DCMR 20 Environment Air Quality available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_91018_J.7_DCMR_20_Environment_Air_Quality.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_91018_J.7 DCMR 20 Environment Air Quality.pdf</a> >
J.8	List of Water Service Connections Provided by DC Water available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_68173_J.8_List_of_DC_Water_Connections.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_68173_J.8 List of DC Water Connections.pdf</a> >
J.9	List of Gas Service Connections Provided by Washington Gas available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_86877_J.9_List_of_Washington_Gas_Connections.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_86877_J.9 List of Washington Gas Connections.pdf</a> >
J.10	DC PLUG Feeder 00308 Plans available at < <a href="http://dashboard.ddot.dc.gov/DTAPDOC/document/237_64794_J.10_DC_PLUG_Feeder_00308_Plans.pdf">http://dashboard.ddot.dc.gov/DTAPDOC/document/237_64794_J.10 DC PLUG Feeder 00308 Plans.pdf</a> >
J.11	Subcontractor Approval Form
J.12	Subcontracting Plan available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
J.13	Equal Employment Opportunity/Affirmative Action Requirements
J.14	Monthly Employment Utilization Report

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<b>Attachment Number</b>	<b>Document</b>
<b>J.15</b>	U.S. Department of Labor Wage Determination No. DC150001
<b>J.16</b>	Required Labor Contract Provisions Payment of Predetermined Minimum Wages
<b>J.17</b>	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.18</b>	Way to Work Amendment Act of 2006 - Living Wage Notice 2014 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.19</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2014 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.20</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.21</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.22</b>	Department of Employment Services Initial Employment Plan available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.23</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.24</b>	First Source Employment Agreement, available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on "Required Solicitation Documents"

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## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND**

### **OTHER STATEMENTS OF BIDDERS**

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

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SUBJECT: Feeder 308-Undergrounding

**NON-COLLUSION AFFIDAVIT**

I, the undersigned depose and certify that I am the \_\_\_\_\_  
Title

\_\_\_\_\_ Of the \_\_\_\_\_  
Company

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

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

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

INVITATION NO.: DCKA-2015-B-0042

PROJECT: Feeder 308 - Undergrounding

\_\_\_\_\_, being  
(President or Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_\_\_\_\_ day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

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PROJECT: Feeder 308-Undergrounding

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATION**

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

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

Certification shall be made on the following standard form.

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

I hereby certify:

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

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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INVITATION NO.: DCKA-2015-B-0042

PROJECT NAME: Feeder 308 - Undergrounding

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

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

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

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 CONTRACT NUMBER

\_\_\_\_\_  
 DATE

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INVITATION NO.: DCKA-2015-B-0042

PROJECT NAME: Feeder 308 - Undergrounding

**D.C. RESIDENTS EMPLOYMENT AGREEMENT**

For all offers over \$300,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District’s following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor’s Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor’s Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

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

Name \_\_\_\_\_ Title\_\_\_\_\_

Signature \_\_\_\_\_ Date\_\_\_\_\_

Office of Contracting and Procurement (CONSTRUCTION)		<b>BID BOND</b>			Date Bond Executed (Must Not be later Than Bid Opening Date)
Bid Bond Period Ninety (90) Working Days After Bid Opening		TYPE OF ORGANIZATION ("X")			
PRINCIPAL Name(s) and Address(es)		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
		STATE OF INCORPORATION			
		<b>PENAL SUM OF BID</b>			
SURETY (IES) Name(s) and Address(es)		AMOUNT NOT TO EXCEED			
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
		<b>BID IDENTIFICATION</b>			
		BID OPENING DATE		INVITATION NO: <b>DCKA-2015-B-0042</b>	

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

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

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

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

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

<b>PRINCIPAL</b>		
<b>1. Signature</b>	<b>1. Attest</b>	<b>Corporate Seal</b>
Seal		
<b>Name &amp; Title (Typed)</b>	<b>Name &amp; Title (Typed)</b>	
<b>2. Signature</b>	<b>2. Attest</b>	<b>Corporate Seal</b>
Seal		
<b>Name &amp; Title (Typed)</b>	<b>Name &amp; Title (Typed)</b>	

PRINCIPAL (Continued)

**CERTIFICATE AS TO CORPORATION**

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

---

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

\_\_\_\_\_  
Secretary of Corporation

**SURETY(IES)**

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

**INSTRUCTIONS**

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

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**BID FORM  
(CONSTRUCTION CONTRACT)**

Read Instructions to Bidders (See Standard Contract Provisions as amended)	Invitation No.: <b>DCKA-2015-B-0042</b> Issue Date: <b>09/04/2015</b>
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TO: CONTRACTING OFFICER, GOVERNMENT OF THE DISTRICT OF COLUMBIA

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

PROJECT TITLE: **FEEDER 308 - UNDERGROUNDING**

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

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

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

Enclosed is bid guaranty consisting of 5% of the total bid  Bid Bond  Certified Check  Other

Name of bidder must be shown in full if an individual; and if a partnership, full names of all partners must be shown. If bidder is a corporation, impress corporate seal and furnish name of State where incorporated. If joint venture, all parties must sign.

Bidder represents that he operates as an  individual,  joint venture,  corporation

Incorporated in State of \_\_\_\_\_ Telephone No. \_\_\_\_\_

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

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

Mark envelope in upper left corner as follows: Invitation No.: <b>DCKA-2015-B-0042</b> To be opened (date): <b>10/05/2015</b> At 2:00 P.M. Envelopes available from Office of Contracting and Procurement	Address as follows: Department of Transportation Office of Contracting and Procurement 55 M Street, S.E., 4 <sup>th</sup> Floor Washington, DC 20003
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**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

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

### L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original document in response to the solicitation. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA-2015-B-0042, Feeder 308 - Undergrounding."**
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in Section B.3 will render the bid non-responsive and disqualify a bid.

### L.3 FAMILIARIZATION WITH CONDITIONS

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

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

#### **L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2:00 p.m.** local time on **October 5, 2015** as specified in Section A.9.

#### **L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

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

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

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

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

#### **L.6.2 Postmarks**

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

#### **L.6.3 Late Submissions**

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

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#### **L.6.4 Late Modifications**

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

#### **L.6.5 Late Bids**

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

#### **L.7 HAND DELIVERY OR MAILING OF BIDS**

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

#### **L.8 ERRORS IN BIDS**

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

#### **L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions electronically to [308.construction@dc.gov](mailto:308.construction@dc.gov). The prospective bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.10 PRE-BID CONFERENCE**

A pre-bid conference has been scheduled for Thursday, September 17, 2015 at 11:00am, located at DDOT Headquarters, 55 M Street, SE, 4<sup>th</sup> Floor, Room 439 A & B, Washington, DC 20003.

#### **L.11 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board

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(Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 441 4<sup>th</sup> Street NW 3<sup>rd</sup> Floor, Washington DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.12 SIGNING OF BIDS**

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

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

## **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

## **L.14 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

Solicitation	Document Number: DCKA-2015-B-0042	Document Title: DC PLUG- Feeder 308 Undergrounding	Page <b>63</b> of <b>66</b>
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**L.14.1** Name, address, telephone number and federal tax identification number of bidder;

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

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

#### **L.15 BID OPENING**

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

#### **L.16 CERTIFICATES OF INSURANCE**

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

#### **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

Solicitation	Document Number: DCKA-2015-B-0042	Document Title: DC PLUG- Feeder 308 Undergrounding	Page <b>64</b> of <b>66</b>
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- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

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

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## **SECTION M: PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014 as amended, D.C. Official Code § 2-218.01 *et seq.* (Act), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (“DSLBD”) as small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.1 APPLICATION OF PREFERENCES**

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

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

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## **M.2 MAXIMUM PREFERENCE AWARDED**

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

## **M.3 PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

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

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

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

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington, DC 20001

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

**J.1**

**Government of the District of Columbia  
Department of Transportation Standard  
Specifications for Highways and Structures,  
2013 edition**

**Available at:**

<http://ddot.dc.gov/node/466272>

**J.2**

**Technical Specifications**

**Available at:**

**[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_99815\\_J.2  
Technical Specifications.pdf](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_99815_J.2_Technical_Specifications.pdf)**

**J.3**

**DDOT Standard Details and Drawings**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_46815\\_J.3  
DDOT Standard Drawings.pdf](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_46815_J.3_DDOT_Standard_Drawings.pdf)

**J.4**

**PEPCO Standard Details and Drawings**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_87927\\_J.4  
PEPCO Standard Drawings.pdf](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_87927_J.4_PEPSCO_Standard_Drawings.pdf)

**J.5**

**Sample PEPCO As-Built Drawings**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_78272\\_J.5  
Sample PEPCO AsBuilt Drawings.pdf](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_78272_J.5_Sample_PEPSCO_AsBuilt_Drawings.pdf)

**J.6**

**DCMR 20 Environmental Air Quality Drawing**

**Available at:**

**[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_83013\\_J.6](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_83013_J.6)**  
**[Sample PEPCO Material Requisition Form.pdf](#)**

**J.7**

**Sample Pepco Material Requisition Form**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_91018\\_J.7  
DCMR 20 Environment Air Quality.pdf](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_91018_J.7_DCMR_20_Environment_Air_Quality.pdf)

**J.8**

**List of Water Service Connections Provided by  
DC Water**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_68173\\_J.8](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_68173_J.8)  
[List of DC Water Connections.pdf](#)

**J.9**

**List of Gas Service Connections Provided by  
Washington Gas**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_86877\\_J.9](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_86877_J.9)  
[List of Washington Gas Connections.pdf](#)

**J.10**

**Plans**

**Available at:**

[http://dashboard.ddot.dc.gov/DTAPDOC/document/237\\_64794\\_J.10  
DC PLUG Feeder 00308 Plans.pdf](http://dashboard.ddot.dc.gov/DTAPDOC/document/237_64794_J.10_DC_PLUG_Feeder_00308_Plans.pdf)

**J.11**

**Subcontractor Approval Form**

**SUBCONTRACTOR APPROVAL REQUEST FORM**

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

**J.12**

**Subcontracting Plan**

Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov)

**Click on “Required Solicitation Documents”**

**J.13**

**Equal Employment Opportunity/Affirmative  
Action Requirements**

## **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

### **AFFIRMATIVE ACTION PROGRAM:**

Submission by the contractor and all subcontractors of an Affirmative Action Plan in compliance with the requirements of Mayor's Order 85-85, is a requirement of this contract. These Affirmative Action Plans must be received by the Contracting Officer, DDOT Office of Contracting and Procurement, 55 M Street, S.E., 7<sup>th</sup> Floor, Washington, DC 20003 within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsible.

### **MINORITY AND FEMALE UTILIZATION:**

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

### **APPRENTICESHIP PROGRAM**

All prime Contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of a least \$500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 36-404 (1988)).

### **APPRENTICES AND TRAINEES**

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

(1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, DC Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."

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

**EMPLOYMENT OF THE HANDICAPPED:**

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

**UTILIZATION OF MINORITY BANKING INSTITUTIONS:**

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

**MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

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

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

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

**J.14**

**Monthly Employment Utilization Report**

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

DISTRICT OF COLUMBIA GOVERNMENT  
MONTHLY EMPLOYMENT UTILIZATION REPORT

1. REPORTING PERIOD  
FROM / / TO: / /

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

2. PROJECT NAME, LOCATION, CONTRACT NUMBER AND % COMPLETED

WARD \_\_\_\_\_ %  
 MINORITY   
 NON-MIN   
 PRIME   
 SUB

3. CONTRACTOR'S NAME, ADDRESS AND CCB NUMBER

AMOUNT \$ \_\_\_\_\_

4. CONTRACTING AGENCY

5. CONSTRUCTION TRADE	6. WORK-HOUR OF EMPLOYMENT										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES						
	9a. 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																			
Journey Worker																			
APPRENTICE																			
Helper/Laborer																			
SUB-TOTAL																			
TOTAL JOURNEY WORKERS																			
TOTAL APPRENTICES																			
TOTAL HELPER/LABORERS																			
GRAND TOTAL																			

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE \_\_\_\_\_  
 12. TELEPHONE NUMBER (include area code) \_\_\_\_\_  
 13. DATE SIGNED \_\_\_\_\_  
 14. PAGE 1 OF 2

PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION

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

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

- Compliance Agency D. C. Government agency assigned responsibility for equal opportunity. (Secure this information from the contracting agency responsible for the construction project.)
  - Contracting Agency D. C. Government agency funding project (in whole or in part). If more than one agency, list all.
  - Contractor Any contractor who has a construction contract with D. C. Government or a contract funded in whole or in part with D. C. Government funds.
  - Minority Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders--both men and women.
  - 1. Reporting Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
  - 2. Project Project name, location(s), contract number and percent completed. List ward in which project is located.
  - 3. Contractor Contractor's name, address, and CCB No. Check appropriate boxes--minority or non-minority, prime or sub.
  - 4. Contracting Agency Name(s) of contracting agency(s) funding or supervising project. List contract amount for each contract.
  - 5. Construction Trade Only those construction trades which contractor employs on this project.
  - 6. Work-Hours of Employment(a-e)
    - a: The total number of male hours and the total number of female hours worked by employees in each classification.
    - b-3: The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- 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.

**J.15**

**U.S Department of Labor Wage Determination  
No. DC 150001**

General Decision Number: DC150001 08/14/2015 DC1

Superseded General Decision Number: DC20140001

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/06/2015
3	05/01/2015
4	05/08/2015
5	06/05/2015
6	06/12/2015
7	06/26/2015
8	07/03/2015
9	07/17/2015
10	08/07/2015
11	08/14/2015

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
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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 05/03/2015

	Rates	Fringes
Bricklayer.....	\$ 30.36	9.69

BRMD0001-004 05/03/2015

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 36.62	9.85

\* CARP0132-001 05/01/2015

	Rates	Fringes
Carpenter/Lather.....	\$ 27.56	9.08
Piledriver.....	\$ 26.79	8.85

CARP1831-001 04/01/2013

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

CARP2311-002 05/01/2013

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

ELEC0026-001 11/03/2014

	Rates	Fringes
Electricians.....	\$ 42.40	14.97

ELEC0070-001 05/04/2015

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 35.35	19%+5.00
Equipment Operators.....	\$ 35.35	19%+5.00
Groundmen.....	\$ 16.44	19%+5.00
Linemen.....	\$ 35.35	19%+5.00
Truck Driver.....	\$ 18.69	19%+5.00

ENGI0077-001 05/01/2015

	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 35.91	8.65+a
GROUP 2.....	\$ 34.36	8.65+a
GROUP 3.....	\$ 32.71	8.65+a
GROUP 4.....	\$ 29.30	8.65+a
GROUP 5.....	\$ 25.28	8.65+a
GROUP 6.....	\$ 23.23	8.65+a
GROUP 7.....	\$ 36.75	8.65+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: 35 ton cranes & above, derricks, concrete boom pump, drill rigs (+50,000 lbs torque), mole.

GROUP 3: Cranes, hoists, drill rigs (under 50,000 lbs torque), tie back machines, paving mixers, tunnel shovels, batch plants, shields, tunnel mining machines, draglines, mucking machines, graders in tunnels, pile driving engines, welder, horizontal directional drill operator, Tug boats.

GROUP 4: Front end loaders, boom trucks, backhoes, excavators, gradalls, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, ballast regulator, hoe ram, locomotive (standard, narrow gauge, tuggers).

GROUP 5: Boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, concrete mixer, concrete pump, well points,

hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, conveyors, grout pump, fireman, ultra high pressure water jet cutting tool system operator/mechanic, horizontal directional drill locator, skid steers (fine grading), High lifts (lull type lifts).

GROUP 6: Fork lifts, ditch witch, bobcat, skid steer, space heaters, sweepers, assistant engineers, oilers, service unit equipment, roller.

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.

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ENGI0077-002 06/01/2015

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 28.99	7.35
GROUP 2.....	\$ 25.85	7.35
GROUP 3.....	\$ 22.24	7.35
GROUP 4.....	\$ 20.00	7.35
GROUP 5.....	\$ 29.70	7.15

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.

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ENGI0077-003 07/01/2015

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 25.60	7.35+a
GROUP 2.....	\$ 25.20	7.35+a
GROUP 3.....	\$ 24.69	7.35+a
GROUP 4.....	\$ 24.37	7.35+a
GROUP 5.....	\$ 23.55	7.35+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.

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IRON0005-001 06/01/2015

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 30.65	18.135

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IRON0201-001 05/01/2015

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 27.50	18.58

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LABO0657-003 06/01/2015

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 23.67	7.31
GROUP 2.....	\$ 24.06	7.31
GROUP 3.....	\$ 24.27	7.31
GROUP 4.....	\$ 24.46	7.31
GROUP 5.....	\$ 24.98	7.31
GROUP 6.....	\$ 25.65	7.31
GROUP 7.....	\$ 26.30	7.31
GROUP 8.....	\$ 27.16	7.31

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring,

jacking and unloading of structures, water nozzleman, timber  
 bucket and faller, truck loader, water boys, tool room men.

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

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LAB00657-004 06/01/2015

	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.....	\$ 20.26	7.31
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 22.93	7.31

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LAB00657-005 06/01/2015

	Rates	Fringes
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Laborers: (TUNNEL, RAISE &  
SHAFT (FREE AIR)  
FOR HEAVY AND SEWER & WATER  
LINES CONSTRUCTION)

GROUP 1.....	\$ 24.54	7.31
GROUP 2.....	\$ 25.32	7.31
GROUP 3.....	\$ 27.30	7.31
GROUP 4.....	\$ 28.14	7.31

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 06/01/2015

Rates Fringes

Laborers: (TUNNEL, RAISE AND  
SHAFT (COMPRESSED AIR) FOR  
HEAVY CONSTRUCTION ONLY

Gauge Pressure Work Period  
(Pounds) (Hours)

1-14	7.....	\$ 32.45	7.31
14-18	6.....	\$ 38.19	7.31

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 08/01/2014

Rates Fringes

Laborers: (PAVING AND  
INCIDENTAL GRADING)

Asphalt Raker & Concrete			
Saw Operator.....	\$ 19.80		6.60
Asphalt Shoveler.....	\$ 19.17		6.60
Asphalt Tammer & Concrete			
Shoveler.....	\$ 19.44		6.60
Jack Hammer.....	\$ 19.67		6.60
Laborer.....	\$ 19.00		6.60
Sand Setter & Form Setter...	\$ 20.48		6.60

LABO0657-008 06/01/2015

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 16.54	7.31
Scaffold Builders, Mortarmen.....	\$ 17.53	7.31

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MARB0002-003 05/03/2015

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 35.19	15.72

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MARB0003-001 05/03/2015

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 26.75	10.28

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MARB0003-004 05/03/2015

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 21.96	9.35

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PAIN0051-001 06/01/2014

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 29.60	9.05
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 33.23	9.05
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.89	9.05
Metal Polishing and Refinishing.....	\$ 25.89	9.05

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PLAS0891-001 02/01/2014

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

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PLAS0891-002 06/01/2014

Rates	Fringes
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Cement Masons: (PAVING & INCIDENTAL GRADING)

Cement Masons.....	\$ 19.50	6.91
Concrete Saw Operators.....	\$ 19.50	6.91
Form Setters.....	\$ 19.50	6.91

PLUM0005-001 08/01/2014

	Rates	Fringes
Plumbers.....	\$ 38.92	16.35+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 08/01/2014

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 38.24	19.42+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 07/01/2015

	Rates	Fringes
Sheet Metal Worker.....	\$ 39.79	16.77+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
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
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)).

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

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
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. 07/01/2014 is the effective date of the  
most current negotiated rate, which in this example is July 1,  
2014.

Union prevailing wage rates are updated to reflect all rate  
changes in the collective bargaining agreement (CBA) governing  
this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that  
no one rate prevailed for this classification in the survey and  
the published rate is derived by computing a weighted average  
rate based on all the rates reported in the survey for that  
classification. As this weighted average rate includes all  
rates reported in the survey, it may include both union and  
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates  
the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**J.16**

**Required Labor Contract Provisions Payment of  
Predetermined Minimum Wages**

## REQUIRED LABOR CONTRACT PROVISIONS: (MODIFICATIONS)

### PAYMENT OF PREDETERMINED MINIMUM WAGES

#### A. Standard Contract Clauses (contracts exceeding \$2000.00)

##### 1. Minimum Wages:

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, US Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFR, Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under sections (1)(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics subject to the provisions of paragraph A (1)(iv) of this section; also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A (1)(ii) of this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii(a). The Contracting Officer of the District of Columbia, Department of Public Works, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria been met:

- (1) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work

to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed
- ii(b). If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the wage and Hour Division, Employment Standards Administration, US Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approved, modify or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- ii(c). In the event the contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- ii(d). The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (a)(B) or (a)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefits or an hourly equivalent thereof.
- iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or

program.

2. **Withholding**

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the US Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the US Housing act of 1937, or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

3. **Payrolls and Basic Records**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the US Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his/her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees and the ratios of the wage rates prescribed in the applicable programs.
- ii(a). The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the District of Columbia Government if the agency is a party of the contract, but if the agency is not such a party, the Contractor will submit the payrolls of the applicant, sponsor or owner, as the case maybe, for transmission to the District of Columbia Government. The payrolls

submitted shall set out accurately and completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), US Government Printing Office, Washington, DC 20402. The prime contractor is responsible for submission of copies of payrolls of all subcontractors.

- ii(b). Each payroll number submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify to the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in Regulations, 29 CFR Part 3.
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- ii(c). The weekly submission of a properly executed certification set forth on the reverse side of the Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraphs (a)(3)(ii) of this section.
- ii(d). The contractor shall notify the Contracting Officer in writing of all periods in which no work is performed. This notification applies to the prime contractor and to all subcontractors.
- ii(e). The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- iii. The contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying, or transcription by authorized representative of the Contracting Officer or the US Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the contractor, sponsor, applicant or owner take such action as may be necessary to cause the suspension of any further payment, advance or

guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices**

- i. Apprentices. Apprentices shall 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 US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, which is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeypersons on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyperson's hourly rate) specified on 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. 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 different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed which has received prior approval, evidenced by formal certification by the US Department of Labor, Employment and Training Administration. The ratio of trainees to journeypersons of the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainees level of progress, expressed as percentage of the journeypersons hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the training program does not mention fringe benefits, trainees shall be paid the full amount of the fringe benefits listed on the wage determination unless the Administration of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeypersons 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 a participating in a training plan approved by the Employment and Training Administration shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. **Compliance with Copeland Act Requirements:**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. **Subcontracts:**

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (1) and such other clauses as the Contracting Officer may by appropriate instructions require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance of any subcontractor or lower tier subcontractors with all the contract clauses in 29 CFR 5.5.

7. **Contract Termination: Debarment:**

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

8. **Compliance with Davis-Bacon and Related Requirements:**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. **Disputes Concerning Labor Standards:**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of the 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 US Department of Labor or the employees or their representatives.

10. **Certification of Eligibility:**

- i. By entering into this contract, the contractor certifies that neither it (nor he/she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the US Criminal Code, 18 U.S.C 1001.

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

The Agency Head shall cause or require the Contracting Officer to insert the following clauses set forth in paragraph B(1), (2), (3) and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchpersons and guards.

1. **Overtime Requirements:**

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

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

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without

payment of the overtime wages required by the clauses set forth in subparagraph (1) of this paragraph.

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

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

4. **Subcontracts:**

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

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

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

**J.17**

**Bidder/Offeror Certification Form**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**

**J.18**

**Way to Work Amendment Act of 2006 – Living  
Wage Notice 2015**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**

**J.19**

**Way to Work Amendment Act of 2006 - Living  
Wage Fact Sheet, 2015**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**

**J.20**

**Tax Certification Affidavit**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**

**J.21**

**Office of Local Business Development Equal  
Employment Opportunity Information Report  
and Mayor's Order 85-85**

Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
"Required solicitation documents"

**J.22**

**Department of Employment Services Initial  
Employment Plan**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**

**J.23**

**Cost/Price Certification and Data Package**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**

**J.24**

**First Source Employment Agreement**

**Available at: [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on  
“Required solicitation documents”**