

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCKA-2015-B-0072	Page of Pages 1 49	
2. Amendment/Modification Number Amendment No. 5		3. Effective Date See Section 16C Below		4. Requisition/Purchase Request No.	
5. Solicitation Caption Federal Aid Tree Asset Management Citywide		6. Issued By: Office of Contracting and Procurement Roads and Highway 55 M Street SE 7th Floor Washington DC 20003			
7. Administered By (if other than line 6) DDOT Urban Forestry Administration 55 M Street SE 6th Floor Washington DC 20003		Code			
8. Name and Address of Contractor (No. Street, city, country, state & zip code) ALL PROSPECTIVE BIDDERS			(X)	9A. Amendment of Solicitation No. DCKA-2014-B-0072	
				9B. Dated (See Item 11) September 17, 2015	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter/telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in Item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Solicitation Number DCKA-2015-B-0072 is hereby amended as follows:					
1. DELETE Page b in its entirety of the Specifications and REPLACE with the attached Page b-R.					
2. Specifications, page 1, Section 1, line 6: "construction" is hereby deleted.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Courtney B. Lattimore, Contracting Officer		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)		16C. Date Signed 10/20/15

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Amendment No. 5	See Section 16C Below		Federal Aid Tree Asset Management Citywide	

3. Specifications, page 1, the reference to *Standard Contract Provisions (For Use With Specifications for District of Columbia Government Construction Projects, 1973)*, is hereby deleted and replaced with the *Standard Contract Provisions (March 2007)* for use with DC Goods and Services Contracts available at www.ocp.dc.gov. Click OCP Solicitations then Solicitation Documents.

4. The following provisions do not apply:

- “b. Standard Specifications for Highways and Structures (2009), § 102.01, Sections 12B and 12C; and
- “c. Standard Specifications for Highways and Structures (2013), § 102.01, Sections 12B and 12C.”

5. **Clarification of Question 5 from Amendment No. 3:** The Bond requirement is 5% bid, 100% performance and payment bonds. How is that cost to be amortized to the estimated unit prices in an IDIQ contract if the guaranteed minimum order is only 100K?

Response: Bidders are not required to provide performance or payment bonds with their bid submissions; however a bid bond in the amount of 5% of their total estimated amount must be included in the final bid. **DELETE** the Schedule of Items in the Bid Forms and Proposal in its entirety and **REPLACE** with the attached Schedule of Items (Pages 1-R thru 10-R).

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6. Clarification of Question 6 from Amendment No. 3: Why is the District requiring a contractor to provide payment & performance bonds on service categorized work that is based on 100% of the award price, and not the actual task cost, if there is only a 100K guaranteed minimum order.

Response to #6: Payment and performance bonds are no longer required. **DELETE** Pages 9 thru 44 of the Specifications and **REPLACE** with the attached new Pages 9-R thru 43-R.

7. Clarification of Question 7 from Amendment No. 3: Why has the District provided a bid schedule with a significantly higher estimated value than the 100K minimum guarantee to purchase clause, and have a requirement to bond the full amount of the contract.

Response to #7: See the response to #5 above.

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- a. The contractor shall obtain "Emergency No Parking" signs through DDOT's Transportation Online Permitting System (TOPS), and post "Emergency No Parking" signs after the locations are provided by the CA, in accordance with DDOT Standards. Any change of location or work dates during the 72 hour period must be made by the close of business the day the work was intended. Changes require another 72 hour posting period or removal of the signs and reposting to take place at a later date in accordance with the latest version of Section 610, Traffic Barricades, of the Standard Specifications for Highways and Structures 2013.
- b. The contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.
- c. The contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition. The contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.
- d. The contractor shall notify the Contracting Officer's Technical Representative (CA), in writing, of all damage to private or public space by the close of business of the day of the event with a description of what happened and photos of the incident.
- e. The contractor shall coordinate with the appropriate utility authority before proceeding with pruning services, as required, clearance of vegetation, where vegetation has encroached upon public space. Clearance shall consist of cutting vegetation with a caliper of less than 6" to the ground, clearing overgrowth such as shrubs, grasses, bamboo, etc, and generally clearing objectionable vegetation back from forest edges in accordance with those clearances outlined in Section G - K above. The measure of payment shall be based on a linear yard, and shall provide a depth of clearance no less than five (5') back from the edge, creating a swath of clearance along the linear yard unit, as identified by the CA or his/her designee.

The contractor shall provide a report that details those locations where service was delivered since the previous completion report. These reports shall occur no less frequently than on a weekly basis. DDOT may at some time through the life of the

contract require the contractor to report work order completion directly from the field using smartphones interfacing with work management systems provided by DDOT.

A. REMOVE TREE AND/OR STUMP

- a. The Contractor shall be responsible for providing all management, supervision, personnel, tools, materials, equipment, expertise and transportation necessary to remove trees located at various sites throughout the District. The Contractor shall perform all work in accordance with the applicable documents listed in these specifications and all safety rules or requirements and municipal regulations and standards including the latest revision of the ANSI Z133 safety standards.
- b. The Contractor's performance of tree removal shall include the following:
- c. Routine removal of the canopy, trunk and stump, of dying trees, declining trees, infected or infested trees, trees in inappropriate locations, objectionable trees, trees with structural defects and/or undesirable species;
- d. Routine removal of diseased trees;
- e. Improvement the structure of the urban forest through routine removal of trees in the condition outlined above; and
- f. Improvement of safety and security for the public.
- g. The Contractor shall obtain and post DDOT's "Emergency No Parking" signs at the locations identified for removal services in compliance with the "Emergency No Parking" sign regulations and procedures set forth by DDOT (For more information please visit: <https://tops.ddot.dc.gov/DDOTPermitSystem/DDOTPermitOnline/FAQ.aspx> .
- h. The Contractor shall measure the DBH of trees at 4.5 feet above ground level. Tree sizes range from 0" to 54" or greater in accordance with Section 608.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, 2013.

- i. The Contractor's work shall consist of the following and be performed in accordance with Section 608.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, 2013:
- j. The Contractor shall remove trees or tree parts which can be classified as dying, declining trees, diseased trees and/or objectionable trees. When addressing such trees, the Contractor shall ensure:
- k. Removal of the entire tree, to include the canopy, trunk, stump and roots;
- l. Backfill of the tree space with a combination of 50% new topsoil and 50% compacted grindings from the stump to make the site level with the sidewalk;
- m. Proper disposal of the material and clean-up of the job site area after the work is completed.
- n. The Contractor shall account for settling at each site and shall not leave the site in an unsafe condition.
- o. The Contractor shall ensure all diseased trees assigned via task order are given the highest prioritized and are topped, trunked and stumped within 30 calendar days.
- p. The Contractor shall ensure surface regardless of their distance from the stump shall be ground out.
- q. The Contractor shall ensure the stump shall be ground to a depth of 24" below sidewalk elevation;
- r. Sweep all surrounding pavement, removing twigs and sawdust;
- s. Ensure the tree space or box is at a grade even with the sidewalk after restoration work.
- t. The Contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.

- u. The Contractor shall not leave any tree debris at the job site. Once the tree removal process has begun at any individual removal location, all work shall be completed within seventy- two (72) hours. If an issue arises that will cause the Contractor to require additional completion time, the Contractor shall request a time extension from the COTR by close of business (COB) the same day. The COTR will provide written approval or disapproval of the extension request
- v. The Contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.
- w. The Contractor shall be held strictly responsible for any damage to public or private property and shall make any replacements or repairs promptly at the Contractors' expense. Any damage to private or public space shall be reported to the COTR or designee within twenty-four (24) hours of the day of the event with a description and photos of the incident.
- x. The Contractor shall restore all instances of damage to pre-existing conditions on site within 30 days of reported date of completion. After all work is reported complete at any location, the Contractor shall restore the work area, repair or replace to their original condition any turf areas, iron tree fences, infrastructure and grades damaged by mechanical operations, and clean up all debris generated by the restoration work in accordance with the Section 105 Control of Work in the Standards Specifications for Highways and Structures, 2013.
- y. Upon inspection by the COTR, any stump found incomplete, not ground to the right depth or settled to the point where it is not level shall be corrected by the Contractor within seventy-two (72) hours of notification by the COTR.
- z. The Contractor shall remove all diseased elm wood from the District and either process the material through a tub grinder or dispose at a landfill authorized to receive diseased elm wood.
- aa. The Contractor shall be responsible for the removal of unwanted or inappropriate materials not in compliance with the Tree Box Beautification Act [24 DCMR Section 109]

surrounding the tree space or above the tree root space if indicated on the task order and at no additional cost to the District.

- bb. The Contractor shall dispose of all trees in accordance to all applicable local municipal laws and regulations. All diseased elm wood/debris shall be tub ground and composted or incinerated.
- cc. The Contractor must be able to substantiate compliance with all wood material handling restrictions, including those that may be imposed by the US Animal and Plant Health Inspection Services (APHIS) and other regulatory authorities upon request by the COTR. The Contractor may be requested by the COTR to dump some or all tree debris at a location in the District for wood recycling.
- dd. The Contractor shall dispose of trees, brush, chips and stump grinding material (shavings) and all other tree parts. At the request of the COTR or designee, the Contractor may be directed to an alternate site, outside of the District, if necessary.
- ee. The Contractor shall have, upon award, sufficient personnel and equipment necessary to provide the required services.
- ff. The Contractor's personnel shall be responsible for providing a full crew to perform services as stated above as well as to implement all traffic control plans in accordance the Standard Specifications.
- gg. The Contractor shall maintain a working roster with the following Key Personnel throughout the duration of the contract:
 - hh. One (1) Arborist, as certified by the International Society of Arboriculture. The Contractor's Arborist shall be a full time staff member who provides daily in-person and onsite supervision, oversight of the crew regarding the correct application of removal, rigging and equipment operation methods.
 - ii. Crew Leaders, possessing Tree Worker Certification (or higher) or
 - 1. Maryland Tree Expert certifications.
- jj. A three (3) man crew (as defined above) to include:

- One (1) Bucket operator/tree remover climber who is an ISA Certified Tree Worker (or higher) or
 - Maryland Tree Expert; and
 - Two (2) tree trimmer laborers.
 - One (1) crane and log truck operator, possessing a Commercial Driver's License (CDL). The operator of this equipment shall have a proven resume of crane/log truck operation.
 - The Contractor shall provide proof of ownership, rental or lease of the following equipment upon award:
 - One (1) chip holding bucket truck with a minimum reach of 75 feet;
 - One (1) chipper to handle a minimum of 14" diameter debris;
 - Hand tools (i.e. shovels; brooms, rakes and saws).
 - One (1) additional licensed and registered chip truck;
 - One (1) licensed and registered log truck with grapple attachment and driver;
 - One (1) 25 ton crane and operator; and
 - One (1) 70 ton crane (rental is permitted) and operator.
- kk. The Contractor shall provide, via email or through a smart phone type of device using the Districts work order management software Cityworks, a daily completion report to include: work order number, date originally posted, date re-posted if applicable, dates of top, trunk and stump removal, and a declaration of whether the entire job has conformed to the requirements.
- li. The Contractor and the COTR shall mutually agree upon the format of this report, following Contractor award.

- mm. The Contractor shall provide detailed monthly reports on fees and bills related to the processing and/or disposal of debris for this contract.

- nn. When clearance from any utility is required the Contractor shall coordinate directly with the appropriate utility provider to ensure conformance with applicable ANSI Z133 safety standards and regulations, and to achieve adequate separation distances such that a professional tree worker who is not qualified to work in close proximity (less than ten feet (10') of separation) with electrical hazards can safely complete the job. The utility provider shall have the final decision regarding acceptable levels of clearance required for the removal to proceed safely. Furthermore, the Contractor must be prepared to remove trees that have had their canopy reduced or removed by the utility to provide adequate clearance from energized conductors within 24 hours of notification.

- oo. The Contractor shall take proper precautions to protect underground utilities when removing stumps. Therefore, the Contractor shall coordinate with the appropriate utility authority before proceeding with work. In addition, the Contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.

2. COORDINATION WITH OTHERS:

This Special Provision supplements 103.01, Article 18 of the Standard Specifications.

In preparation of his/her bid, the bidder is advised to take into consideration of the fact that other contracts have been, will be or may be left for work in the vicinity of the project area (that are to be assigned during the course of the contract). 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 paid with regard to proper maintenance of highway traffic through the project area. The Contractor shall perform his lane closing and reopening so as not to cause interference with others or to be in conflict with performance of traffic maintenance by others.

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

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

3. CONTRACTOR IDENTIFICATION:

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

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

4. PRE-BID CONFERENCE:

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

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

5. TASK ORDERS:

This is an open-ended, ID-IQ contract and assignments will be made to the Contactor only through individual task orders on an "AS-NEEDED BASIS". This contract document includes general information for the overall contract and all anticipated tasks. More specific information will be provided at the task order level. An individual task order will include written directives, quantity estimates, milestones, and/or a set of plans, which are project-specific and will supplement the contract documents.

6. CONSTRUCTION COMPLETION TIME:

This Special Provision supplements 108.06 of the Standard Specifications.

The period of this contract shall be **Three Hundred and Sixty-Five (365)** calendar days from a starting date, specified in the Notice to Proceed. The government may extend the term of the contract for a period of one year, or a fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the government shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the government to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

Should the District elect to exercise the option years, an additional period of 365 days will be allowed per option year.

The above-mentioned "contract period" defines the period during which DDOT can assign an individual task order to the contractor. For each construction task assigned under this contract, a task completion time will be negotiated at the individual task level. The Contractor shall start work on the date specified in a written Notice to Proceed (NTP) for the task issued by the Contracting Officer, and shall complete the work within the negotiated time period. This is applicable to both the base year and option years.

The task order duration may be shorter than the actual "contract period", or may extend beyond the "contract period", in which case, the "contract period" shall be automatically extended up to the end date of the task order(s) duration(s) for the affected task orders only.

7. CONTRACT TYPE:

INDEFINITE QUANTITY CLAUSE

This is an indefinite-quantity contract for the supplies and/or services specified and effective for the period stated. The quantities of supplies and/or services specified in the Schedule are estimates only. Individual bid items must not be unbalanced since precise Quantities and locations are unknown at this time.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the District Government, when and if ordered, the supplies and/or services specified in the bid items. The District Government will order at least the minimum amount of one hundred thousand dollars (\$100,000.00).

There is no limit on the number of orders that may be issued. The District Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

8. MODIFICATION OF ARTICLE 4 OF STANDARD CONTRACT PROVISION:

Since this is an indefinite-quantity contract, quantities in the bid items are likely to differ during the actual execution of the contract. Therefore, no unit cost or schedule adjustments will be made for any such deviation in actual quantities.

The Specification Section 103 Standard Contract Provisions, Article 4, *Significant Changes in the Character of Work*, is modified as follows:

Replace (2), (3) and (4) with these texts: "No adjustment in the contract shall be made for any deviations in quantities specified in bid item list."

9. OPTION WORK:

The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

The price for the option period(s) shall be as specified in the Bid Forms and Proposal Section of the contract.

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

10. EVALUATION OF OPTION YEARS:

The government will evaluate bids for award purposes by adding the total price for all option years to the total price for the base year. Evaluation of option years will not obligate the government to exercise the option year(s). The government may reject an offer as non-responsive if it is materially unbalanced as to prices for the base year requirement and the option year requirement. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices that are significantly overstated for other items.

A prospective contractor shall be determined non-responsive if he or she fails to bid on the option year requirements.

11. DISPUTES:

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the 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.

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

- a. A description of the claim and the amount in dispute;
 - b. Any data or other information in support of the claim;
 - c. A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - d. The Contractor's request for relief or other action by the contracting officer.
- (b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
- (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final

decision; and

- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;

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

12. INSURANCE:

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The

Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

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

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

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

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

4. 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: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

5. 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

6. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$500,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

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

13. PROTESTS:

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of the contract, must file with the DC Contract Appeal Board (Board) a protest no later than ten (10) business days after the basis of the protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening or at the time for receipt of initial proposals, shall be filed with the board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, DC 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for solicitation.

14. APPLICABLE WAGE DECISION / WAGE RATES:

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.

Rate Determination 2005-2013 is bound herein and contains the specific applicable wage rate(s) which is:

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

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

These changes are effective immediately.

15. WORK AND STORAGE SPACE:

This Special Provision supplements 103.01 Article 17B of the Standard Specifications.

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

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

Work area limits have been established under the contract. The limits of disturbance shown in the respective plans shall be assumed to be the work area limits. Any disturbance to areas beyond these limits is not permitted, and any such encroachment will be at the risk and cost of the contractor.

16. BID GUARANTY:

This Special Provision revises 102.01 Article 12 of the **INSTRUCTIONS TO BIDDERS, STANDARD CONTRACT PROVISIONS, 1973** and subsequent revisions.

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

17. SALVAGED MATERIALS:

This Special Provision supplements 106 of the Standard Specifications.

Any salvaged materials considered by the Engineer to be useful to the District shall be delivered to a designated storage yard. All other material shall be removed from the job site and be disposed of properly by the Contractor. No direct measure will be made for this work. Payment for this work shall be incidental to appropriate pay item.

18. CONSTRUCTION SCHEDULING:

This Special Provision supplements 108.03 of the Standard Specifications.

The contractor shall submit to DDOT a complete work plan showing how the entire work will be completed at least 14 calendar days prior to the start of construction for each task order.

Prior to processing of any partial payment, DDOT electrical inspectors will inspect and approve all completed work for compliance with contract requirements. The inspectors will verify material used and the accuracy of the quantities submitted for billing.

The contractor will submit his monthly payment requisition to the District based on the quantities approved by the electrical inspectors. The invoice will contain an itemized list of each pay item on the task order..

19. FAILURE TO COMPLETE ON TIME:

Replace 108.07 with the following:

For each calendar day that contract works remains incomplete after expiration of the specified construction completion time for individual task order, the sum of \$800.00 per defaulted task order 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.

20. CONTRACT ADMINISTRATION DATA:

Contracting Officer: Contracts may be entered into and signed on behalf of the District Government only by the contracting officers. The contracting officer is the only District official authorized to contractually bind the District. The contracting officer is Courtney B. Lattimore, Contracting Officer (CO), Office of Contracting and Procurement, Department of Transportation, 55 M Street, S.E., 7th Floor, Washington, D.C. 20003, telephone number (202) 671-2270.

Authorized Changes by the Contracting Officer:

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

Contracting Officer's Technical Representative (COTR):

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

Name: Mr. John Thomas
Title: Associate Director
Agency: District Department of Transportation
Address: 55 M Street, SE, Suite 600
Washington, DC 20003
Telephone: (202) 671-5133

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

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

- B. Coordinating site entry for Contractor personnel, if applicable;
- C. Reviewing and approving invoices for fixed-price deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's Payment provisions; and
- D. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

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

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

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

ORDERING AND PAYMENT

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

Invoices shall be submitted to duplicate to the DC Department of Transportation, Public Works & Motor Vehicles, Office of the Chief Financial Officer, Customer Care Division, 2000 14th Street, N.W., 6th Floor, Washington, D.C. 20009, Telephone (202) 671-2300. Retainage shall be held on each progressive payment and shall adhere to article 109.05 Standard specifications 2013

Each invoice must provide the following minimum information on a monthly basis:

1. Contractor's name, address, invoice number and date;

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

Payment may be delayed for improperly prepared invoices.

21. PRE-AWARD APPROVAL:

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

22. SPECIFICATIONS AND DRAWINGS:

The District of Columbia Department of Transportation, Standard Specifications for Highways and Structures, 2013 and Standard Drawings, 2009 are incorporated by reference into this contract. In case of discrepancy:

1. The Contracting Officer shall be promptly notified, in writing, of any error, discrepancy or omission, apparent or otherwise.
2. Applicable Federal and D.C. Code requirements have priority over: the Contract form, General Provisions, Labor Provisions, Change Orders, Addenda, Contract Drawings, Special Provisions and Specifications.
3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract Drawings, Special Provisions and Specifications.
4. Change Orders have priority over: Addenda, Contract Drawings and Specifications/Standard Drawings.
5. Addenda have priority over: Contract Drawings, Special Provisions and Specifications/Standard Drawings. A later dated Addendum has priority over earlier dated Addenda.

6. Special Provisions have priority over: Contract Drawings and other Specifications/Standard Drawings.
7. Shown and indicated dimensions have priority over scaled dimensions.
8. Original scale drawings and details have priority over other different scale drawings and details.
9. Large-scale drawings and details have priority over small-scale drawings and details.

Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his/her own risk and expense. The Contracting Officer will furnish from time-to-time, such detail drawings and other information as he may consider necessary, unless otherwise provided.

23. UNDERGROUND VAULTS:

This S.P supplements Article 17(E) of the General Provisions 103.01.

The Contactor shall take necessary measures to prevent damage to existing underground vaults within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations for all underground vaults in the field.

In case of damage to underground vaults by the Contractor, the Contractor shall restore such underground vaults to a condition equivalent to that which existed prior to the damage by repairing, rebuilding, waterproofing or as may be directed by the Engineer, at the Contractor's expense.

24. CONTRACT PLANS:

Project-specific plans and any additional supplemental and/or overriding details will be provided at the individual task order level.

Contract plans, in this document, refer to, but are not limited to, details presented in the Appendix, DDOT's Standard Drawings, 2013 and any project specific drawings to be provided at the task order level.

25. UTILITY PROTECTIVE ALERT:

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
"Miss Utility" for Wash, Gas Light Co., Verizon, PEPCO, AT&T	800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
DC Water and Sewer Authority	202-673-6600	Water mains and Sewers
DDOT	202-409-9192 202-698-3600	Street lighting inspection Traffic signal systems & Signal shop

26. VALUE ENGINEERING CHANGE PROPOSALS:

This SP modifies 104.03 of the Standard Specifications.

(A) GENERAL – This contract allows the use of Value Engineering Change Proposal (VECP's) which are initiated and developed by the Contractor to change the Contract drawings and specifications, or other requirements of this Contract for the purpose of reducing the total cost of construction without reducing design capacity or quality of the finished product.

27. OPTIONAL MATERIALS:

This Special Provision supplements 106 of the Standard Specifications.

The Contractor shall supply the material of the products involved exactly as shown on the plans and as described in the Standard Specifications and these Special Provisions.

For all other finished or semi-finished materials or products, an optional equivalent will be permitted by the accepted bidder only. The alternate material shall meet in all respects the requirements of the pertinent ASTM, AASHTO, Federal Specifications, DDOT Specifications, or other specifications, which would be applicable to the particular item and result in no additional cost to the District or additional contract time. The District will review any proposal for an equivalent item immediately after bids have been opened in order that approval or rejection can be determined by the District.

28. WORK HOURS:

This Special Provision supplements and modifies 103.01 Article 17.C, 105.10 and 105.11 of the Standard Specifications.

Work may be performed outside of the following hours only when required or allowed by contract specifications or with the advanced notice to and approval by the Contracting Officer:

Monday through Friday 7:00 AM to 7:00 PM (except holidays). These hours may vary based on specific project location and will be directed by DDOT.

Upon written request, an extension of this time period may be granted; however, work hours beyond these limits may be granted for only maintenance of traffic activities, emergencies, work stipulated to be performed at night and other activities specifically granted in writing by the Engineer.

29. WEEKEND WORK:

This Special Provision supplements 105.10 of the Standard Specifications.

Most scheduled work will be initiated and completed between the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday. However, weekend work may be required as determined by the Engineer in congested areas where serious traffic difficulties would result if the work were performed during the normal work week.

30. NIGHT WORK:

Night work will not be permitted under this contract without prior permission from DDOT. In the event that it is permitted, 105.11 of the Standard Specifications will apply.

31. PROJECT SECURITY:

This Special Provision supplements 107.15 and 614.46 of the Standard Specifications.

A. GENERAL

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

B. MEASURE AND PAYMENT

No direct measure or payment will be made. The cost of project security shall be reflected, and distributed among the various contract Pay Items.

32. UTILITIES:

This Special Provision supplements 103.01 Article 17E of the Standard Specifications.

It is understood and agreed that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions. No additional compensation will be allowed for reasonable delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them. The Contractor shall be responsible for notifying all affected utility companies before performing any work on their utilities, and shall cooperate with them in achieving the desired result.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations. It is intended that these operations progress in a reasonable manner, and that services rendered by those parties will not be interrupted.

In the event of interruption to utility services because of accidental breakage or because of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the restoration of service. No work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

The Contractor shall maintain coordination with the public utility companies before to the start of construction and during all construction phases of the project.

33. EMPLOYEE TRAINING, ITEM: 000 003

Section 103.04 of the Standard Specifications applies.

34. PLANTS AND PLANTING ITEM: ,608114

This Special Provision supplements 608.02 of the Standard Specifications.

A. GENERAL

Work consists of furnishing, delivering, planting and/or transplanting trees, shrubs, vines and ground cover, plants of types and sizes indicated in the scope of work, including excavation and planting operations, plant establishment operations, disposal of waste and other incidentals needed to complete the scope of work.

The contractor shall replace any damaged material in kind at no additional cost to the District. All trash generated, as part of the work, shall be disposed by the contractor at no additional cost to the District.

B. MEASURE AND PAYMENT

The unit of measure will be per each designated tree planted. Payment for these items will be made at the contract unit price per each, payment will include planting of the tree according to the scope of work and all labor, tools, equipment, materials and incidentals required to satisfactorily complete the scope of work.

35. TREE TRIMMING ANY SIZE, ITEM: ,608114

This Special Provision supplements 608.04 of the Standard Specifications.

A. GENERAL

Work under these items includes pruning of trees in the Project area as specified in the contract documents or as directed by the Engineer and designated representatives of the Urban Forestry Administration to facilitate performance of the scope of work.

The contractor shall replace any damaged material in kind at no additional cost to the District. All trash generated, as part of the work, shall be disposed by the contractor at no additional cost to the District.

B. MEASURE AND PAYMENT

The unit of measure will be per each designated tree pruned. Payment for these items will be made at the contract unit price per each, payment will include pruning of the tree according to the scope of work and all labor, tools, equipment, materials and incidentals required to satisfactorily complete the scope of work.

36. REMOVE TREE AND/OR STUMP ANY SIZE, ITEM: ,608114

This Special Provision supplements 608.01 of the Standard Specifications.

A. GENERAL

Work under these items includes removal of trees in the Project area as specified in the contract documents or as directed by the Engineer and designated representatives of the Urban Forestry Administration to facilitate performance of the scope of work.

The contractor shall replace any damaged material in kind at no additional cost to the District. All trash generated, as part of the work, shall be disposed by the contractor at no additional cost to the District.

B. MEASURE AND PAYMENT

The unit of measure will be per each designated tree removed. Payment for these items will be made at the contract unit price per each, payment will include pruning of the tree according to the scope of work and all labor, tools, equipment, materials and incidentals required to satisfactorily complete the scope of work.

37. SODDING, ITEM: -607018

A. GENERAL

This Special Provision supplements 607.02 of the Standard Specifications as follows:

Work consists of preparation of sod bed, liming, fertilizing, watering and furnishing and placing sod as specified in the contract scope of work.

All material removed shall become the property of the contractor and will be disposed of at no additional cost to the District.

B. MEASURE AND PAYMENT

The unit of measure will be per square yard (SY) of the dirt surface restored and sodded. Payment will include all labor, tools, materials, equipment necessary to complete the work specified in this section and in the Standard Specifications for Highway and Structures 2013.

38. MAINTENANCE OF HIGHWAY TRAFFIC, ITEM: 612002

This Special Provision modifies 104.02 and 616 of the Standard Specifications.

A. TRAFFIC FLOW RESTRICTIONS:

This SP provides typical requirements; however, the actual requirements will be defined at the task by various tasks at the task order level. The actual duration of construction at the work site shall be minimized to reduce exposure to potential hazards. The Contractor's operation shall be limited to 7:00 A.M. to 7:00 P.M. Monday thru Friday, except holidays. The Contractor must keep at least two lanes open in the predominant direction of traffic flow and one lane open in the minor direction of flow during the rush hours (7-10 AM and 4-7 PM). Furthermore, the Contractor must keep at least one lane open in each direction during non-rush hours. Parking

lane adjacent to the construction can be used, but its limit must be minimized to least impact the number of parking spaces.

Any night, weekend or holiday work requires prior DDOT approval.

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

B. TRAFFIC CONTROLS:

DDOT's Memoranda on 1) Traffic Control Plan (TCP) Submittal Guidelines, 2) Traffic Control Plan (TCP) Submittal Requirements and 3) Traffic Control Plan (TCP) Inspection Criteria are made part of the requirements for this project (*See Appendix*).

The Contractor shall submit to the Engineer for approval, a traffic control plan (TCP) or may submit typicals from the most recent edition of Manual of Uniform Traffic Control Devices (MUTCD) and DC Standards that are applicable to perform the work prior to starting construction. The plan shall include but not be limited to, the arrangement, size and location of such items as appropriate - warning signs, traffic cones, arrow boards, etc. These traffic control devices shall conform to the MUTCD and Traffic Control Drawings (*various typicals are included as a guide*). The Contractor shall be responsible for furnishing, installing, maintaining and removing all required traffic control devices during working and non-working hours. All devices shall be in new or like new condition.

Lane Closures

Refer to Section 104.02(C)(4) of Standard Specifications. The following further supplements the section.

Closure of more than two lanes, complete road closure or closure in one direction is not normally permitted, and any such operation will require prior approval from the Traffic Operations Administration (TOA). TOA may approve the operation on a case-by-case basis. The Contractor must submit a customized traffic control plan or a typical with such requests. Any road closure or closure in a direction will require a detour plan directing motorist back on to the road they were detoured from.

Note: Channelizing drums are required for any nighttime operations.

Flaggers

The Contractor shall furnish all necessary flaggers that may be required during the course of construction activities. They shall be equipped with safety vests, 24" stop/slow paddles and helmets as per the MUTCD. The cost of these devices is incidental.

Traffic Control Devices

Approved warning signs, channelizing drum, 36" cones, arrow panels, etc. shall be provided to insure motorists of positive guidance in advance of and through the work zone. Installation of regulatory signs such as stop, speed limit and no parking signs must be specifically authorized. Advance Warning signs shall be 48"x 48" in size and the face sheeting shall be Fluorescent Orange, wide-angle retroreflective sheeting, as per ASTM D4956 (Type IX with Class 1, 2 or 5 backing, per Section 820.02 and ASTM D4956). Roll-up signs are approved; however, they must also be 48"x 48" in size and of the same Orange Fluorescent material. **Note: Mesh roll-up signs are not approved.** Tripod or A-frame sign stands are not approved.

The temporary signs and markings placed in or adjacent to the work zone shall be consistent and visible at all times. The existing signs and markings may be covered and/or removed temporarily if the intended functions of these signs and markings will not be applicable during construction. However, they shall be replaced promptly when work is completed. All temporary signs no longer applicable to the work zone shall be removed or turned away from traffic. The contractor shall document all existing pavement markings and signage that is removed due to their work. The Contractor shall place temporary pavement markings at the end of each workday. The Traffic Operations Administration shall approve all temporary and permanent markings.

All temporary traffic control devices must satisfy testing requirements of NCHRP-350.

Night Work

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

C. TRAFFIC SAFETY OFFICER:

The Contractor shall provide a competent, full time, Traffic Safety Officer in accordance with the requirements of 616.02(B)(1).

D. PEDESTRIAN SAFETY:

The Contractor shall provide pedestrians with a 4' walkway. This walkway should be safe, convenient and replicate as nearly as possible the most desirable characteristics of sidewalks or footpaths. Pedestrian should not be led into direct conflict with the work site operations or mainline traffic moving through or around the work site. All pedestrians including blind, hearing impaired and physically challenged need protection. All necessary signs and supports for closing sidewalks and detouring pedestrians shall be the contractor's responsibility. Temporary ramps and or protective walkways are also the responsibility of the contractor.

E. FAILURE TO MAINTAIN ENTIRE PROJECT

Failure on the part of the Contractor, at any time, to respond to the provisions of 104.02 and 616.01, will result in the Engineer immediately notifying the Contractor to comply with required maintenance provisions. In the event that the Contractor fails to proceed with corrections to unsatisfactory maintenance so as to conform to the provisions of 104.02 and 616.01 within 4 hours after receipt of such notice, the Engineer may notify the Contractor to suspend all other work on the contract until such time that the unsatisfactory maintenance is corrected. In the event that the Contractor fails to respond to a notice of unsatisfactory maintenance within 4 hours after receipt of such notice, the Engineer will immediately proceed with adequate forces and equipment to maintain the project and the entire cost of this maintenance will be deducted from monies due the Contractor on the next monthly estimate.

An appropriation deduction will be made from the Contractor's next Progress Estimate for each day, or portion thereof, that Maintenance of Traffic deficiencies exist and will continue until the deficiencies are corrected and accepted by the Engineer. Any portion of a day will be considered a full day deduction. The deduction will be equal to a pro rata share of the Contractor's lump sum price bid for Maintenance of Traffic or \$200.00 per day, whichever is higher. The amount prorated will be the per diem amount established by using the Calendar Days (based upon Calendar Dates when required) divided into the total value of the bid item. The amount of monies deducted will be a permanent deduction and will not be recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

In the event that sufficient funds are not available under the lump sum item for maintenance of traffic (104.02) the funds will be deducted from the contract value.

F. DC SIGNAGE REGULATION

THIS SPECIAL PROVISION INCLUDES DEPARTMENTAL ORDER NO. 2001-01 WHICH STATES AS FOLLOWS:

DEPARTMENT OF PUBLIC WORKS

ADMINISTRATIVE ISSUANCE SYSTEM

DEPARTMENTAL ORDER NO. 2001-01

DATE: November 17, 2000

SUBJECT: Department of Public Work's supplemental requirements for Notice of Major, Non-Major, and Emergency Excavations in the Public-Right-of-Way.

SUPPLEMENTAL NOTICE OF EXCAVATION REQUIREMENTS

I. PURPOSE

To amend the size of excavation project notices for non-major work sites and to amend the format for notices at all work sites:

II. AUTHORITY

Pursuant to Title 24 DCMR §340.2, which gives the Department of Public Works the authority to determine the format and size for excavation project signs at all work sites, I am hereby increasing the size of excavation project notices for non-major work sites and amending the format for notices at all work sites. Other requirements, including colors, fonts, artwork, output style, and those as described below, remain the same.

III. NON-MAJOR WORK

At the beginning and ending of non-major work sites (i.e., an excavation that will be completed and permanently restored in a period exceeding twenty-four (24) hours but within fourteen (14) calendar days of commencement) there shall be 3' x 5' metal notices posted at each block that runs the length of the project, which shall be printed on all-weather plastic, laminated heavy duty cardboard. All signs for non-major work shall be posted at the sites seventy two (72) hours prior to the start of excavation and remain on site until project completion.

IV. MAJOR WORK

At major work sites (work which will exceed fourteen (14) calendar days) there shall be 3' x 5' metal notices posted at the beginning and ending of the work site. In the middle of the block(s) between the project two 11" x 17" signs shall be posted at each block that runs the length of the project, which shall be printed on all weather plastic, laminated, heavy duty cardboard. The notice should not wrap around the post it is attached to but be perpendicular with the post. All notices shall be posted at major work sites at least five (5) calendar days prior to commencement of the excavation, each property owner, resident, building manager, or tenant association on the block(s) affected by the work and each advisory neighborhood commission and business improvement district. In addition, a copy of the notice should be sent to the Public Space Manager at 2000 14th Street, N.W., 5th Floor; Washington, D.C. 20009.

V. EMERGENCY EXCAVATION

Notice of emergency excavation is to be 11" x 17". The notice should not wrap around the post to which it is attached but be perpendicular with the post. The notice should be printed on all-weather plastic laminated heavy duty cardboard. The notices are to be posted at least every 100' along any block where an excavation is to take place.

VI. GENERAL REQUIREMENTS

All 3' x 5' metal notices are to be posted as close to the curb as possible and in the tree space, where available between the sidewalk and the roadway. The sign should be visible to both pedestrians and motorized vehicular drivers and the orientation may be vertical or horizontal. The notices should not obstruct pedestrian flow on the sidewalk.

The sign can be fabricated allowing the specific information to be changed for each project.

All signs posted in the public Right-of-Way are to be in accordance with Title 24 DCMR §108. Signs are never to be posted on trees.

Enforcement by the Department of Public Works, District Division of Transportation will begin Friday, December 1, 2001.

These changes will ensure that all District residents have clear notification of the work underway in their neighborhoods.

VII. EFFECTIVE DATE

This order is effective

ORIGINATION OFFICE: PUBLIC SPACE OFFICE CONTACT PERSON AND TELEPHONE NUMBER: Denise Turner (202) 671-2800.

No measure or payment will be made for erecting Notice of Major, Non-Major, and Emergency Excavation Signs in the Public Right-of-Way. This will be considered as incidental part of the work under this item. Absolutely no work shall start if these requirements are not met.

G. MEASURE

The unit of measure of Maintenance of Traffic will be percentage of dollar value of work completed under each assigned task to the total contract value. The Contractor will be paid the equivalent percentage of the total value of the pay item for Maintenance of Traffic. This payment is contingent on the Contractor's submission and DDOT's approval of traffic Control Plan(s).

To establish the procedure for payment for this bid item, a separate tab will need to be maintained for the *task order values excluding this pay item* (i.e., 616 001), besides the *total task order values*. To clarify the measure and payment method under this contract, a hypothetical illustration is provided (*Note: the numbers shall not to be taken as any suggestion for bidding this contract*). Assume that the Contractor bids \$200,000 for this pay item (616 001) out of a total contract value of \$8,200,000 for a certain year. The total contract amount excluding the Pay Item 616 001 would be \$8,000,000. Say, DDOT ends up actually awarding \$7,000,000, excluding 616 001 (instead of \$8,000,000) for all task orders in that year. Then, the Contractor will be paid 7/8 of \$200,000, under this Pay Item (616 001).

H. PAYMENT

Payment for all traffic control devices such as flaggers, flashing arrow panels, channelizing drums, cones, construction warning signs, detour signs, sign support, pedestrian control signs, temporary pavement markings, orange flags, warning lights, barricades, portable barriers, delineators, attenuators and all other materials, tools, labor and equipment necessary to complete that item of work is included in the task and will be made at the percentage of completion (interpolated or extrapolated depending on the volume of actual work assigned) of the total contract at the end of each assigned task.

39. RECORD OF MATERIALS, SUPPLIES AND LABOR (FHWA 47 SUBMISSION):

This Special Provision Supplements the Appendix Entitled REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS.

Under Section VI, Record of Materials, Supplies and Labor, delete the first paragraph and replace it with:

"The provisions of this section are applicable to all contracts for Federal-aid primary, urban and Interstate highway projects involving construction performed under contract awarded by competitive bidding, except projects for which the total final construction cost of roadway and bridge is less than \$1,000,000, and projects consisting primarily of:

1. The installation of protective devices at railroad grade crossings; or
2. Highway beautification."

For contracts of \$1,000,000.00 or more, the completion and submission of the FHWA 47 report is a contract requirement. The form must be completed and submitted as soon as fieldwork is completed. Final payment will not be made until the contractor files this report.

40. DDOT TITLE VI ASSURANCE:

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

(1) COMPLIANCE WITH REGULATIONS

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

(2) NON-DISCRIMINATION

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

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

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

(4) INFORMATION AND REPORTS

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

(5) SANCTIONS FOR NON-COMPLIANCE

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

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

(6) INCORPORATION OF PROVISIONS

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

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

41. DBE ASSURANCE

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

42. SUBCONTRACTING:

This Special Provision supplements 108.01 of the Standard Specifications 2009.

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

**Attention:
Contracting Officer
Department of Transportation
Office of Contracting and Procurement
55 M Street, S.E., 7th Floor
Washington, D.C. 20003**

A copy of this form (DDOT Form 120-KA) is provided in the Appendices.

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

District Department of Transportation

SCHEDULE OF ITEMS

BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
0001	000003 Employee Training		1			4,160	
0002	000509 Clearing of Vegetation		1			320,000	
0003	608004 Remove Tree and Stump 6 to 12 Inch Diameter		1			351	
0004	608006 Remove Tree and Stump 12 to 18 Inch Diameter		1			351	
0005	608008 Remove Tree and Stump 18 to 24 Inch Diameter		1			351	
0006	608010 Remove Tree and Stump 24 to 30 Inch Diameter		1			351	
0007	608012 Remove Tree and Stump 30 to 36 Inch Diameter		1			300	
0008	608014 Remove Tree and Stump 36 to 42 Inch Diameter		1			200	
0009	608016 Remove Tree and Stump over 42 Inch Diameter		1			100	
0010	608018 Remove Tree up to 6 Inch Diameter		1			351	
0011	608 054 Prune Tree 6 Inch Diameter and Under		1			251	
0012	608056 Prune Tree 6 Inch to 12 Inch Diameter		1			451	
0013	608058 Prune Tree 12 Inch to 18 Inch Diameter		1			500	
0014	608060 Prune Tree 18 Inch to 24 Inch Diameter		1			551	
0015	608062 Prune Tree 24 Inch to 30 Inch Diameter		1			551	
0016	608064 Prune Tree 30 Inch to 36 Inch Diameter		1			400	
0017	608066 Prune Tree 36 Inch to 42 Inch Diameter		1			400	

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
0018	608068 Prune Tree over 42 Inch Diameter		1			400	
0019	6080136 Evergreen Shrub, 25 Gallon		1			550	
0020	6080148 Evergreen Tree 5 - 6 Foot Height, B&B		1			1,350	
0021	608150 Evergreen Tree 6 - 8 Foot Height, B&B		1			1,350	
0022	608158 Deciduous Tree 2 - 3 Inch Cal, B&B		1			8,000	
Base Year Grand Totals							

District Department of Transportation

SCHEDULE OF ITEMS

OPTION YEAR NO. 1

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Ma x	Maximum Total Price
1001	000003 Employee Training		1			4,160	
1002	000509 Clearing of Vegetation		1			320,000	
1003	608004 Remove Tree and Stump 6 to 12 Inch Diameter		1			351	
1004	608006 Remove Tree and Stump 12 to 18 Inch Diameter		1			351	
1005	608008 Remove Tree and Stump 18 to 24 Inch Diameter		1			351	
1006	608010 Remove Tree and Stump 24 to 30 Inch Diameter		1			351	
1007	608012 Remove Tree and Stump 30 to 36 Inch Diameter		1			300	
1008	608014 Remove Tree and Stump 36 to 42 Inch Diameter		1			200	
1009	608016 Remove Tree and Stump over 42 Inch Diameter		1			100	
1010	608018 Remove Tree up to 6 Inch Diameter		1			351	
1011	608 054 Prune Tree 6 Inch Diameter and Under		1			251	
1012	608056 Prune Tree 6 Inch to 12 Inch Diameter		1			451	
1013	608058 Prune Tree 12 Inch to 18 Inch Diameter		1			500	
1014	608060 Prune Tree 18 Inch to 24 Inch Diameter		1			551	
1015	608062 Prune Tree 24 Inch to 30 Inch Diameter		1			551	
1016	608064 Prune Tree 30 Inch to 36 Inch Diameter		1			400	
1017	608066 Prune Tree 36 Inch to 42 Inch Diameter		1			400	

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
1018	608068 Prune Tree over 42 Inch Diameter		1			400	
1019	6080136 Evergreen Shrub, 25 Gallon		1			550	
1020	6080148 Evergreen Tree 5 - 6 Foot Height, B&B		1			1,350	
1021	608150 Evergreen Tree 6 - 8 Foot Height, B&B		1			1,350	
1022	608158 Deciduous Tree 2 - 3 Inch Cal, B&B		1			8,000	
Option Year No. 1 Grand Totals							

District Department of Transportation

SCHEDULE OF ITEMS

OPTION YEAR NO. 2

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Ma x	Maximum Total Price
2001	000003 Employee Training		1			4,160	
2002	000509 Clearing of Vegetation		1			320,000	
2003	608004 Remove Tree and Stump 6 to 12 Inch Diameter		1			351	
2004	608006 Remove Tree and Stump 12 to 18 Inch Diameter		1			351	
2005	608008 Remove Tree and Stump 18 to 24 Inch Diameter		1			351	
2006	608010 Remove Tree and Stump 24 to 30 Inch Diameter		1			351	
2007	608012 Remove Tree and Stump 30 to 36 Inch Diameter		1			300	
2008	608014 Remove Tree and Stump 36 to 42 Inch Diameter		1			200	
2009	608016 Remove Tree and Stump over 42 Inch Diameter		1			100	
2010	608018 Remove Tree up to 6 Inch Diameter		1			351	
2011	608 054 Prune Tree 6 Inch Diameter and Under		1			251	
2012	608056 Prune Tree 6 Inch to 12 Inch Diameter		1			451	
2013	608058 Prune Tree 12 Inch to 18 Inch Diameter		1			500	
2014	608060 Prune Tree 18 Inch to 24 Inch Diameter		1			551	
2015	608062 Prune Tree 24 Inch to 30 Inch Diameter		1			551	
2016	608064 Prune Tree 30 Inch to 36 Inch Diameter		1			400	
2017	608066 Prune Tree 36 Inch to 42 Inch Diameter		1			400	

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
2018	608068 Prune Tree over 42 Inch Diameter		1			400	
2019	6080136 Evergreen Shrub, 25 Gallon		1			550	
2020	6080148 Evergreen Tree 5 - 6 Foot Height, B&B		1			1,350	
2021	608150 Evergreen Tree 6 - 8 Foot Height, B&B		1			1,350	
2022	608158 Deciduous Tree 2 - 3 Inch Cal, B&B		1			8,000	
Option Year No. 2 Grand Totals							

District Department of Transportation

SCHEDULE OF ITEMS

OPTION YEAR NO. 3

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Ma x	Maximum Total Price
3001	000003 Employee Training		1			4,160	
3002	000509 Clearing of Vegetation		1			320,000	
3003	608004 Remove Tree and Stump 6 to 12 Inch Diameter		1			351	
3004	608006 Remove Tree and Stump 12 to 18 Inch Diameter		1			351	
3005	608008 Remove Tree and Stump 18 to 24 Inch Diameter		1			351	
3006	608010 Remove Tree and Stump 24 to 30 Inch Diameter		1			351	
3007	608012 Remove Tree and Stump 30 to 36 Inch Diameter		1			300	
3008	608014 Remove Tree and Stump 36 to 42 Inch Diameter		1			200	
3009	608016 Remove Tree and Stump over 42 Inch Diameter		1			100	
3010	608018 Remove Tree up to 6 Inch Diameter		1			351	
3011	608 054 Prune Tree 6 Inch Diameter and Under		1			251	
3012	608056 Prune Tree 6 Inch to 12 Inch Diameter		1			451	
3013	608058 Prune Tree 12 Inch to 18 Inch Diameter		1			500	
3014	608060 Prune Tree 18 Inch to 24 Inch Diameter		1			551	
3015	608062 Prune Tree 24 Inch to 30 Inch Diameter		1			551	
3016	608064 Prune Tree 30 Inch to 36 Inch Diameter		1			400	
3017	608066 Prune Tree 36 Inch to 42 Inch Diameter		1			400	

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
3018	608068 Prune Tree over 42 Inch Diameter		1			400	
3019	6080136 Evergreen Shrub, 25 Gallon		1			550	
3020	6080148 Evergreen Tree 5 - 6 Foot Height, B&B		1			1,350	
3021	608150 Evergreen Tree 6 - 8 Foot Height, B&B		1			1,350	
3022	608158 Deciduous Tree 2 - 3 Inch Cal, B&B		1			8,000	
Option Year No. 3 Grand Totals							

District Department of Transportation

SCHEDULE OF ITEMS

OPTION YEAR NO. 4

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
4001	000003 Employee Training		1			4,160	
4002	000509 Clearing of Vegetation		1			320,000	
4003	608004 Remove Tree and Stump 6 to 12 Inch Diameter		1			351	
4004	608006 Remove Tree and Stump 12 to 18 Inch Diameter		1			351	
4005	608008 Remove Tree and Stump 18 to 24 Inch Diameter		1			351	
4006	608010 Remove Tree and Stump 24 to 30 Inch Diameter		1			351	
4007	608012 Remove Tree and Stump 30 to 36 Inch Diameter		1			300	
4008	608014 Remove Tree and Stump 36 to 42 Inch Diameter		1			200	
4009	608016 Remove Tree and Stump over 42 Inch Diameter		1			100	
4010	608018 Remove Tree up to 6 Inch Diameter		1			351	
4011	608 054 Prune Tree 6 Inch Diameter and Under		1			251	
4012	608056 Prune Tree 6 Inch to 12 Inch Diameter		1			451	
4013	608058 Prune Tree 12 Inch to 18 Inch Diameter		1			500	
4014	608060 Prune Tree 18 Inch to 24 Inch Diameter		1			551	
4015	608062 Prune Tree 24 Inch to 30 Inch Diameter		1			551	
4016	608064 Prune Tree 30 Inch to 36 Inch Diameter		1			400	
4017	608066 Prune Tree 36 Inch to 42 Inch Diameter		1			400	

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty.Min	Minimum Total Price	Price Per Unit	Qty.Max	Maximum Total Price
4018	608068 Prune Tree over 42 Inch Diameter		1			400	
4019	6080136 Evergreen Shrub, 25 Gallon		1			550	
4020	6080148 Evergreen Tree 5 - 6 Foot Height, B&B		1			1,350	
4021	608150 Evergreen Tree 6 - 8 Foot Height, B&B		1			1,350	
4022	608158 Deciduous Tree 2 - 3 Inch Cal, B&B		1			8,000	
Option Year No. 4 Grand Totals							
BASE PLUS ALL OPTION YEARS GRAND TOTAL							