

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION OPERATIONS ADMINISTRATION



SPECIFICATIONS

INVITATION NO.: DCKA-2015-B-0072

PROJECT: FEDERAL AID CITYWIDE TREE ASSET MANAGEMENT

FAP NO.: STP-8888 (412)

Bids Will Be Publicly Opened By the Office Of Administrative Services, Contracting and Procurement Branch, 55 M Street, SE, 7th Floor, Washington, D.C. 20003

Bids Will Be Opened On **October 8, 2015** At **2:00 P.M.**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
TITLE PAGE – SPECIFICATIONS**

ISSUING OFFICE:

Office of Contracting and Procurement Bid Room
Located at the Reeves Center
55 M Street, S.E., 4th Floor
Washington, D.C. 20003

ADDRESS TO:

Urban Forestry Administration
DC Department of Transportation
55 M Street, SE, 4th Floor
Washington, D.C. 20003

Prospective Bidders:

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

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Appendix A – Specific Equal Employment Opportunity Responsibilities (6 Pages)

Appendix B – Training Special Provisions (3 Pages)

Participation by Disadvantaged Business Enterprise and Non-Disadvantaged Business Enterprises (6 Pages)

Monthly Employment Utilization Form (2 Pages)

Equal Employment Opportunity/Affirmative Action Requirements (2 Pages)

Employee Training Requirements (2 Pages)

General Wage Rate Decision (DC150001) (13 Pages)

Documents with links

1. Maintenance of Traffic – Typical Lane Closure and DC Standards (58 Pages)
 - a. http://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/ddot_work_zone_utility_typicals.pdf
2. DDOT Memoranda on Traffic Control Plan (TCP) (14 Pages)
 - a. http://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/ddot_work_zone_temporary_traffic_control_manual_2006.pdf
3. District Department of Transportation Standard Specification for Highways and Structures Revised 2013
 - a. http://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/DDOTStandardSpecificationsHighwaysStructures_2013.pdf

Appendices Incorporated by Reference

1. American Standard for Nursery Stock 2014
2. American National Standards Institute (ANSI) A300 Latest Version
3. American National Standards Institute (ANSI) A300 (Part 6)
4. 2005 "for Tree Care Operations- Tree, Shrub, and Other Woody Plant Management Standard Practices (Planting and Transplanting)"
5. 2005 Best Management Practices Tree Planting Second Edition
6. Special companion publication to the ANSI A300 Part 6: Tree, Shrub, and Other Woody Plant Maintenance- Standard Practices (Transplanting)
7. 2014 Best Management Practices Soil Management for Urban Trees
8. Special companion publication to the ANSI A300 Part 2: Tree, Shrub, and Other Woody Plant Maintenance- Standard Practices (a. Soil Management, b. Fertilization, c. Drainage)

9. 2014 Best Management Practices Tree Pruning Second Edition
10. 2014 Best Management Practices Tree Pruning Second Edition
11. 2008 American National Standard ANSI Z133.1
12. Special companion publication to the ANSI A300 Part 2: Tree, Shrub, and Other Woody Plant Maintenance- Standard Practices (Pruning)
13. 2006 "For Arboricultural Operations-Safety Requirements" Latest Version
14. Occupational Safety and Health Association's Safety Standards Latest Version 29 CFR
1910.331~335 Latest Version
29 CFR 1910.268 Latest Version
29 CFR 1910.269 Latest Version

The "STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES " 2009 and 2013, the "Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects" and amendments thereto are incorporated herein by references and are made a part of the requirements of this contract.

SPECIAL PROVISIONS

FEDERAL AID TREE ASSET MANAGEMENT CITYWIDE

Invitation No DCKA-2015-B-0072

F.A.P. No.: NH-STP-8888 (412)

This document consists of:

- SPECIFICATIONS: Pages a through d, pages 1 thru 44, and appendices with the number of pages in parentheses listed on Pages c and d.
- BID FORMS AND PROPOSALS: Pages a thru d, Pages 1 thru 25, including PAY ITEM SCHEDULE.

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

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

This document supplements and modifies **STANDARD CONTRACT PROVISIONS**, for use with specifications for District of Columbia Government Construction Projects, 1973, and amendments thereto; ("Standard Contract Provisions, 1973"); **STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009 and 2013 (available on DDOT website)**; both these documents are incorporated herein by reference.

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

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

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

1. SCOPE OF WORK:

The work consists of maintaining the street tree assets on the roadways in Washington DC. This is an indefinite delivery-indefinite quantity (ID-IQ) type contract based on fixed unit pricing; therefore, DDOT will assign any task order to the Contractor on an as-needed basis. The estimated quantities stated herein represent the best available estimates. The actual quantities can and will vary during the contract. This contract has the provision for one (1) base year and four (4) option years. Although DDOT anticipates substantial amount of construction work through this contract, it only guarantees a minimum work of \$100,000 per year. The project locations can be citywide.

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

A. PLANT AND PLANTING

The Contractor shall use the following procedures to plant large and low growing deciduous trees:

- a. Until the tree is planted, the Contractor shall maintain all heeled in plants at a protected site located either within the District of Columbia or within a twenty-five (25) mile radius of its borders.
- b. The Contractor shall protect the plant material of balled and burlapped (B&B) and containerized plants not immediately planted after delivery and inspection by protecting the root systems and crowns for planting in a manner appropriate to prevailing conditions and in accordance with accepted horticultural best management practices.
- c. The Contractor shall carefully preserve the solidity of the ball of B&B and the containerized plants and only handle a plant by its ball. Any ball that has been damaged, loosened or otherwise mishandled at any time during or after delivery shall be replaced at the contractor's expense; the COTR shall have the ability to reject any mishandled, damaged, diseased, or otherwise objectionable plants at any time.
- d. All trees shall be delivered with labels correctly identifying the tree by genus, species, and, if applicable, cultivar and trademark name.
- e. The Contractor shall not plant when the ground is frozen beyond three (3) inches, or at the discretion of the COTR.
- f. The Contractor shall not plant if the planting soil mix is not friable.

- g. The Contractor shall have the option to begin preparation for planting earlier than the specified seasons, provided the COTR has approved the planting locations.
- h. The Contractor shall change the location of plantings as directed by the COTR without additional expense to the District. Plant arrangements on the planting sheets are approximate. Final locations, species, and orientation of all trees shall be as directed by the COTR.
- i. The Contractor shall have a representative from each applicable utility company delineate in the field the exact location of the utility conduits and appurtenances before tree pits are dug, when trees are to be installed contiguous to underground utility lines.
- j. The contractor shall prune trees prior to planting and during the installation process. The contractor shall employ skilled laborers to prune in accordance with standard horticultural practice per ISA Best Management Practices for Pruning.
- k. Occasionally, a location to plant will have an existing two to three inch caliper dead tree; the Contractor shall remove the small dead tree as part of the tree pit excavation, and at no additional cost to the District.
- l. The Contractor shall remove stumps of all diameter sizes below three inches (3").
- m. The Contractor shall use hand-digging to remove stumps unless the COTR approves the use of an alternative method.
- n. The Contractor shall excavate tree pits and continuous strips to the depth of the ball, and to a width equal to twice the diameter of the root ball.
- o. The Contractor shall carefully chip and remove excess PCC foundation for PCC or granite curb or sidewalk, which protrudes into the planting pit to allow proper placement of root ball.
- p. The Contractor shall backfill to grade with the same material and apply grass seed to the disturbed area in the event that difficulty arises in excavation of a tree pit or continuous strip that necessitates changing the planting location. The COTR shall

determine such changes and the Contractor shall make them at no additional cost to the District.

- q. The Contractor shall backfill plant pits immediately with the mixed amended/planting soil mix and hydrogel crystal, consisting of five (5) parts by volume topsoil as specified, thoroughly mixed with one (1) part by volume of organic additive, by using the following procedure: (The planting soil mix must be approved by the COTR prior to use)
- r. Carefully lower plant into hole without damaging root system;
- s. remove wire basket, burlap, and twine to the fullest extent possible, as directed by the COTR;
- t. carefully expose the tree's root flare;
- u. carefully fill in mixed/amended planting soil mix around the tree ball to half the depth of the ball. At this time, apply the hydrogel crystal;
- v. firmly tamp the backfill throughout the entire pit area, and ensure the tree's orientation is vertical and most appropriate for the individual site;
- w. fill the remainder of the pit with the mixed amended/planting soil mix;
- x. firmly tamp the backfill throughout the entire pit area so that excessive settling does not occur and water the tree within the same planting day; and
- y. avoid damage to roots and prevent air pockets from developing during backfilling, tamping and watering.
- z. A minimum of 1 cubic foot (7.5 gallons) of planting soil mix (C.5.9), up to a maximum of 3 cubic feet (22.5 gallons) of planting soil mix shall be used to amend the soil at each planting location at the discretion of the COTR.

- aa. The Contractor shall immediately prune any root bruised or broken from the root ball before or during planting.
- bb. The Contractor shall plant each plant in an individual pit or continuous strip unless otherwise directed by the COTR. All trees planted too high or too low, or otherwise not in accordance with the ISA Best Management Practices for Planting shall be corrected at the request of the COTR at the contractor's expense.
- cc. The contractor shall set each plant at such a level that after settlement its depth will be the same as if grown in the nursery or collected areas. The final level of all tree pits or continuous strips shall be level with the existing sidewalk and curb.
- dd. The Contractor shall carefully set each tree in the center of the pit or continuous strip, whenever possible, in a firm vertical position. All trees not centered shall be re-planted at the contractor's expense.
- ee. The Contractor shall immediately make each pit safe after being notified by the COTR of locations where pits are found to be low due to insufficient backfilling or settling.
- ff. The Contractor shall not leave a pit open overnight.
- gg. The Contractor shall take whatever action is required to ensure that the sidewalk is open to pedestrian traffic at the conclusion of each workday.
- hh. Each day the Contractor shall remove excess waste materials during the course of planting. The Contractor shall keep lawn areas clean and take all reasonable precautions to avoid damage to existing structures, plants and grasses.
- ii. The Contractor shall repair existing grass areas that are injured during planting in accordance with Standard Specifications for Highways and Structures 2013 Gold Book, 607.05 Renovating Grass.
- jj. The Contractor shall supply and spread a minimum of 3 cubic feet of mulch over all plant areas and pits to a thickness of three inches (3").

- kk. The Contractor shall not place mulch within two (2) inches of the root collar.

- ll. The Contractor shall stake the tree in accordance with the Gold Book Standard (J.10), unless directed otherwise by the COTR.

- mm. The Contractor shall supply and secure a tree guard around the base of the tree.

- nn. The Contractor shall secure around the base of the tree a watering bag or other slow-release watering device as directed by the COTR.

- oo. The Contractor shall maintain all plants in a vigorous, thriving condition by watering, cultivating, weeding, pruning, spraying and using other methods as required during the plant's warranty period of one year after the planting date.

- pp. The Contractor shall replace plants that have died back into the crown or beyond normal pruning limits at no additional expense to the District during the Warranty Period. Trees that have less than 90% thriving canopy in the first year shall be deemed "dead" and be replaced.

- qq. During the final month of the Warranty Period, UFA staff will visit each planting site and determine the list of trees that shall be replaced. Contractor shall have the opportunity to review the list supplied by the COTR.

- rr. All stakes, watering devices, tags and seals shall be removed by the Contractor following the final inspection.

- ss. For trees purchased by and supplied by the COTR, the contractor shall plant the trees in accordance with the above stipulations to include excavation, soil amendments, mulching, staking, tree guards, and summer watering. These trees would be exempt from the warranty replacement requirement in the planting contract.

B. PRUNING TREES

- a. The contractor shall be responsible for providing all management, supervision, personnel, tools, materials, equipment and transportation necessary to prune street line trees located at various sites throughout the District. The contractor shall perform all

work in accordance the applicable documents listed in APPENDICES. The location of the trees will be issued as work orders throughout the life of the contract by the CA or his designee.

- b. The contractor shall be responsible for providing a full crew to perform services as stated in this contract. A full crew is defined as a three (3) man crew to include a tree pruning foreman, who has extensive experience working from an aerial bucket truck, as a tree climber working from ropes set in the tree, as well as from the ground, as required by each job, two (2) ground staff, one (1) aerial bucket truck with a minimum working height of seventy-five (75) vertical feet and an enclosed body capable of receiving and transporting wood chips, one (1) wood chipper, and one (1) smartphone, as well as all saws, ladders, rakes, brooms, and other tools that shall be required to successfully deliver pruning services. The contractor shall be responsible for obtaining additional heavy equipment as necessary to perform pruning services that require equipment additional to that listed immediately above. The contractor shall prepare all traffic control plans in accordance with Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls, of the Standard Specifications for Highways and Structures, 2013. The contractor shall provide an International Society of Arborists to provide supervision and oversight to the crew regarding the correct application of pruning methods.
- c. The contractor shall dispose of all trees at a legally licensed landfill facility and furnish proof that the disposal facility is a legally licensed landfill facility at the CA's request.
- d. The contractor shall measure the diameter breast height (DBH) of trees by DBH at 4.5 feet above ground level. Tree sizes range from 0" to 60" in accordance with Section 608.04, Pruning Trees, of the Standard Specifications for Highways and Structures, 2013.
- e. The contractor shall not use spikes on any tree being pruned.
- f. The contractor's work shall consist of the following and be performed in accordance with Section 608.04, Pruning Trees, of the Standard Specifications for Highways and Structures, 2013:

- g. elevation pruning includes the removal of the branches below 15 feet over the road and 8 feet over the sidewalk;
- h. crown cleaning includes the selective removal of dead, diseased, broken, objectionable or weakly attached branches;
- i. crown thinning, only at the explicit direction of the CA or his/her designee;
- j. crown reduction, only at the explicit direction of the CA or his/her designee;
- k. the contractor shall remove all deadwood greater than ½" shall be removed from the interior of the tree crown as well as at the tips;
- l. subordination pruning, only at the explicit direction of the CA or his/her designee; the contractor shall selectively prune in a manner that trees which are developing more than one (1) dominant leader promotes a single dominant leader by subordinating the other competitive branches. In selecting the dominant leader, the contractor shall consider the tree's form, health and structure. All subordination pruning shall be intended to correct and/or prevent the establishment of more than a single dominant leader, and prevent individual branches from growing larger than half the trunk diameter.
- m. The contractor shall consult with the CA to determine which co-dominant lead to preserve is all trees greater than 6.1" in DBH;
- n. the contractor shall conduct an elevation pruning and crown cleaning as the standard form of pruning;
- o. the contractor shall use for all cuts over 3" in diameter the three point method;
- p. the contractor shall lower all branches greater than 3" to the ground using ropes; and the contractor shall chip all brush and debris on site. The contractor shall not leave debris in the public space after the tree has been pruned. The contractor shall blow off all debris from the sidewalk and area around the tree.

- q. 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.
- r. The contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.
- s. 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.
- t. 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.
- u. 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.
- v. 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.

w. Tree Pruning in PEPCO Wires:

- x. Contractor shall remove all parts of tree to include top, trunk and stump with its own staff that is line clearance qualified. The contractor shall abide by all safety rules or requirements and municipal regulations and standards including the latest revision of the ANSI Z133.1 Standard for Tree Care Operations, 29 CFR 1910.331-335, 29 CFR1910.268, or 29 CFR1910.269. All brush and debris created by PEPCO's work on a street tree that Pepco performs for their or UFA's purpose shall be removed by the contractor.
- y. After all work is completed at any location, the contractor shall restore the work area and clean up all debris generated by the work in accordance with the Control of Work in the Standards Specifications for Highways and Structures, 2013.

C. 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.
- ll. 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. **General Wage Decision No. DC150001** is bound herein and contains the specific applicable wage rate(s) which is:

Heavy Construction

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. PAYMENT BONDS:

In accordance with the provisions of Section 702(b) of the DISTRICT OF COLUMBIA PROCUREMENT PRACTICES REFORM ACT OF 2010, 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.

This contract has a term of One (1) year with four option year periods. Ninety (90) days prior to the end of the base year, contractors are notified of the government’s intent to exercise its option for the option period. It is during this ninety-day period that sureties are contacted by the contractor seeking to renew their bond for the option year. Sureties have the opportunity to review the contractor’s record over the past year and make a determination concerning renewing the bond for this period.

26. 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	Street lighting inspection
	202-698-3600	Traffic signal systems & Signal shop

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. EMPLOYEE TRAINING, ITEM: 000 003

Section 103.04 of the Standard Specifications applies.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

APPENDICES

SUBCONTRACTOR APPROVAL REQUEST FORM

SUBCONTRACTOR APPROVAL REQUEST

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

FHWA 1273-REQUIRED CONTRACT PROVISIONS

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX A – SPECIFIC EQUAL EMPLOYMENT
OPPORTUNITY RESPONSIBILITIES**

APPENDIX A--SPECIAL PROVISIONS

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. **General**

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

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

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

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

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

4. **Dissemination of Policy**

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

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
 - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

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

5. **Recruitment**

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

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

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

classification to determine any evidence of discriminatory wage practices.

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

7. Training and Promotion.

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

8. Unions. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions,

joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting

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

10. Records and receipts

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

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

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

Revised 8/88

APPENDIX B – TRAINING SPECIAL PROVISIONS

APPENDIX B--TRAINING SPECIAL PROVISIONS

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

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

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

The number of trainees to be trained under the special provision will be **Four (4)**

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

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

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

Three ployee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyworker status or in which he/she has been employed as

a journeyworker. The contractors should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractors records should document the findings in each case.

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

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

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyworker, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his/her training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his/her work classification or until he/she has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his/her responsibilities under this Training Special Provision if he/she has provided

acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

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

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

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

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

Revised 8/88

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION**

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

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

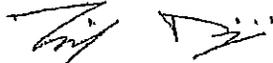
It is the policy of the District Department of Transportation (DDOT) to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

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

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

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

Sincerely,



Leif A. Dormsjo
Director, District Department of Transportation

Definitions -The following definitions apply to this contract:

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

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

PROMPT PAYMENT/DBE CONTRACT COMPLIANCE SYSTEM

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

DBE Contract Compliance System: This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Contract Compliance System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Contract Compliance System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. District DOT's Office of Civil Rights may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The Contract Compliance System is web-based and can be accessed at the following Internet address: <https://ddot.dbesystem.com>

Your firm **MUST** log into the system to review and update the required information **within 10 business days of receiving "NTP" from DDOT**. Please be advised that as the Prime Vendor, you are responsible for ensuring that all required information is entered, that it is accurate, and that your subcontractors verify payments received. Failure to cooperate with the Office of Civil Rights may result in breach of contract.

The Prime must upload and report the following items:

- Upload all signed agreements between the Prime and DBE firms well as the non-DBE subcontracts on the Contract Compliance System.
- Prime must report all payments to DBE firms and all subcontractors to the Contract Compliance System by the 15th of the month for the previous month activity under this project even if no activity for a month.

- A completed DDOT DBE Contractor Payment form and a copy of all cancelled check payments to DBE firms and all subcontractors should be Upload to [Contract Compliance System](#) by the 15th of the month for the previous month activity. A form MUST be completed monthly even if no activity for a month. (Attached)
“Failure to do so shall be grounds for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).”

This online system allows vendors to actively support our efforts to achieve diversity participation, maintain accurate contact information, and report subcontractor payment details. As a Prime Vendor, you are required to log in to review and update certain specific information regarding payments to your subcontractors, and all contact information (name, address, phone, fax, email) for your firm and the subcontractors. You can also identify who in your firm should be our main contact for each of your contracts. To begin, follow the steps below:

1. Visit <https://ddot.dbesystem.com>. Follow the on-screen directions to **look up your account** and then access the secure system. Contact Customer Support via any of the system links if you have any questions while attempting to access your account.
2. **Review and update all contact and contract information** as necessary for your firm and subcontractors.
3. **Ask your subcontractors to log in** to review and confirm amount reported for each time period.

Each month from contract award until close out you are also required to log-in and report payment information. Payment information is reported by completing the pending **Contract Audits** which can be accessed from your Dashboard by clicking on “Contract Audits”. For each monthly audit, click on “Incomplete” in the Status column and report the amounts paid to each subcontractor during the month. You will also report the amount paid to you as the prime for the time period.

Repeat these steps for any additional incomplete audits on this or additional contracts that are assigned to you in the system.

You may also register for upcoming training sessions to learn more about system functionality, as well as classes that focus specifically on reporting payment to subcontractors. To register, click on “Training Classes” under Help & Tools from any screen in the system and click RSVP next to the “Contract Compliance Reporting – Vendor Training.” You can also access the training classes without logging in here <https://ddot.diversitycompliance.com/events.asp> Additional information is available by clicking on the “Information for Vendors” link on the right-hand side of the home page under System Links.

There is no cost to Contractors for this service. You may add as many users to you your account as necessary to report and view contract compliance data (please do not share accounts between people). If you require technical assistance during the process, please use the online support form or email DDOT@dbesystem.com.

Please contact the Office of Civil Rights for any of the following:

- If a DBE firm requires additional technical assistance in order to complete

satisfactory performance on this project.

- Change Orders that affect the contract amount affects the DBE Goal. Please contact OCR if there are any change orders processed for this contract.
- If need arises that a joint check arrangement may be executed. You are required to contact OCR **prior** to execution of any joint check arrangement. A joint check arrangement must be approved by OCR!

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

Mohammed Kabir, PHR/Sr. EO Federal Compliance Officer

Office of Civil Rights
District Department of Transportation
55 M Street, SE, 3rd floor
Washington, DC 20003
(202) 299-2190
Mohammed.Kabir@dc.gov

CONTRACT ASSURANCE /DBE CONTRACT GOALS:

CONTRACT ASSURANCE

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

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI, please contact the Office of Civil Rights, 55 M Street S.E. 3rd Floor. Washington, DC 20003. Our telephone number is: (202) 671-2620

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

DBE CONTRACT GOALS:

The bidder shall subcontract 3 percent of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation

demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

DDOT
Office of Contracting and Procurement
55 M Street S.E. 7th Floor
Washington, DC 20003

Because a DBE contract goal has been established for this contract, only bidders who demonstrate good faith efforts to meet this goal will be considered responsive by doing either of the following:

- (A) Providing a DBE Plan that includes documentation that it has obtained enough DBE participation to meet the goal; or
- (B) Providing documentation that it has made adequate good faith efforts to meet the goal, even though it did not succeed.

(A) DBE Plan shall include, but is not limited to the following:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts, as described below shall be submitted.

(B) Documentation of Adequate Good Faith Efforts Bidders who are unable to document that it has obtained enough DBE participation to meet the goal, must provide documentation showing that it made adequate good faith efforts to meet the goal, even though it did not succeed.

Demonstrating good faith efforts means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The following is a list of types of actions which will be considered as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

The Office of Civil Rights takes the process of substitution of DBE firms on federal-aid contracts very seriously. Therefore, substitution of DBE firms will not be considered without proper written documentation and until all efforts to correct any disagreements have been made and both parties agree to the substitution.

- **"No terminations or substitutions of DBEs are allowed without the written prior approval by the Office of Civil Rights and following all requirements in 49 CFR Part 26.53 (f) (1)-(6)."** If a substitution is necessary the new firm must be within the same NAIC Code as the previous DBE firm and must be approved by the Office of Civil Rights. All requests should be submitted to Mohammed Kabir, PHR, Sr. EO Local and Federal Compliance Officer, Office of Civil Rights, 55 M Street, SE 3rd Floor, Washington, DC 20003.

DDOT/WMATA DBE Directory:

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

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

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

Leutisha Stills, Equal Opportunity/DBE Program Specialist

DDOT Office of Civil Rights
55 M Street, S.E., 3rd Floor
Washington, D.C. 20003
(202) 671-0479
Leutisha.Stills@dc.gov

Catherine Svoboda, DBE & Compliance Specialist

WMATA - DBE
600 Fifth Street, NW, 3C
Washington, DC 20001
202-962-1854
csvoboda@wmata.com
http://www.wmata.com/business/disadvantaged_business_enterprise/dbe_search.cfm

The above-referenced contract has DBE Utilization goals which you are required to meet as a material term of your contract. A Contractor's failure to carry out its commitment regarding DBE participation in the course of the Contract's performance may constitute a material breach of the Contract; and failure to meet commitments may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided. It is the Contractor's responsibility to report on its DBE participation.

MONTHLY EMPLOYMENT UTILIZATION REPORT

CONTRACT NO. _____ **DISTRICT DEPARTMENT OF TRANSPORTATION MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT** 1. REPORTING PERIOD FROM / / TO: / /

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

2. PROJECT NAME, LOCATION AND % COMPLETED _____ 3. CONTRACTOR'S NAME: _____ 4. CONTRACT AMOUNT \$ _____

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

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

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

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

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

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

APPLICABILITY OF LAW REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Provision of Section 230, Title 23, United States Code applies to this federally aided contract. Sections 102.04, 103.02(E) and (H) of the Standard Specifications for Highways and Structures dated 2005, Revised 2007 do not apply. All references to Mayor's Order 85-85 should be disregarded.

APPRENTICESHIP PROGRAM

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

APPRENTICES AND TRAINEES

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

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

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

EMPLOYMENT OF THE HANDICAPPED:

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

UTILIZATION OF MINORITY BANKING INSTITUTIONS:

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

MONTHLY EQUAL EMPLOYMENT OPPORTUNITY UTILIZATION REPORTS:

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

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

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

EMPLOYEE TRAINING REQUIREMENTS

EMPLOYEE TRAINING REQUIREMENTS

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

<u>CRAFT</u>	<u>NUMBER</u>
Laborer/Landscape Workers	4

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

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

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

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

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

APPRENTICESHIP PROGRAM:

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

APPRENTICES AND TRAINEES:

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

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

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

WAGE DETERMINATION NO. DC150001

General Decision Number: DC150001 09/11/2015 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.

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
12	09/11/2015

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
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	20.86	5.46

ASBE0024-005 10/01/2013

	Rates	Fringes
Fire Stop Technician.....\$ 26.06	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 or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BOIL0193-001 01/01/2014

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

BRDC0001-001 05/03/2015

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

BRMD0001-004 05/03/2015

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....\$ 36.62	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 06/01/2015

	Rates	Fringes
Electricians.....	\$ 42.80	15.33

 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.

 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.

 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.

 IRON0005-001 06/01/2015

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

 IRON0201-001 05/01/2015

	Rates	Fringes
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Ironworkers:

Reinforcing.....\$ 27.50 18.58

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

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

GROUP 6: Powderman, master form setters.

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

GROUP 8: Licensed powdermen.

LABO0657-004 06/01/2015

	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

LABO0657-005 06/01/2015

	Rates	Fringes
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

MARB0002-003 05/03/2015

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

MARB0003-001 05/03/2015

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

MARB0003-004 05/03/2015

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

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

PLAS0891-001 02/01/2014

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

PLAS0891-002 06/01/2014

	Rates	Fringes
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)).

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.

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