GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF TRANSPORTATION

INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION

INVITATION FOR BIDS

DCKA-2017-B-0074

PROJECT:  City-Wide Traffic Safety Improvement

FAP NO.:  HSIP-2016 (049)

Bids shall be Publically Opened By The Office Of Contracting and Procurement, Bid Room, located at 55 M Street, S.E., 4th Floor, Washington, D.C. 20003
Bids Shall Be Opened On December 22, 2017 At 2:00 P.M.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

TITLE PAGE -- SPECIFICATIONS

ISSUING OFFICE:

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

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

ADDRESS TO: Ms. Fatmata Tibbs
Office of Contracting and Procurement
District Department of Transportation
55 M Street, S.E., Suite 400
Washington, D.C.  20003

City-Wide Traffic Safety Construction    FAP No.: HSIP-2016 (049)
Prospective Bidders:

Bids shall be publicly opened by the Office of Contracting and Procurement, 55 M Street, SE, 4th Floor, Washington, D.C. 20003.

Pre-Bid Conference shall be held on December 18, 2017 at 2pm.

Last day to submit questions shall be December 8, 2017 at 3:00pm. Bidders must include the Solicitation number in the subject line and email questions to: jamila.yore@dc.gov.

Bid Opening shall be on December 22, 2017 at 2:00 P.M.

Disadvantaged Business Enterprise (DBE) Goal: 15%

To bid this contract, see the Bid Forms and Proposal; fill out all forms, along with Bid Guaranty as required, and submit them prior to the time of bid opening.
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SPECIAL PROVISIONS

This document contains provisions, requirements, and instructions pertaining to this Contract:

City-Wide Traffic Safety Construction

Invitation No.: DCKA-2017-B-0074

FAP No.: 2016049

This document consists of:

SPECIFICATIONS: Pages I thru ix and pages 1 thru 49 and appendices (with number of pages listed on page x).

BID FORM AND PROPOSALS: Pages a, b, c, d, and pages 1 thru 29, including PAY ITEM SCHEDULE.

CONTRACT PLANS: Sheets 1 thru 124.

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

The following documents are applicable to these Special Provisions and are incorporated into the Contract by reference:

This is a Federal-Aid Contract. Special Contract Provisions Federal-Aid Construction Contracts, FHWA-1273 (2012) (Appendix 07, attached)

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

This document supplements and modifies CONTRACT PLANS; AND STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2013.

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

DDOT Green Infrastructure Standards (2014), Supplement to Standard Specification for Highways and Structures

In the PAY ITEM SCHEDULE, the first three-digit portion of each pay item number refers to the section of the STANDARD SPECIFICATIONS in which the item is described. This Invitation for Bids describes the item further.

Headings are for the convenience of the bidders only; they are not intended to distinguish between contract requirements.

Bidding Instructions

1. SCOPE OF WORK

This project involves individual work assignments for the installation, and reconstruction of small to medium scale safety improvements on roadways and at intersections within the District of Columbia. Work assignments shall be issued to the Contractor in the form of a Notice to Proceed Letter along with all necessary engineering drawings and special provisions. At times depending upon the nature and complexity of the work assignments, field meetings may be necessary at certain site locations.

Work is to be performed by the contractor at high accident locations in the District of Columbia. Improvements constructed by the contractor are intended to correct deficiencies contributing to traffic accidents. DDOT shall provide conceptual designs prepared by consultants to the contractor. The contractor shall employ the services of an engineering consultant to produce detailed, scaled engineering drawings consistent with DDOT requirements and featuring enough detail to ensure construction. Whenever
necessary, the drawings shall feature detailed underground utility information. Detailed underground utility information shall be provided when necessary. The contractor shall execute construction of these improvements following receipt of the drawings accompanied by the Notice to Proceed Letter.

This is a non-exclusive contract. It does not include all work expected to be performed in the District of Columbia. Therefore, at times other contractors may be performing similar work that is not associated with this Contract.

There are three categories of work expected to be performed under this contract: Safety, Traffic Signal, and Street Light work.

A. Category I Safety Improvements:

The work under this section shall include, but is not limited to, the installation or renewal of signs, installing ADA compliant handicap ramps, replacement/upgrade of MUTCD compliant traffic signals, refurbishing or the placement of new pavement markings, repaving of roadway, installation or modification of medians, islands, curb extensions, bus turnout, sidewalk, channelization of pedestrian pathways, standardization of conflicting signage, improving drainage systems, adding turning lanes, and other geometric changes needed.

B. Category II Traffic Signaling:

The work under this section shall include, but is not limited to the installation or modification of vehicular and pedestrian traffic signals and cabling on poles and mast arms, pedestrian and vehicular actuation devices, handicap and wheelchair ramps, pavement markings, conduits, placement of manholes and hand holes, controller and cabinets.

C. Category III Street Lighting:

The work under this section shall include, but is not limited to the removal and installation of streetlights, removal and installation of pole foundations, streetlight with luminaries, kits, globes, photo controls, feeder cables, installation of manholes and hand holes, installation of conduits and cable, supply of power, utility search and identification, removal and reinstallation of signs attached to streetlight poles.

All work shall be performed in accordance with these special provisions, individual work assignment and appropriate provisions of the 2013 Edition of the D.C. Standard Specifications for Highways and Structures, and material specifications and drawings in the appendix of the document. In addition, all
work shall be performed in conformance with applicable provisions of the latest editions of the D.C. and the National Electrical Code, technical journals of the American Association of State Highway and Transportation Officials (AASHTO), the Institute of Transportation Engineers (ITE), the Transportation Research Board (TRB) and the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

All work shall be performed in a neat, professional, workmanlike manner and subject to approval by the Engineer. This shall include cables in the controller cabinet, manholes, hand boxes and pole transformer bases shall be neatly arranged, tied and securely racked.

The work to be performed, which shall be as indicated specifically on the work assignments or as directed by the Engineer, includes but is not limited to:

1. The project covers all areas within the District of Columbia.
2. The contract shall be administered by the Traffic Engineering and Signals Division (TESD) of the District Department of Transportation.
3. The contractor shall respond to work assignment as specified in the Contract Documents and as provided by the Engineer’s work assignment. The Contractor shall have sufficient forces and Bid Items materials in stock to perform an assignment. All such materials shall be approved by the District Department of Transportation.
4. The contractor is responsible for Temporary Traffic Control at all times. The standards are those in or referenced in this contract at the time of the bid opening. Nighttime work may be required at the direction of the engineer, however no additional compensation shall be allowed and the cost for this work shall be incidental to other pertinent bid items.
5. Repairs to existing structures which include curbs, gutters, sidewalks, driveway entrances, utility cuts, base pavements, constructing corner cut backs, resetting stone curb, replacing existing curb, furnishing sewer-water manhole frames and basin tops, constructing wheelchair/bicycle/pedestrian ramps, necessary grading and excavating as may be required and other miscellaneous and incidental work needed to complete the project, all as directed by the Engineer.
6. Repairs to curbs, gutters, PCC base, and sidewalk slabs should be performed prior to removing or milling the asphalt surface.
7. Installation of traffic signal pole, streetlight poles.
8. Installation of electrical manholes and hand boxes.
10. Installation and removal of static, metal signs.
11. Removal of existing above-ground traffic signal and street light equipment including traffic signal controllers and cabinets, metal poles, electrical cable, vehicular, bicycle and pedestrian signal heads, and street light luminaries.

12. Installation of aboveground traffic signal equipment including traffic signal metal poles, mast arms, vehicular and pedestrian signal heads, pedestrian bicycle and vehicular detectors, and street light equipment.

13. Installation of underground electrical conduit for traffic signals and streetlights.


15. Installation of temporary and Permanent Street cut repairs.

16. Resurfacing of roadway(s) along various locations, citywide.

17. Installation of steel plating over roadway repairs to maintain traffic during rush hours until such time when the Contractor could make the area safe for vehicular traffic, or as directed by the Engineer. No direct Measure and Payment for steel plating shall be made. Cost of steel plating shall be reflected and distributed among other pay items.

18. Where required on the engineering plans, and consistent with the District of Columbia’s pavement restoration policies, the contractor shall conduct pavement profiling (milling) to depth of two (2) inches or as specified in the drawings and replace the removed material with superpave mix, as detailed in the special provision.

19. Adjust any necessary manholes and boxes to grade, prior to applying tack coat before laying a single course of AC Surface, to a depth of one (1) to two (2) inches.

In areas of finished concrete pavement locations, the work also includes repairing these locations in kind as directed by the Engineer. Usually, these locations shall not require asphalt overlay surface course. There shall be no replacement of whole block of concrete pavement. Only defected panels of concrete pavements shall be replaced. In areas of concrete pavement or asphalt pavement, it is contractor’s responsibility to lay concrete or asphalt to correct transverse and longitudinal slope.

The Contractor shall be fully responsible for protection against damages for the duration of the Contract of all the utility structures within the Contract limits and adjacent thereto. The utilities include but are not limited to public and/or private water, sewer, electricity, gas and communications lines. No separate measurement or payment shall be made. Cost of this protective work shall be reflected and distributed among the Contract pay items.

Work also includes all incidentals needed to complete the project as shown on the Contract Drawings, Specifications and the Invitation for Bids.
2. **CONTRACT TYPE**

1. **Term of Contract**

   In accordance with Title 27 DCMR, Chapter 24, the District contemplates award of an indefinite-delivery indefinite-quantity contract. The Contract shall have a base term of one (1) year, with four (4) one (1) year options. 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.

2. **Option To Extend The Term of The Contract**

   A. 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 shall 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 requirements by providing written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

3. **DELIVERABLES**

   A. 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, when and if ordered, the supplies and/or services specified in the Schedule up to and including the maximum of five million dollars ($5,000,000.00) per year. The District shall order at least the minimum amount of one-hundred thousand dollars ($100,000.00) for the base year and each of the four option years. The minimum and maximum shall be the same for all option years.

   B. There is no limit on the number of task orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any task 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.
4. **COORDINATION WITH OTHERS**

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

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

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

5. **AUTHORIZED DISTRICT REPRESENTATIVES**

**Contracting Officer (CO):** Fatmata Tibbs  
Office of Contracting and Procurement  
District Department of Transportation  
202-741-5381  
Fatmata.tibbs@dc.gov

**Contract Administrator (CA):** Clarence Dickerson, P.E.  
Infrastructure Project Management Administration  
District Department of Transportation  
202-671-4586  
Clarence.dickerson@dc.gov

6. **CONTRACT ADMINISTRATION**

A. Contracting Officer (CO)
Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The Contracting Officer is the only District official authorized to contractually bind the District. Authorized Changes by the Contracting Officer:

1. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

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

3. In the event the Contractor effects any change at the discretion of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

B. Contracting Administrator (CA)

1. CA Responsibilities

   The term CA is synonymous with the term District’s Engineer for this Contract. The CA shall have the responsibility of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The CA shall act as the Contracting Officer’s (CO) representative for technical matters, providing technical direction and discussion as necessary with respect to the specifications or statement of work, and monitoring the progress and quality of the Contractor’s performance. Other responsibilities include the following:

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

   b. Coordinating site entry for Contractor personnel, if applicable;

   c. Reviewing and approving invoices for fixed-price 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, and equipment) and invoices/vouchers.

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

a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
b. Grant deviations from or waive any of the terms and conditions of the Contract;
c. Direct the accomplishment of effort, which is beyond the scope of the statement 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 CA 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.

7. **BID DOCUMENTS**

Section 102.01 Article 2, “Bid Documents,” is modified and supplemented as follows:

The Solicitation, including all referenced and attached documents, the Special Provisions, drawings, and addenda, which form the basis of any bid, shall be considered as part thereof and shall form part of the bid. Copies of these documents shall be furnished to or made available for the inspection of prospective Bidders by that office indicated in the Advertisement or invitation.

8. **PRE-BID CONFERENCE**

Prospective bidders are invited to attend a meeting to discuss the proposed work under this Contract. The meeting shall be held at 55 M Street, SE, Suite 400, Washington, DC 20003. If the room number, date and time are not included in this Invitation for Bids, Bidders shall be notified of the room number, date, and time by addendum.
District Department of Transportation (DDOT) representatives shall be available to answer questions relative to the work. Prospective bidders who expect to attend should inform the Department prior to the meeting date. Any pertinent data or change resulting from the conference shall be included in any addendum issued to all perspective bidders after the conference; however, the importance of attending the meeting is stressed. Any questions or conflict identified prior to bid should be brought out during this meeting.

9. **EXAMINATION OF DOCUMENTS**

This paragraph supersedes Section 102.01 Article 3, “Examination of IFB Documents and Site of Work.”

Bidders should thoroughly familiarize themselves with the terms and conditions of this IFB. Bidders shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the Work required herein due to their failure to become acquainted with all Bid Documents, schedules and liability concerning the Work to be performed.

10. **SITE INVESTIGATION – CONSTRUCTION**

This paragraph supplements paragraph 8, above, and supersedes Section 102.01 Article 3, “Examination of IFB Documents and Site of Work.”

Bidders should take steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the performance of the Work; (6) all conditions related to site access, required permits, utilities coordination, and local jurisdictions’ requirements; and (7) the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from the Drawings and Specifications made a part of the Contract.

Bidders are on notice that the Bidder awarded the Contract shall be responsible for estimating properly the difficulty and cost of successfully performing the Work, and successfully performing the Work, without additional expense to the District or extension of time.
11. **BID PREPARATION AND SUBMITTALS**

Section 102.01 Article 4, “Preparation of Bids,” is modified and supplemented as follows:

Bidders must exercise special care in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the Contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. All corrections on the bid documents must be initialed by the person signing the form.

A. Bid Form and Proposal

   The Bidder must fill out and execute all forms included in the Bid Forms and Proposal and submit them to the DDOT Office of Contracting and Procurement Bid Room, 55 M Street SE, 4th Floor, Washington DC 20003, prior to the time of bid opening (see cover page).

1. The Bid Guaranty may not be stapled to the bid package, but must be enclosed separately.

2. The Bid Form and Proposal for this Invitation for Bids includes the following attachments:

   a. Bid Bond
   b. Bid Form
   c. Pay Item Schedule
   d. Non-Collusion Affidavit
   e. Certification of Eligibility
   f. Certification Regarding Debarment
   g. Disclosure of Lobbying Affidavit
   h. Certification for Grants, Loans and Cooperative Agreement
   j. Payment to Subcontractors and Suppliers Certificate
   k. DBE Solicitation Certification
   l. Tax Certification Affidavit
   m. Bidder/Offeror Certification
   n. Past Performance Form

B. Bid Tabulations
By submitting a bid, the bidder acknowledges and agrees that information submitted with its bid, including its name and bid pricing, shall be made available for public inspection. All bids received in accordance with the terms of this Solicitation shall be publicly opened and announced. The Contracting Officer shall prepare tabulations of bids and publish them on a District website. Published information may include all details of bid items, unit prices and total bid prices. Any material other than pricing that a bidder deems proprietary must be clearly marked and be readily separable from the bid and pricing documentation. The District makes no guarantee as to the accuracy of, and is not responsible for any errors in, the publication of bidder names, bidder price/pricing or any other bid information.

12. **STANDARDS OF RESPONSIBILITY**

This paragraph supersedes 102.01 Article 1, “Qualifications of Bidders.”

To be considered responsible, bidders must have the capability in all respects to perform fully the contract requirements; therefore, the apparent low bidder must be able to demonstrate to the satisfaction of the District that it meets the requirements of this paragraph.

A. **General Standards of Responsibility**

To be determined responsible, the apparent low bidder must demonstrate that it:

1. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
2. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
3. Has a satisfactory performance record;
4. Has a satisfactory record of integrity and business ethics;
5. Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
6. Complies with the applicable District licensing and tax laws and regulations;
8. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
9. Has not exhibited a pattern of overcharging the District;
10. Does not have an outstanding debt with the District or the federal government in a delinquent status; and
11. Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

B. Past Performance

In determining whether the apparent low bidder has a satisfactory performance record, the District may consider public information, as well as the past performance information provided with the apparent low bidder’s bid submission.

13. BID GUARANTY

This Special Provision supplements Article 12(A) of the Standard Specifications.

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

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

14. PROTESTS

Standard Specifications Section 103.01, Article 8 is modified and supplemented as follows:

The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001.

15. PRICE REASONABLENESS
All bids must include reasonable prices. The Contracting Officer may reject all bids containing prices determined to be unreasonably high.

16. **PRICE REALISM**

All bids must include realistic prices. The Contracting Officer may reject any bid that includes prices that appear so low as to indicate the Bidder’s failure to comprehend the scope and complexity of the Work or the Bidder’s willingness to assume commercial risk to a degree that endangers successful completion of the Project.

17. **UNBALANCED PRICES**

All bids must include balanced prices. The Contracting Officer may reject any bid determined to be unbalanced. A bid may be deemed unbalanced if the Base Contract Price, unit prices, option prices or bid rates vary so markedly from either the District estimate or the range of such prices contained in competing bids as to materially reduce the effectiveness of the Total Evaluated Price formula in determining the potential cost of a bid in comparison to other, balanced, bids.

18. **EVALUATION OF BIDS AND AWARD OF CONTRACT**

The District intends to award a single contract resulting from this Solicitation to the lowest responsive and responsible Bidder subject to the conditions herein.

The Department of Transportation intends to award this Contract within ninety (90) calendar days. However, if for administrative reasons, the District is unable to make an award within this time period, the Department shall request the Contractor and his/her surety to extend the bid bond for an additional sixty (60) days.

19. **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 multi-year contract actions and contract action over one million dollars.

**Contract Terms and Conditions**

20. **COORDINATION WITH THE POTOMAC ELECTRIC POWER COMPANY:**

The Potomac Electric Power Company (PEPCO) shall furnish power for the street lighting and traffic signal systems. All work involved with PEPCO facilities shall be performed in conformance with the PEPCO requirements. The Contractor shall install the new feeder cables into Pepco’s facilities, under Pepco’s supervision and inspection. All new service taps onto Pepco’s electrical system shall be done PEPCO forces.

It shall be the Contractor’s responsibility to notify and coordinate with PEPCO throughout the construction of the project in connection with all PEPCO services and facilities in the construction area, such that removal and restoration of services can be done in a timely and orderly manner at all times. Construction delays as a result of inadequate coordination shall be the Contractor’s responsibility.

It should be noted that the D.C. electrical system is un-fused, unprotected with no disconnecting means other than cutting the cable from the feed source. The contractor shall be expected to perform electrical work on D.C. cables with the knowledge that the circuits are energized.

The contractor shall coordinate with PEPCO for the following:

A. Payment to PEPCO for manhole entry before any entry into their manholes.

B. Payment to PEPCO for any PEPCO forces work (SLF and TSF – Word Orders).

C. To have each “PEPCO MANHOLE” inspected by PEPCO forces in the presence of the Electrical Contractor on this contract for safety, clearing of the cables racked on the walls, spotting of the wall for new conduit penetrations and the knowledge of the location of each feed manhole for the streetlights.

D. Calling PEPCO when it is necessary for PEPCO Forces to make the taps onto their Electrical System to energize the street lighting and signal systems.

E. Calling PEPCO for the final inspection of their manholes after all electrical work is complete in the PEPCO manholes as called for in this contract.
All work performed within PEPCO facilities shall be performed in conformance with all PEPCO requirements. The Contractor shall initiate communication with PEPCO as early as possible after execution of this contract for the purpose of establishing scheduling guidelines to exchange telephone numbers between principal points of contact and to develop a contractual relationship to facilitate payment. The PEPCO representative shall be:

Manger
Distribution Engineering – D.C.
Potomac Electric Power Company
701 Ninth Street, NW
Washington, D.C. 20068
Telephone (202) 388-2322
Facsimile (202) 872-2032
E-mail glkeeler@pepco.com

21. **CONTRACTOR’S EMPLOYEES**

A. The contractor shall be required to furnish sufficient, competent manpower to complete the work within the scheduled contract time. The contractor shall determine the number of people and the amount of equipment required to achieve this goal.

B. The prime contractor shall be an electrical contractor licensed and bonded in the District of Columbia. The contractor’s electrical work must be under the direction of a Master Electrician or an Electrical Engineer licensed in the District of Columbia. Any subcontractor retained to perform electrical work shall also be an electrical contractor licensed and bonded in the District of Columbia. Incidental Construction including conduit, manhole and foundation construction, temporary and permanent street cut repairs, and foundation removal may be subcontractor to a qualified general contractor.

C. It shall be the responsibility of the contractor to commit and allocate sufficient personnel, material, and equipment resources to this contract to ensure completion of all tasks within the specified time periods.

D. The contractor’s employees installing electrical devices must be licensed in the District of Columbia as Master Electrician, Electrician, or Apprentice Electrician. An Electrician or Master Electrician must supervise apprentice electricians on the job site.
E. A minimum of three of the contractor’s employees must have demonstrated experience in the installation of traffic signal heads. These employees must be at least Level II IMSA Certified, and have experience working in and around the Type 170 and 2070 microprocessor based solid state traffic signal controllers and related equipment. Contractor employees must demonstrate experience with installation of CCTV, Detector systems, and other ITS elements used within the District of Columbia. Contractor employees must demonstrate experience in installation and wiring of traffic signal related equipment within 336S style traffic cabinets, and traffic signals and various types of detections systems, including APS equipment. Proof of certification shall be a requirement for consideration as a responsive bidder. A copy of the employee’s Level II IMSA certification shall be submitted with the contractor’s bid. The contractor shall retain an employee with these minimum credentials during the entire contract. This is the only contractor employee who shall be permitted access to the controller cabinet. A Level II IMSA Certified Traffic Signal Technician is required to be on the job site during the performance of all electrical work related to the construction of the traffic signal.

22. **CONTRACTOR’S IDENTIFICATION**

This Special Provision supplements Section 102 of the Standard Specifications.

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.

23. **INSURANCE**

A. **GENERAL REQUIREMENTS**

The Contractor at its sole expense 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-/ VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.
The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. **Commercial General Liability Insurance (“CGL”)** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

2. **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13
(or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers’ Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of employer’s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 per policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $5,000,000 per occurrence or claim, $5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. **Environmental Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $10,000,000 per claim or per occurrence for each wrongful act and $10,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

7. Railroad Protective Liability Insurance (RPL) - The Contractor shall provide evidence satisfactory to the Contracting Officer of a RPL policy with respect to activities Contractor, or any of its officers, agents, employees, members, successors and assigns, or subcontractors, perform within fifty (50) feet vertically or horizontally of railroad tracks, but only prior to the initiation of any such activity, Contractor shall provide Railroad Protective Liability Insurance (ISO CG 00 35 or equivalent), in the name of The Government of the District of Columbia. The policy shall have limits of liability of not less than Ten Million Dollars ($10,000,000.00) per occurrence, combined single limits, for coverage A & B, for losses arising out of injury to or death of any person, and for physical loss or damage to or destruction of property, including the loss of use thereof. A Ten Million Dollar ($10,000,000.00) annual aggregate may apply. (applies if construction is near any railroad)

8. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or
(ii) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

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. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

E. 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.

F. 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 the insurance and bonds in the contract price.

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

H. 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:

Fatmata Tibbs
Office of Contracting and Procurement
The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I. 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.

J. CARRIER RATINGS. All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.

24. ORDER OF PRECEDENCE

This paragraph supersedes Section 103.01 Article 2 “Order of Precedence.”

The Contract Documents are complimentary, and different requirements within the Contract Documents shall only be deemed in conflict if compliance with both cannot be achieved. In the event of a conflict between the terms of the Contract, the Contract Documents apply in the following order of precedence:

1. Federal contract requirements
2. Task Orders and Modifications
3. The Contract
4. Contract Attachments, including Special Provisions and drawings, other than Federal Contract Requirements
5. DDOT Standard Specifications for Highways and Structures (2013)
6. Other DDOT Standard Specifications
7. Utility Standard Specifications

In addition:

8. Original scaled drawings and details have priority over other different scale drawings and details; and

9. Large scale drawings and details have priority over small scale drawings and details.

25. **SUBCONTRACTING**

The Contractor shall use the Subcontractor Approval Request Form (DDOT Form 120-KA Subcontractor Approval Request Form) to request approval of subcontractors on this project. The form should be completed for each subcontractor requested for approval and submitted to the Contracting Officer. A copy of the form is attached to this Invitation for Bids.

The Contractor shall make copies of subcontracts available for review at any time by representatives of the District Department of Transportation and Federal Highway Administration.

26. **DISPUTES**

This paragraph supersedes Section 103.01, Article 7 of the Standard Specifications.

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

A. **Claims by the Contractor against the District**

“Claim,” as used in paragraph (A) 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 the 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.

1. All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer (CO) 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. 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 CO.

   The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

2. The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

   The CO’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 CO’s final decision; and
Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

3. Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim shall be deemed to be a denial of the claim, and shall authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
   a. If a contractor is unable to support any part of its 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. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
   b. Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

B. Claims by the District against the Contractor

“Claim,” as used in paragraph (B) 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 the 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.

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

2. The CO shall send written notice of the claim to the contractor. The CO’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 CO’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 CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

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

5. The authority contained in this paragraph (b) 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.

6. This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

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

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 CO.

27. **PAYMENT TO CONTRACTOR**
Standard Specifications Section 103.01 Article 9, “Payments to Contractor,” is modified and supplemented as follows:

On a monthly basis, the Contractor shall submit an invoice, prepared in accordance with the Price/Cost Schedule, for completed work. District shall make payments to the Contractor for work satisfactorily performed and accepted, less any discounts, allowances or adjustments provided for in this Contract. The District shall pay the Contractor on or before the 30th day after approval of an invoice for payment.

28. **INVOICE SUBMITTAL REQUIREMENTS**

A. The Contractor shall submit invoices in duplicate to the agency Chief Financial Officer with a concurrent copy to the Contract Administrator (CA) specified in the Contract. The address of the CFO is:

   Office of the Controller/Agency CFO
   Customer Care Division
   2000 14th Street N.W, 6th Floor
   Washington, DC
   (202) 671-2300

B. The invoice must reference the applicable Contract Line Items from the Pay Item Schedule and include the following information:

1. Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
2. Contract number and invoice number;
3. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
4. Other supporting documentation or information, as required by the Contracting Officer;
5. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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

7. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and

8. Authorized signature.

29. **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

Section 109.06, “Payment to Subcontractors and Suppliers Certificate,” is modified and supplemented as follows:

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

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

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

30. **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:
1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

2. 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.

31. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

A Disadvantage Business Enterprise (DBE) subcontracting plan (OCR DBE Utilization Form) is required to be submitted for this Contract.

If a DBE subcontracting plan is required to be submitted for this Contract, the DBE goal is stated on page 2 of this Solicitation.

If a DBE subcontracting plan is required for this Contract, and in accordance with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, the goal for DBE participation is expressed in percentage terms for the dollar value of the Contractor's aggregate workforce in each trade on all construction work on the Project.

32. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Standard Specifications Section 102.04, “Affirmative Action Program,” is modified and supplemented as follows:

For the purposes of this Paragraph II.A.3, the “Proposal Form” refers to this Invitation for Bids. Bidders are on notice that they are required to provide an Affirmative Action Plan in accordance with Section 102.04 as amended by herein.
A. The Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth in the Attachments.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Time-tables</th>
<th>Goals for minority participation in each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>28 %</td>
<td>6.9 %</td>
</tr>
</tbody>
</table>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals shall be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of Contract award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this Notice, and in the Contract resulting from this solicitation, the “covered area” is the site of the Project.

33. **TRAINING REQUIREMENTS**

The requirements of 23 CFR 230 Subpart A, Appendix B is included in this Contract at Section 103.04, “Employee Training Requirements.”
The number of trainees for this Contract is: 3

34. **NON-APPLICABILITY OF DISTRICT HIRING REQUIREMENTS**

The local hiring requirements of Section 103.02, “Contract Labor Provisions,” do not apply to this Contract.

35. **USE OF UNITED STATES-FLAG VESSELS**

Pursuant to the Cargo Preference Act and implementing regulations (46 CFR 381), the contractor agrees to—

A. Use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

B. Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

C. Insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

36. **CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS-BACON ACT)**

a) Definition.

(1) “Site of the work” is defined as:

(i) The primary site of the work. The physical place or places where the construction called for in the contract shall remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—
(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) All laborers and mechanics employed or working upon the site of the work shall 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the
building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; 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 period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics 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 all 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.

(ii) The classification is utilized in the area by the construction industry.
(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 shall approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or shall 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 Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, shall issue a determination within 30 days of receipt and so advise the Contracting Officer or shall 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 (c)(2) and (c)(3) of this clause 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.

(d) 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.
(e) 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 Construction Wage Rate Requirements statute 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.

37. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327-330)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer shall assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer shall withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under
paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

38. **COPELAND ACT (29 CFR 3)**

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

39. **BUY AMERICA REQUIREMENT**

In accordance with 23 U.S.C. 313, the Contractor shall not use steel or iron materials for permanent incorporation on the project unless such materials are manufactured in the United States. All manufacturing processes, including application of a coating, for these materials must occur in the United States; and coating includes all processes that protect or enhance the value of the material to which the coating is applied.

This requirement does not apply to temporary elements of the project, such as temporary sheet piling, falsework, detour bridges and the like.

The Contractor may request a waiver of the Buy America requirements on the grounds that:

1. The application of the requirements is inconsistent with public interest; or
2. Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities of a satisfactory quality.

The request must explain why the Contractor could not have reasonably foreseen the need for, and could not have requested, the waiver before bid closing. If the Contracting Officer determines that the explanation is satisfactory, DDOT may, but is under no obligation to, request a waiver of the Buy America requirements from the Regional Federal Highway Administrator (RFHWA). The decision by the FHWA with regard to waiver is final.

Excepted Items. The FHWA has determined that the following steel and iron materials/products qualify for an exception; they are not subject to the FHWA Buy America requirements of this Contract:
40. **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.

41. **SITE INVESTIGATION - CONSTRUCTION**

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the performance of the Work; and (6) all conditions related to site access, required permits, utilities coordination, and District requirements. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from the Drawings and Specifications made a part of the Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the District.

The Contractor is solely responsible for any conclusions or interpretations made by the Contractor based on the information made available by the District. The District assumes no responsibility for, and Contractor is solely responsible for, any understanding based upon, any representation made by any District officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in the Contract.

42. **APPLICABLE WAGE DECISION/WAGE RATES**

This Special Provision supplements Section 103.02A of the Standard Specifications.

In accordance with the applicable provisions of 29 CFR, Part 1 which requires that the correct wage determination and the appropriate wage rates therein be incorporated into this Contract, General Wage Decision No. DC 170001, Modification No. 15 dated 9/29/2017 is bound herein and contains the specific applicable wage rates, which are:
Further, in accordance with 29 CFR 1.6(c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, the executed Contract shall include all intervening modifications to the General Wage Decision. The Contractor shall be reimbursed this added labor cost.

43. **CONSTRUCTION SCHEDULING**

This Special Provision supplements Section 108.03 and is referenced to the Special Provision entitled "Construction Completion Time."

The Contractor shall submit his construction schedule three (3) weeks prior to the start of construction for approval of the Engineer. An electronic file of the schedule shall be provided with each submittal.

44. **CONSTRUCTION COMPLETION**

This Special Provision supplements Sections 108 of the Standard Specifications.

A. **Substantial Completion**

   The Contractor shall start work on the date specified in a written Notice To Proceed issued by the Contracting Officer and shall achieve substantial completion within 365 calendar days thereafter.

B. **Contract Time and Final Acceptance**

   1. The completion of the entire project and final acceptance by the District shall be accomplished in three hundred and sixty-five (365) calendar days from the Notice to Proceed date.

   2. Contract work at individual locations ordered during the base year or during any of the option years shall be performed within the following time constraints:

      a. A start work date shall be established by mutual agreement between the District’s CA and the Contractor. This date shall be consistent with the District’s service delivery schedule and shall not be impacted by the contractor’s inability to provide personnel, equipment and materials.

      b. A period of time not to exceed ten (10) working days, from the date of the “Notice to Proceed”, shall be allocated to allow the contractor to secure necessary electrical and public space permits. Formal approval of a site-specific Maintenance of Traffic plan shall also occur within this time period.
c. Depending upon the complexity of work to be performed, the contractor shall be required to complete all work except permanent street cut repairs and permanent complementary pavement markings within five (5) to twenty (20) working days following receipt of permits.

d. Restoration of all pavement cuts disrupted by underground construction shall be completed within forty (40) working days following receipt of permits. The contractor may begin permanent street cut repairs at any time following the completion of underground construction of conduits, manholes, hand boxes and foundations provided this activity does not adversely impact time constraints for other requested work.

e. Final pavement marking work shall be completed within five (5) working days following completion of Permanent Street cut repairs.

f. All work at each individual location shall be completed within fifty-five (55) to one-hundred (100) working days following the start work date. Certain projects involving less complexity shall be completed in less time to be specified by the Engineer.

g. It shall be the responsibility of the contractor to maintain a satisfactory inventory of materials to ensure achievement of these schedules. The Engineer and the contractor’s representative shall mutually establish a start work date consistent with material availability in the Notice to Proceed Letter for each individual project. The contractor’s inability to secure materials in a timely and reasonable manner shall not constitute justification for delays or lack of schedule adherence.

3. All work shall be performed in the field by the Contractor in accordance with these special provisions.

4. Under no circumstances shall the Contractor ever vacate a work site without having ensured the proper approved operation (traffic signal, stop controlled, beacon, etc.) is in service.

5. The Contractor shall not begin any subtask, which would preclude display of the accepted operation at the conclusion of the workday.

6. The Contractor may alter operations for any particular site for a time period not to exceed four (4) hours as long as the Contractor is actively working on that site and as long as proper acceptable maintenance of traffic practices are followed.

7. The Contractor shall be responsible for obtaining the services of and reimbursing Metropolitan Police Department personnel to direct traffic during the changeover from one sequence of operation to another approved sequence of operation.
8. The Contractor shall have Metropolitan Police Department personnel direct traffic in the event the Contractor must alter one or more areas of conflicting traffic.

9. Payment for Metropolitan Police Department services shall be made by the Contractor and shall be incidental to the work.

C. Scheduling Requirements

Because time is critical in completing the Contract work in this project, the payment provisions set forth in this project in the Contract documents are supplemented by the following:

1. The Contractor shall, seven (7) calendar days prior to the start of construction, submit to the Engineer for approval a detailed plan for accomplishing the work specified.

2. As a minimum, the plan shall identify in narrative, graphic and tabular form all major tasks necessary to complete the work, and the number of calendar days required to complete that portion of the Contract. The plan shall also indicate the time for each Contract element.

3. In order to complete construction within the Contract stipulated time, the Contractor may have to utilize multiple shifts and/or overtime work (including Saturdays and Sundays, if granted). The cost of multiple shifts and/or overtime work shall be included in the bid prices for the various items of work on the project and no additional compensation shall be allowed.

4. In developing the plan, the Contractor shall consider time lost due to inclement weather and during the period between December 1 and April 1. The District shall not consider any requests for partial suspension or time extension for time lost due to inclement weather.

5. An evaluation of progress is to be completed after each 10 percent increment of the Contract time has elapsed. Whenever performance falls behind the approved plan schedule by 10% or more, the Contractor shall within 15 calendar days submit to the District for review a revised plan for completing the project within the remaining time.
6. The Contractor must be aware that part of his/her work may include coordination with various Government agencies. Delay by any outside sources shall not constitute grounds for waiving of this paragraph.

7. In determining Contract time, the Contractor shall consider the location of existing utilities. The Contractor is warned that delays of a minor nature encountered through required utility adjustments by others or imprecise utility location information has been considered, and delays resulting therefrom are not a basis for time extensions.

45. **FAILURE TO COMPLETE ON TIME**

Section 108.09 of the Standard Specifications apply.

For failure to achieve Substantial Completion by the date stipulated in the Contract Documents or as may be modified by Change Order, the Contractor shall pay $2,000/day.

For failure to achieve Final Acceptance by the date stipulated in the Contract Documents or as may be modified by Change Order, the Contractor shall pay $1,100/day.

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

**Technical Requirements**

46. **ENGINEERING DESIGN SERVICES**

Pay Item Number 613 396

**DESCRIPTION:**

The contractor shall contract with one or more engineering firms qualified in a particular discipline from the DDOT Architect/Engineer Schedule to provide engineering services. The consultant shall be tasked to convert approved recommendations from DDOT’s Highway Safety Improvement Program (HSIP) studies of high hazard intersections into engineering plans suitable for construction by the contractor. The consultant...
shall also be available to make any design adjustments that may be needed during construction. The consultant shall be qualified to produce engineering designs related to all aspects of highway and pavement design, street light design, traffic signal design and signing and pavement marking orders consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and DDOT practices. The contractor/consultant team shall assume responsibility for all design errors and omissions and their deficiencies shall not constitute cause for change orders or claims.

DDOT shall assign specific tasks from the HSIP program to the contractor who shall assign the consultant the task of creating an engineering design consistent with the recommendations. The consultant shall use the DDOT approved version of Micro station to complete all required design drawings and traffic signal sequences of operation, and standard DDOT shop order and sign survey sheets. All plans shall be reviewed, signed, and approved by DDOT before they are given to the contractor for construction. Revisions to approved drawings resulting from field adjustments shall also be reviewed, signed and approved by DDOT before the contractor proceeds with construction. The consultant shall provide ten (10) prints of each standard 22” x 34” plan sheet for DDOT work order distribution. The consultant shall provide only the original signed traffic signal sequence of operation and all shop orders. All approved documents shall also be made available electronically by the consultant to DDOT. DDOT shall retain ownership of all original, signed documents produced by the consultant.

**MEASURE AND PAYMENT** - The unit of measurement shall be the Job. The contractor shall reimburse the design consultant an agreed upon annual compensation. No markup by the contractor shall be permitted; DDOT shall pay the consultant’s invoiced price. No office space in DDOT facilities shall be made available to the consultant. The unit price quoted by the contractor shall include salary, benefits, overhead, profit, equipment (including computer hardware and software), and all transportation costs.

47. **TOLERANCE IN ASPHALT SURFACES**

This S.P. supplements and modifies section 401.14 as follows.

On page 190, delete the second paragraph beginning with "Immediately following," and replace with:

"The Contractor shall constantly check the surface with a straightedge parallel to the center line while the pavement is being placed and rolled. Straight edging and back patching shall be done immediately after initial compaction and while the material is still workable."

48. **ADDITIONAL EQUIPMENT**

This S.P. supplements requirement of Article 108.05.

The contractor shall provide the project Engineer with supply containers and molds to obtain samples (specimen) for the duration of the contract.
The Contractor shall schedule the delivery of these containers and molds to the project engineer or his/her designee to insure that this delivery shall not disrupt the work in progress.

MEASURE AND PAYMENT- No Measure and Payment shall be made for this work. Cost of providing containers and molds shall be distributed among other pay items.

49.  REPAIR AND/OR REPLACE ITEMS

The unit of Measure and Payment for all Repair and/or Replace items shall include the removal of existing material and disposal of all excavated materials. All Repair and/or Replace items also includes, compaction of existing base material. All repair/replace items includes up to 3 inches in depth of Aggregate Base Course, wherever needed.

50.  CLEAN STORM SEWER STRUCTURES AND CONNECTING PIPE

Pay Item No’s.: 328 002 and 004

The provisions of section 328 apply in full.

51.  BITUMINOUS MATERIALS

SUPERPAVE BASE COURSE, 25 mm, Pay Item No.: 402 004

SUPERPAVE SURFACE COURSE, 12.5 mm, Pay Item No.: 402 010

ASPHALT PATCHING, SUPERPAVE SURFACE COURSE, 12.5 mm, Pay Item No.: 407 002

ASPHALT PATCHING, SUPERPAVE BASE COURSE, 25 mm, Pay Item No.: 407 010

The provisions of section 802 apply in full.

52.  WARM MIX ASPHALT PAVEMENTS

WARM MIX ASPHALT BASE COURSE, Pay Item No.: 413 002

WARM MIX ASPHALT LEVELING COURSE, Pay Item No.: 413 004

WARM MIX ASPHALT SURFACE COURSE, Pay Item No.: 413 006
This S.P. modifies section 413 as follows.

In section 413.03 (A.) ‘MIX DESIGN REQUIREMENTS’, include

1. WMA technology manufacturer’s recommendation for usage.
2. WMA technology manufacturer’s material safety data sheets (MSDS).

53. **ASPHALT PATCHING (Pothole)**

This S.P. supplements section 407 as follows.

Pay Item No.: 407 004

A. **General**

Work consists of removal of small isolated areas of defective asphalt paving and base and shallow depths of concrete pavements (potholes) and replacement with bituminous materials in areas directed by the Engineer. Potholes are usually less than one square yard in area, although some will be larger.

B. **Materials**

Materials shall meet the requirements of 407.02.

C. **Construction Procedures**

All defective materials shall be cut out and thoroughly cleaned of loose materials to sound pavement. The patch shall be made with materials in accordance with 409.02. The use of mechanical patching equipment is acceptable. The Contractor shall submit information regarding the equipment and proper procedures to the Engineer for approval. A demonstration of the equipment shall be scheduled prior to approval by the Engineer.

D. **MEASURE AND PAYMENT**— The unit of measure for Asphalt Patching (Pothole) shall be the ton of asphalt mixture, complete and in place. Payment for Asphalt Patching (Pothole) shall be made at the contract price per ton, which payment shall include removal and disposal of the unsuitable material, furnish and placing of the asphalt material and all labor, materials, tools, equipment and incidentals needed to complete the work.

54. **CRACK SEALING:**

Pay Item No.: 414 002
JOINT SEALING:

Special Pay Item No.: 414 003

A. GENERAL:

Work consists of routing and pressure cleaning pavement joints and cracks and placement of hot-poured joint sealing material flush with the existing roadway and striking off flush with a rubber squeegee with material no more than one half (1/2) inch on either side of the crack. A fine layer of No. 10 stone, slag dust or neat cement shall be placed on the hot poured joint sealer to prevent pickup by vehicle tires.

Pavement cracks shall be routed to a width at least one-half (1/2) inch wide and three-quarters (3/4) of an inch deep prior to cleaning. Cracks shall be thoroughly cleaned by pressure means and dried prior to placing the joint sealer material.

B. MATERIALS AND EQUIPMENT:

Materials for joint sealing shall conform to the requirements of 807.02. Mixing and placing instruction of the manufacturer shall be followed, two copies of which shall be delivered to the CA prior to any sealing operations. Defective and improperly placed joint sealers, as determined by the CA, shall be removed and replaced at the Contractor's expense.

Equipment for joint sealing operations shall conform to the requirements of 903.02

55. CONSTRUCTION METHODS

A. JOINT SEALING: Work consists of routing and pressure cleaning longitudinal and transverse pavement joints and placement of hot-poured joint sealing material. Joints shall be routed to a width of at least one-half (1/2) inch wide and three-quarters (3/4) of an inch deep prior to cleaning. Cracks shall be thoroughly cleaned by pressure means and dried prior to placing the joint sealer material. The joint sealing material shall then be placed in the joint flush with the existing roadway and struck off flush with a rubber squeegee with the material no more than one half (1/2) inch wide on either side of the crack. A fine layer of No. 10 stone, slag dust or neat cement shall be placed on the hot poured joint sealer to prevent pickup by vehicle tires.

B. CRACK SEALING: Pavement cracks, unlike joints, occur randomly across the pavement surface in all directions. The Engineer shall determine if the cracks are to be sealed or if the pavement is in such a condition as to require more comprehensive treatment. Cracks shall be routed, cleaned and sealed using the same methods as joint sealing.

C. Measure and Payment
The unit of measure for JOINT SEALING shall be the linear foot of joint routed, cleaned and sealed. The unit of measure for CRACK SEALING shall be linear foot of material in place.

Payment for JOINT SEALING shall be made at the contract unit price per linear foot, which payment shall include routing and cleaning transverse and longitudinal pavement joints and pavement cracks, furnishing and filling with joint sealing material, striking off with a rubber squeegee, placing No. 10 stone, slag dust or neat cement, collecting and disposal of all excess material and all labor, materials, tools, equipment and incidentals necessary to complete the work as specified herein.

Payment for CRACK SEALING shall be made at the contract unit price per pounds of installed material, which payment shall include routing and cleaning transverse and longitudinal pavement joints and pavement cracks, furnishing and filling with crack sealing material, striking off with a rubber squeegee, placing No. 10 stone, slag dust or neat cement, collecting and disposal of all excess material and all labor, materials, tools, equipment and incidentals necessary to complete the work as specified herein.

56. **SAWCUT & SEAL IN ASPHALT SURFACE:**

Pay Item No. 400 009

A. **Description**

Saw cut, clean and seal transverse and longitudinal joints in new Hot Mix Asphalt (HMA) overlays and shoulders. Construct transverse and longitudinal HMA pavement joints over, and in line with, the existing underlying transverse and longitudinal Portland cement concrete joints contained in the contract documents and as directed by the Engineer.

B. **Materials**

**SEALANT:** Use a sealant meeting the requirements of ASTM D6690 Type II; Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements (formerly ASTM D3405). Deliver the sealant in the manufacturer's original sealed container. The material shall be accepted on the basis that the name of the supplier and brand name appears on the current Highway Joint Sealant (ASTM D6690 Type II) Approved List and that each container is marked with the following information:

- Suppliers’ name
- Brand name of the sealant
- Manufacturer's lot or batch number
- Pouring temperature
- Safe heating temperature

Provide the Engineer with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant prior to commencing work.
**BOND BREAKER TAPE:** Use ordinary masking tape or a suitable bond breaker tape designed for use with hot poured sealants. The width of the tape shall be equal to the width of the saw cut (-1/8", +0").

C. **Construction Details:**

1. **General**

   Saw cut, clean and seal transverse and longitudinal joints as a single operation within seven (7) days after placing the top course of the HMA pavement. Saw cut, clean and seal joints that are damaged by traffic at no additional cost to the State.

   If the top course is to be placed the following Spring, saw cut all underlying courses to provide a 1 inch (25 mm) deep by 1/8 inch (3 mm) wide channel to facilitate and control reflective cracking. Provide a means of properly referencing the saw cut to be made in the top course. Saw cut all underlying courses within seven (7) days after they are placed and before any evidence of reflective cracking has developed. Do not seal these saw cuts. Include saw cutting underlying courses in the unit bid price.

2. **Saw Cutting Of Transverse and Longitudinal Joints**

   Saw cut transverse and longitudinal joints to the appropriate dimensions shown in Figure I and Figure II. Locate saw cut joints directly over the existing Portland cement concrete pavement joints using a pins and stringline method. The details of the method for locating the saw cuts are to be approved by the Engineer. Saw cutting blades shall be of such size and configuration that the desired dimensions of the saw cut can be made with one pass. Either dry or wet cutting shall be allowed. No spacers between blades shall be allowed.

   Extend transverse and longitudinal saw cut joints the full width and length of the pavement and into the asphalt shoulder to a distance one meter beyond the edge of the underlying Portland cement concrete pavement edge or as shown in the contract documents. Transverse joints that are offset at the longitudinal joint by more than 1" measured between the centers of the joint cavities require separate saw cuts terminating at the longitudinal joints.

3. **Joint Preparation**

   Prepare joints for sealing on the same day that they are to be sealed.

   Wash wet saw cut joints with a water blast (345 kPa minimum) after sawing to remove any sawing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity. Wash slurry from the pavement surface when the wet process is used. Blow or brush dry dust and material from the pavement surface when the dry saw cut process is used.

   Use a high pressure air lance or hot air lance to thoroughly clean and dry saw cut joints of dust, dirt, foreign material, sand and any other extraneous materials immediately prior to
sealing joints. Do not burn, scorch or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the joint crack surfaces. Maintain these devices and see that they are functioning properly.

Protect the public from potentially objectionable and/or hazardous airborne debris.

4. Bond Breaking

Place bond breaker tape in the bottom of the saw cut joint after it is cleaned and dried.

5. Sealant Melting

Heat and melt the sealant in a melter constructed either as a double boiler filled with a heat-transfer medium between the inner and outer shells, or with internal tubes or coils carrying the sealant through a heated oil bath and into a heated double wall hopper. The melter shall be equipped with separate thermometers to indicate the temperature of the heat transfer medium and the sealant material, positive temperature controls and with a mechanical agitator or a recirculating pump to assure a homogeneous blend of the sealant. Maintain the sealant at the pouring temperature ± 5°C indicated on the material packaging.

Check the discharge temperature of the sealant with a non-contact infrared thermometer. Discharge the sealant at a temperature between the manufacturer's recommended pouring and safe heating temperatures indicated on the material packaging. Submit an alternate method for measuring the discharge temperature to the Engineer for approval if desired.

Sealing is not permitted if the melter and discharge temperatures do not meet the requirements described above. Equip the discharge hose with a thermostatically controlled heating apparatus or insulate it to maintain the proper sealant pouring temperature. Holster the discharge hose to the melter if it is not thermostatically heat controlled. Circulate the sealant from the discharge hose and the melter to maintain the proper sealant pouring temperature.

Do not use sealant material heated beyond the safe heating temperature.

If the manufacturer's recommendations allow the sealant to be reheated or heated in excess of six hours, recharge the melter with fresh material amounting to at least 20 percent of the volume of the material remaining in the melter.

6. Sealing

Sealing is to be done when ambient air temperature is at or above 5°C.
Seal the joint by placing the applicator wand in the recess and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or sealing shoe pressed firmly against the pavement. The level of the sealer shall not be greater than 1/8” below the pavement or shoulder surface after the sealant has cooled. If the sealant sinks into the joint more than 1/8” below the pavement surface, clean it with high pressure air and fill it to 1/8” below the pavement surface. Properly sealed joints shall be watertight and present a neat fine line.

Do not allow traffic on the sealed joint until the sealant has cured so as not to track. Use a low pressure, light spray of water to accelerate cooling of the sealant. Blotting the sealant with fine aggregate is not allowed.

Remove and dispose sealant in excess of the amount depicted in Figure I or that has not bonded to both sides of the reservoir. Clean sealed joints damaged from traffic with high pressure air and reseal them to meet the specified amount at no additional cost to the State.

D. **MEASURE AND PAYMENT**—The unit of measure for this work is linear feet. In the unit bid price, include the cost of all material, equipment and labor necessary to complete the work. The Engineer shall measure the number of feet of joints properly saw cut and sealed in conformance with this specification.
New Hot Mix Asphalt Overlay

Note 1: When the total thickness of hot mix asphalt over the existing joint exceeds 115mm, a 3mm wide sawcut shall be included in the joint geometrics to a minimum depth of 65mm.

FIGURE 1

SAWCAST DIMENSIONS

<table>
<thead>
<tr>
<th>Slab Length (m)</th>
<th>W (mm)</th>
<th>D (mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day</td>
<td></td>
<td></td>
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</tbody>
</table>
57. **PERMEABLE UNIT PAVERS**

Pay Item No’s.: 605 042 and 046

The provisions of section 33.13.4 of DDOT Green Infrastructure Specifications, 2014 apply in full.

58. **POROUS FLEXIBLE PAVING**

Pay Item No’s.: 415 004 and 006

This S.P. supplements section 205 as follows.

A. **GENERAL:**

1. **DEFINITIONS:** Flexible Pervious Paving: Paving system comprised of three components: recycled passenger car tires, aggregate, and urethane binder that provides a strong, pervious, yet flexible paving.

2. **Exposure Condition, Moderate:** Exposure to a climate where the paving shall not be in a saturated condition when exposed to freezing and shall not be exposed to deicing agents or other aggressive chemicals.

3. **Exposure Condition, Severe:** Exposure to deicing chemicals or other aggressive agents or where the paving can become saturated by continual contact with moisture or free water before freezing.

4. **Base Reinforcement:** The use of a geosynthetic within the aggregate base course to enhance the performance of a paving

5. **Geogrid:** Biaxial or triaxial woven polypropylene material for base course reinforcement and confinement, and subgrade stabilization and increased subgrade load capacity

6. **Panel:** An individual paving slab bordered by joints or slab edges.

7. **Pervious Paving:** A paving comprising material with sufficient continuous voids to allow water to pass from the surface to the underlying layers.

8. **Pervious:** The property of a material which permits movement of water through it under ordinary hydrostatic pressure.

9. **Subbase:** A layer in a paving system between the subgrade and the base course, or between the subgrade and a flexible pervious paving.

10. **Subgrade:** The soil prepared and compacted to support a structure or paving system.
B. STANDARDS:

1. ASTM standards:
   a. ASTM C 666/C 666M-03, "Standard Test Method for Resistance of Concrete to Freezing and Thawing, Procedure A - freezing and Thawing in Water." Samples shall indicate only minimal mass change results after 300 nominal freeze-thaw cycles, and visual examination of the test specimens shall indicate no cracks or breaks.
   b. D 3385-03 Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer.

2. Installer Qualifications:
   a. Flexible Pervious Paving installer shall be currently certified by the Manufacturer and have successfully installed a minimum of 10,000 square feet within the mid-Atlantic region within the last year.
   b. Flexible Pervious Paving installer shall employ no less than three Manufacturer-certified Flexible Pervious Paving technicians on staff who directly oversee and perform the installations during all Flexible Pervious Paving placements, unless otherwise specified.
   c. Installer must provide a list of successful flexible pervious paving projects, including the address, square footage and photographs for each project. Manufacturer’s certifications must be presented. Installer must provide proposed mix design and samples for verification showing full thickness.

C. PROJECT CONDITIONS:

1. Traffic Control: Maintain access for pedestrian traffic as required for other construction activities.
   a. Schedule placements to minimize exposure to wind and heat before curing materials are applied.
   b. Avoid placing pervious paving if rain, snow, or frost is forecast within 24 hours. Protect fresh paving from moisture and freezing.
   c. Coarse aggregates shall meet the durability requirements of ASTM C 33.

D. FLEXIBLE PERVIOUS PAVING:
1. **Bonding**: Have the capacity to bind with: wood; steel; concrete; aluminum; compacted aggregate; enamel tile, or; fiberglass

2. **Resistance to degradation**: Resistant to: chlorine; ozone; bromine; muriatic acid; salt water; oil; transmission oil, and; hydraulic oil.

3. **Stone**: Triple-washed coarse aggregate, No. 8 coarse aggregate (3/8 to ½ inch) per ASTM C 33. Bagged and labeled as tested and certified by Flexible Pervious Paving Manufacturer.

4. **Nominal maximum aggregate size shall not exceed 1/3 of the specified paving thickness.**

5. **Rubber**: Recycled passenger tires ground to 3/8” nominal with the wire remnants removed.

6. **Binding agent**: urethane liquid prepolymer based upon Diphenylmethane-Diisocyanate.

7. **Air Entraining Agents**: Prohibited.

8. **Mix Design**: Using materials acceptable to the Manufacturer design a tentative mix and test for the consistency intended for use on the work and specified.
   
   a. The volume by weight of aggregate per cu. yd. shall be 50% of the total dry mix.
   
   b. The volume by weight of the rubber product per cu. yd. shall be 50% of the total dry mix.
   
   c. **Permeability**: Pervious infiltration rate of 2,000 gallons/square foot/hour
   
   d. Make forms with steel, wood, or other material that is sufficiently rigid to maintain specified tolerances, and capable of supporting concrete and mechanical concrete placing equipment.
   
   e. Forms shall be clean and free of debris of any kind, rust, and hardened concrete.
   
   f. **Form release**: Bio-diesel or vegetable oil coating.
   
   g. Only an equal or better alternative pervious surface can be used as long as it is approved by the District Department of Transportation’s Urban Forestry Administration.

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E. **CONSTRUCTION**

1. **Execution**:
   
   a. Prepare subgrade as specified in the contract documents or as directed by the Engineer. Porous Flexible Paving has a thickness of 2”, over Clean Coarse Aggregate (#57 stone) with 95% compaction per AASHTO T-180, with a minimum thickness of 4 inches or over other approved types of structural soil, over stabilized sub-base.
b. Construct subgrade to ensure that the required paving thickness is obtained in all locations.

c. Keep all traffic off of the subgrade during construction to the maximum extent practical. Regrade subgrade disturbed by delivery vehicles or other construction traffic, as needed.

d. Compact the material added to obtain final subgrade elevation.

e. Determine subgrade permeability in accordance with ASTM D3385 before pervious paving placement. Confirm that subgrade permeability meets requirements of Contract Documents.

f. Prepare subbase in accordance with contract documents or as directed by the Engineer.

g. The layer of subbase is installed over a Geotextile Mirafi 140N and root barriers are installed to ensure roots do not attempt to affect surrounding structures.

h. Set, align, and brace forms so that the hardened paving meets the tolerances specified herein.

i. Apply form release agent to the form face which shall be in contact with pervious paving, immediately before placing paving.

j. The vertical face of previously placed concrete may be used as a form.

k. Protect previously placed paving from damage.

l. Do not apply form release agent to previously placed concrete.

m. Apply liquid urethane bonding agent to face of surfaces when adhesion is desired.

n. Placement width shall be as specified in Contract Documents.

2. Batching. Mixing, and Delivery:

Batch and mix on site in compliance with Manufacturer's written specifications, except that discharge shall be completed within 5 minutes of the introduction of urethane to the dry products.

3. Placing and Finishing Paving:

a. Do not place pervious paving on frozen or wet subgrade or subbase.

b. Deposit pervious paving either directly onto the subgrade or subbase by wheelbarrow or by material handler onto the subgrade or subbase, unless otherwise specified.
c. Deposit pervious paving between the forms to an approximately uniform height.

d. Spread the pervious paving using a come-along, short-handle, square-ended shovel or rake.

e. Use steel trowels to finish to the elevations and thickness specified in Contract Documents.

4. Final Surface Texture:

Final surface of pervious paving shall be smoothed with bull float and magnesium trowels.

5. Edging:

When forms are not used, bevel the edge of the top surface to a 45° slope

6. Curing:

   a. Begin curing within 20 minutes of paving discharge, unless longer working time is accepted by the Manufacturer.
   
   b. Completely cover the paving surface with a minimum 4 mil thick polyethylene sheet only if rain or sprinklers are imminent within 20 minutes. Cut sheeting to a minimum of a full placement width.
   
   c. Cover all exposed edges of paving with polyethylene sheet.
   
   d. Secure curing cover material without using dirt.
   
    e. Cure paving for a minimum of 24 uninterrupted hours, unless otherwise specified.

7. Hot-and-Cold Weather Protection:

   a. When hot weather is anticipated up to 95 degrees Fahrenheit, no special procedures are necessary.

   b. In cold weather when temperatures may fall below freezing just after an installation utilize a fan to maintain airflow over pervious paving during the curing process.
8. **Opening To Traffic:**

Do not open the paving to light vehicular traffic until the pervious paving has cured for at least 24 hours during warm weather, and 48 hours during very cold temperatures at or near freezing and not until the pervious paving is accepted by the Owner for opening to traffic.

**MEASURE AND PAYMENT** - Payment for Porous Flexible Paving shall be made at the contract unit price per ton. This payment shall include the furnishing, hauling and installation of porous pavement material as directed by the Engineer, disposal of excess materials, and all labor, material and equipment and incidentals necessary to complete the work.

59. **TREE PROTECTION**

Pay Item No.: 608 072

The requirements of 608.07 apply in full.

60. **MAINTENANCE OF HIGHWAY TRAFFIC**

This S.P. modifies section 104.02 and 612 as follows.

A. **TRAFFIC FLOW RESTRICTIONS**

The actual duration of construction at each work site shall be minimized to reduce exposure to potential hazards. The contractor’s operation shall present no interference to traffic during the peak traffic hours of 6:30 AM to 9:30 AM and 3:30 PM to 7:00 PM, Monday through Friday, except holidays.

When working on entrance or exit ramps of the freeway system, the contractor shall maintain a minimum of one eleven (11) foot wide lane for ramp traffic and, whenever possible, shall not work on the traveled portion of the ramp.

B. **TRAFFIC CONTROLS**

The Contractor shall submit to the Engineer for approval, a traffic control plan or may submit typical from the MUTCD that are applicable to perform the work prior to starting any construction. The plan shall include but not be limited to, the arrangement, size and location of such items as appropriate warning signs, traffic cones, and arrow panels. These traffic control devices shall conform to the most recent version of the MUTCD and D.C. Design Standards. The contractor shall be responsible for furnishing, installing, maintaining and removing all required traffic control devices. All devices shall be in new or like new condition.
1. Lane Closures:

When closing a lane, the Contractor shall furnish, install and maintain the necessary signs, traffic cones, and arrow panels, to affect the lane closure as outlined in paragraph 104.02(c) of the Standard Specifications and these Special Provisions.

2. Traffic Control Devices:

All temporary traffic control devices shall satisfy the NCHRP Report No. 350 testing requirements. The contractor shall provide written documentation to the Engineer reporting test results.

Approved warning signs, traffic cones, arrow panels, etc. shall be provided to ensure motorists positive guidance in advance of and through the work zone. Erection of regulatory signs such as stop, speed limit and no parking signs must be specifically authorized. Advance Warning signs shall be 48” x 48” in size and the face sheeting shall be Fluorescent Orange High Performance Wide Angle Retro reflective material or equal. Roll-up signs are approved, but they also must be 48” x 48” in size and of the same Orange Fluorescent material. Note: Mesh roll-up signs are not approved.

Sign supports shall be a spring loaded type or equivalent. 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 shall 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.

C. TRAFFIC SAFETY OFFICER

The Contractor shall have a competent, full time, Traffic Safety Officer in accordance with the requirements of 612.02(B)(1).

The contractor shall ensure the installation of signs on each approach to the work zone advising motorists that fines double in work zones in the District of Columbia.

D. MEASURE AND PAYMENT

No measure or payment shall be made. The cost for maintenance for traffic services shall be reflected and distributed evenly over unit prices as applicable.
61. **SURFACE MOUNT FLEXIBLE POST ON HEAVY DUTY AND INVISIBLE FLUSH MOUNT BASE**

Special Pay Item No.: 616 995

A. **GENERAL**

Work includes furnishing and installing Surface Mount Flexible Posts on heavy duty base or on invisible flush mount, at locations as directed by the Engineer.

B. **MATERIALS**

Davidson FG 300 UR surface mount channelizer posts or approved equivalent. The product shall be manufactured from a durable polyurethane polymer that provides very high tensile and elongation properties with superior resistance to tearing and puncture. The FG 300 UR is the "industry Workhorse" and can sustain numerous hits at high speeds. Minimum requirements include:

1. UR grade
2. 28” high
3. Post color – white
4. 3M high intensity grade reflective sheeting
5. 1.5 lb. heavy duty base or invisible flush mount base, as directed by the Engineer
6. Conform to MUTCD & NCHRP 350 standards

The Contractor shall submit samples of the product with specifications for approval by the Engineer before installation.

C. **CONSTRUCTION**

The installation of Flexible Post and Base shall be approved by the Engineer and be completed in accordance with manufacturer’s specifications.

D. **MEASURE AND PAYMENT**

The unit of measure for Surface Mount Flexible Post shall be each Flexible Post and Base installed. Payment for Surface Mount Flexible Post shall be made per contract unit price per each which payment include all labor, equipment, material and incidentals necessary for installation of Flexible Post.

62. **RAISED REFLECTIVE PAVEMENT MARKERS**
Pay Item No’s. 612 036, 038, 040, 042.

The provisions of 612.11 apply in full.

63. **THERMOPLASTIC PAVEMENT MARKINGS**

Pay Item No.: 612 054, 058, 064, 066, 068, 070, 072, 074, 076, 080, 082 and 090

The provisions of section 612.12 apply in full.

64. **PORTABLE CHANGEABLE MESSAGE SIGNS**

Pay Item No.: 612 100

This S.P. supplements 612.18

At the request of the Project Inspector, Engineer or the Traffic Services Administration, the Contractor shall provide, install, maintain and remove Portable Changeable Message Sign(s). The placement location(s) and message(s) shall be approved by the Traffic Services Administration.

A. **MEASURE AND PAYMENT**

Unit of measure for Portable changeable Message Signs shall be per each sign delivered to job site and accepted by the Chief Engineer. The total shall be the maximum number of signs required and used for any one phase of construction.

65. **TEMPORARY ORANGE CONSTRUCTION FENCE**

Pay Item No.: 604 991

The requirements of Section 604.05 of the Standard Specifications apply.

66. **FURNISH AND INSTALL PICKET FENCE RAILING, 3'-6" HT. and 4'-6" HT**

Pay Item No’s.: 709 008 and 010

This S.P. modifies and supplements 709 of the Standard Specifications:
A. **GENERAL**

Work consists of furnishing and installing a painted steel picket fence railing on sidewalks and medians of roadways as shown on the plans and as specified herein.

Work also consists of painting of all railing components, including the entire anchorage system consisting of base plate, bottom plate and anchor bolts; the furnishing and installing of neoprene pads under base plates and all labor, materials, tools, equipment and incidentals necessary to complete the work specified.

B. **MATERIALS**

Materials shall meet the following requirements:

1. Anchor Bolts - ASTM A307
2. Steel Pipes - ASTM A53, Type S, Grade B
3. Bars, Shapes and Plates - AASHTO M270 Grade 36
4. Neoprene Pads - Requirements of 820.02, Hardness 50
5. Painting - Structural Steel and Hardware as per S.P. for Paint New and Existing Metalwork.

C. **CONSTRUCTION METHODS**

Railing shall be shop fabricated with a maximum of one (1) post per panel. The Contractor shall submit shop drawings for the railing.

Prior to erection, all parts shall be inspected for damage and for chipped or marred coatings. Pieces warped, deformed or with substantial areas damaged to steel, as determined by the Engineer, shall be rejected and the Contractor shall replace such damaged parts with parts meeting specifications at his sole expense. Marred or chipped areas in paint, such as scratches, raw edges, spotting, etc., considered minor from an aesthetic or corrosion standpoint, as determined by the Engineer, shall be properly repaired in accordance with 707.03(F) of the Standard Specifications.

D. **MEASURE AND PAYMENT**

The unit of measure shall be the linear foot. Payment for PICKET FENCE RAILING shall be made at the contract unit price per linear foot in place which payment shall include submittal of shop drawings, furnishing, fabricating and installing all materials, including neoprene pads, anchor bolts, bars, shapes, steel pipes and all labor, tools, material, equipment and incidentals needed to complete the specified work.
67. **PAYMENT TO PEPCO FOR CONNECTION AND DISCONNECTION OF ELECTRICAL SERVICE TO STREET LIGHTS AND TRAFFIC SIGNALS**

Pay Item No.: 613 398

The provisions of section 614.44 apply in full.

68. **REMOVAL OF LANE MARKINGS**

Pay Item No. 612 008

The provisions of section 612.03 apply in full.

69. **EXCAVATION AND BACKFILL**

The provisions of section 613.07 apply in full.

70. **CONCRETE ENCASEMENT OF ELECTRICAL PVC CONDUIT**

The provisions of section 613.08 apply in full.

71. **FURNISH AND INSTALL MANHOLES AND HANDBOXES**

Pay Item No.: 613 034, 614 078 and 614 084

The Contractor shall furnish and install manholes and hand boxes conforming to the requirements of 613.09 and appropriate sheets from D.C. Drawing No S-2100.

72. **FURNISH AND INSTALL ENCASED PVC ELECTRICAL CONDUIT**

Pay Item No.: 613 016, 018, 036, 038, 040 and 042

The provisions of section 613.10 apply in full.

73. **FURNISH AND INSTALL GALVANIZED RIGID STEEL ELECTRICAL CONDUIT**
Pay Item No.: 613 020 and 022

The provisions of section 613.11 apply in full.

74. **REPAIR-REPLACE EXISTING PVC ENCASED ELECTRICAL CONDUIT**

Pay Item No.: 613 044, 046 and 048

The provisions of section 613.12 apply in full.

75. **FURNISH AND INSTALL PCC FOUNDATIONS**

Pay Item No’s.: 613 008, 050, 052, 054, 056

The provisions of section 613.13 apply in full.

76. **GROUNDING AND BONDING**

The provisions of section 613.14 apply in full.

77. **FURNISH AND INSTALL ELECTRICAL CABLE FOR TRAFFIC SIGNALS**

Pay Item No.: 613 098 and 100

The provisions of section 613.15 apply in full.

78. **FURNISH AND INSTALL STREET LIGHT CABLE**

Pay Item No’s: 613 024, 026 and 028

The provisions of section 614.21 apply in full.

79. **FURNISH AND INSTALL GALVANIZED STEEL TRANSFORMER BASE**
Pay Item No. 613 030

The provisions of section 613.17 apply in full.

80.  **FURNISH AND INSTALL 20 FOOT TALL STEEL TRAFFIC SIGNAL POLE**

Pay Item No. 613 058

The provisions of section 613.18 are supplemented as follows.

After receiving the Engineer’s approval of the catalog cuts, the contractor shall procure the 20 foot tall steel traffic signal pole and all hardware designated in section 825.22 of Traffic Signal Materials.

81.  **FURNISH AND INSTALL 28 FOOT 6 INCH STEEL PENDANT POST STREET LIGHT POLE**

Pay Item No.: 613 032

This S.P. supplements section 614.29 as follows.

After receiving the Engineer’s approval of the catalog cuts, the contractor shall procure the 28 foot 6 inch tall pendant post street light pole and all hardware as specified in sections 820.01 – 820.03 of Street Lighting and Electrical Materials.

82.  **FURNISH AND INSTALL 8 FOOT LONG CLAMP ON MAST ARM WITH CLAMP AND REMOVABLE END CLAMP**

Pay Item No: 613 078

The provisions of section 613.21 apply in full.

83.  **FURNISH AND INSTALL STREET LIGHT LED LUMINAIRE AND PHOTOCELL**

Pay Item 614 800, 802, 804 and 806

The provisions of section 614.37 (Luminaires) are supplemented as follows.

After receiving the Engineer’s approval of catalog cuts, the contractor shall procure LED luminaries conforming to the technical specifications contained in the Appendix of this contract.
84.  **FURNISH AND INSTALL TRAFFIC SIGNAL LIGHT EMITTING DIODE (LED) MODULE**

Pay Item No’s.: 613 150, 156, 162, 164, 166, 168, 178, 184, 190, 192 and 194

The provisions of section 613.22 are supplemented as follows.

After receiving the Engineer’s approval of catalog cuts, the contractor shall procure LED modules conforming to the technical specifications contained in section 825.09 and 825.14 of traffic signal materials. The following LED modules are used in the District of Columbia:

1. 12 inch Red Ball LED Module
2. 12 inch Red Ball LED Module with Bicycle symbol
3. 12 inch Yellow Ball LED Module
4. 12 inch Yellow Ball LED Module with Bicycle symbol
5. 12 inch Green Ball LED Module
6. 12 inch Green Ball LED Module with Bicycle symbol
7. 12 inch Red Arrow LED Module
8. 12 inch Yellow Arrow LED Module
9. 12 inch Green Arrow LED Module
10. 12 inch Overlay Lunar White Walking Person and Portland Orange Raised Hand LED Module
11. 12 inch Portland Orange Countdown LED Module

85.  **FURNISH AND INSTALL VEHICULAR OR PEDESTRIAN TRAFFIC SIGNAL HEAD ON ANY POLE**

Pay Item No.: 613 196, 202, 204, 206 and 226

The provisions of section 613.23 apply in full.

86.  **FURNISH AND INSTALL OPTICALLY PROGRAMMABLE VEHICLE SIGNAL HEAD ON ANY POLE**

Pay Item No.: 613 214, 216 and 218

The provisions of section 613.24 apply in full.

87.  **FURNISH AND INSTALL VEHICULAR TRAFFIC SIGNAL HEAD ON ANY MAST ARM**

Pay Item No.: 613 208, 210 and 212
88. **FURNISH AND INSTALL OPTICALLY PROGRAMMABLE VEHICLE SIGNAL HEAD ON ANY MAST ARM**

Pay Item No. 613 220, 222 and 224

The provisions of section 613.26 apply in full.

89. **FURNISH AND INSTALL OPTICALLY PROGRAMMABLE PEDESTRIAN SIGNAL HEAD ON ANY POLE**

Pay Item No. 613 228

The provisions of section 613.28 apply in full.

90. **FURNISH LIGHT EMITTING DIODE (LED) ELECTRONIC SIGN**

Pay Item No’s.: 613 354, 356, 358, 360 and 362

The provisions of section 613.29 apply in full.

91. **INSTALL LIGHT EMITTING DIODE (LED) ELECTRONIC SIGN ON ANY POLE**

Pay Item No’s.: 613 376 and 378

This modified by inclusion of “measure and payment” of section 613.30 are

A. **MEASURE AND PAYMENT**- Each individual Light Emitting Diode Electronic Sign installed shall be paid at the contract unit price. The price shall include the upper and lower mounting brackets, universal pole plate, all miscellaneous hardware including terminal lugs, tunnel visors, stainless steel banding materials, and all labor, equipment and materials.

92. **FURNISH AND INSTALL PEDESTRIAN PUSH BUTTON**
Pay Item No.: 613 236

The provisions of section 613.31 apply in full.

93.  **FURNISH AND INSTALL ACCESSIBLE PEDESTRIAN SIGNAL (APS) SYSTEM**

Pay Item No’s.: 613 238 and 240

The provisions of section 613.32 apply in full.

94.  **FURNISH AND INSTALL VEHICULAR, PEDESTRIAN & BIKE VIDEO DETECTION SYSTEM (VPBVDS):**

Pay item No.: 614 993

A. **GENERAL**

After receiving the Engineer’s approval of the catalog cuts, the Contractor shall furnish and install the vehicular, pedestrian and bike video detection system (VPBVDS). This Work shall include the necessary maintenance of traffic specified in these Special Provisions for installing the VPBVDS. The presence detection although might have a data collection functionality, for the purpose of this contract, it shall not be necessary to enable and configure that feature. Should data collection become necessary in the future, the feature can be enabled at a later time.

B. **REQUIREMENTS**

The system shall;

1. Be comprised of an interface device between the traffic signal controller cabinet and a minimum of 4 detection cameras.
2. Detect vehicles in real time as they cross each detection zone by processing video images and providing detection input for traffic signal controllers.
3. Be able to conduct a 24 hour detection both at night time and during severe weather conditions without additional lighting.
4. Have programmable video detection zones by either menu driven operation using a video monitor and programming device or a PC.
5. Be able to conduct detection over long range and across multiple lanes (one camera per approach).
6. Be able to retain camera settings during power outages.
7. Be capable of storing detector configurations created by the user and allow user adjustments of the created detection zones.
8. Be capable of indicating a vehicle in the detection zone on the video overlay display.
9. Be capable of directional detection zones to reduce false calls from objects traveling in directions other than the desired direction of travel for that detection area.
10. Output a constant call for each detector output channel if a loss of video occurs.
11. Fully interface with the existing traffic signal controller and traffic signal equipment cabinet.

The video detection system shall be warranted to be free of defects in material and workmanship for two years from the date of final acceptance by the Department. Ongoing software support by the supplier shall include software updates of the sensor, modular traffic signal equipment cabinet interface unit, and supervisor electronic applications. These updates shall be provided free of charge during the warranty period. During the warranty period, the supplier shall repair with new materials or components, or replace at no charge, any product containing a defect covered by the warranty. All materials returned for warranty repairs shall be made through the product distributor at no added charge to the Department.

C. MEASURE AND PAYMENT- Each vehicular, pedestrian and bike video detection system shall be paid for at the Contract unit price per Each. The price shall include the cost of all configuration, required labor, equipment including the controller interface and materials including cabling to install the VPBVDS.

95. REMOVE ABANDONED STREET LIGHT OR TRAFFIC SIGNAL POLE FOUNDATION

Pay Item No: 613 006

The provisions of section 613.50 apply in full.

96. REMOVE STREET LIGHT POLES AND STREET LIGHT EQUIPMENT

Pay Item No. 613 336
The provisions of section 614.31 apply in full.

97. **REMOVE TRAFFIC SIGNAL POLES AND TRAFFIC SIGNAL EQUIPMENT**

Pay Item No.: 613 338

The provisions of section 613.52 apply in full.

98. **MISCELLANEOUS SAFETY IMPROVEMENTS:**

Pay Item No.: 613 384

This Special Provision authorizes payment to the contractor to cover items identified in engineering drawings as being required to enhance vehicular and pedestrian safety, but not specifically cited in the pay item schedule, the project special provisions, or in the Standard Specifications for Highways and Structures 2013. Examples of such applications include flexible delineators and products evolving from emerging technologies over the life of the contract.

The contractor and the CA shall mutually agree which products can be included under this provision prior to the procurement and installation by the contractor. The contractor shall present to the CA prices for the services requested. The final price shall be mutually endorsed by both parties. The amount paid to the contractor shall come from funds established for the pay item corresponding to this special provision.

A. **MEASUREMENT AND PAYMENT** - The unit of measure shall be the Lump Sum. The contractor and the CA shall agree upon a fixed price for each individual improvement based upon mutually agreed unit prices and quantities consistent with industry standards. Payment to the contractor shall include all costs associated with the improvement including, where applicable, labor, equipment materials and incidentals.

99. **TRAFFIC SIGN PANELS**

Pay Item No. 616 014, 016, 018 and 022

This S.P. supplements section 616.03 and 616.08 as follows.
The Contractor shall furnish and install new metal signs as shown on the plans. Bonding material and mounting brackets shall be furnished for each sign, and the cost shall be incidental to the work. The cost for relocating metal signs and repositioning pedestrian pylon signs located on the centerline of the intersection, as identified on the plans, shall be incidental to this scope of work. All signs shall be erected on or relocated to traffic signal or streetlight poles, except those noted on the plans as being erected on sign posts. Green, steel U channel poles, identical to those currently in use in the District of Columbia, shall be used exclusively in lieu of wooden posts. The removal of signs from existing poles is covered in Special Provision sections entitled “REMOVE STREET LIGHT POLES AND STREET LIGHT EQUIPMENT” and “REMOVE TRAFFIC SIGNAL POLES AND TRAFFIC SIGNAL EQUIPMENT”. The removal of signs such as STOP signs mounted on U channel poles at newly signalized intersections shall be considered incidental to the project with costs covered under Pay Item No. 616 022.

A. MEASURE AND PAYMENT
The unit of measurement for traffic signs shall be the number of square feet of sign panel installed. Each square foot of sign installed shall be paid at the contract unit price. The price shall include all labor, equipment, materials and incidentals as noted above required to procure, fabricate, install, mount, relocate and reposition the signs, and to complete all work specified herein.

100. TEST PITS FOR EXISTING UTILITIES

Pay Item No.: 212 002

This S.P. supplements Section 212 as follows.

It is the Contractor’s responsibility to determine actual location of all utilities which may be impacted by the project. Information from these test holes shall be documented and included as part of the as-built plans.

A. COORDINATION WITH UTILITIES
The Contractor is required to notify Miss Utility of pending work and shall not commence work operations until 48 hours after utilities have been marked or the Contractor has received confirmation through the Ticket Information Exchange System that no utilities are present in the work vicinity. Contractor shall coordinate with the owner of the utility for any excavation above or adjacent to their facilities.

B. MEASURE AND PAYMENT
The unit of measure for Contractor’s Test Pits shall be per each. Payment or payment shall include all labor, tools, materials, equipment, excavation, back filling, compaction of fill, temporary patching, and all incidentals necessary to complete the work specified herein.
101.  **PARK BENCHES**

Pay item No.: Item 608 096

A.  **General**

The Contractor shall furnish and install PARK BENCHES as shown on the plans.

B.  **MATERIALS AND METHOD OF CONSTRUCTION**

PARK BENCHES shall be made from A36 Grade Steel having Tensile Strength 58,000-80,000 psi and Yield Strength 36,000 psi as detailed on the plan or approved equivalent.

1.  Obtain all benches from one source.
2.  Ductile iron end frames with solid steel vertical steel slats, all-welded construction.
3.  6 foot length with armrests, surface mounted to pavement.
4.  Finish: Shot blasted, etched, phosphatized, preheated, and electrostatic powder coated to a resulting thickness averaging between 8-10 mils. Powder coating shall be black in color.

The Contractor shall submit product drawings and data to the CA for selection of color and style and for approval of the product before ordering the materials.

1.  Installation shall conform to the manufacturer’s requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance. Installation of site furniture shall proceed after paving and planting have been completed.
2.  Install park benches level, plumb, true, and securely anchored at locations indicated on Drawings.
3.  Inspect and clean all components after installation. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

C.  **MEASURE AND PAYMENT**

Unit of measure for BENCH shall be each. The number shall be the actual number of Benches furnished and installed. Payment for PARK BENCHES shall be made at the contract unit price per each. Payment shall include all labor, tools, and incidentals necessary for completion of work.

102.  **LITTER BASKETS (TRASH RECEPTACLES)**
Pay Item No.: 608 106

A. GENERAL

Work under this item includes furnishing and installing litter baskets at locations shown on the plans and as directed by the Engineer.

B. MATERIALS AND METHOD OF CONSTRUCTION

Baskets shall have a 36-gallon capacity such as the model detailed on the plan or an approved equivalent and shall be installed per the manufacturer’s instruction.

1. Obtain all trash receptacles from one source.
2. All-welded construction.
3. Provide side door opening with Olite bronze bearings and stainless steel pivot pins and ¼” solid steel latch assembly.
4. Plate cover shall be No. 16 gauge.
5. Formed dome lid and with 3-anchor bolt assembly
6. Finish: Shot blasted, etched, phosphatized, preheated, and electrostatic powder coated to a resulting thickness averaging between 8-10 mils. Powder coating shall be black in color.

The Contractor shall submit product drawings and data to the CA for approval of the product before ordering the materials.

1. Installation shall conform to the manufacturer’s requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance. Installation of site furniture shall proceed after paving and planting have been completed.
2. Install litter baskets level, plumb, true, and securely anchored at locations indicated on Drawings.
3. Inspect and clean all components after installation. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

C. MEASURE AND PAYMENT

Unit of measure for LITTER BASKETS (TRASH RECEPTACLES) shall be each. The number shall be the actual number of LITTER BASKET (TRASH RECEPTACLES) furnished and installed. Payment for LITTER BASKETS (TRASH RECEPTACLES) shall be made at the contract unit price per each. Payment shall include all labor, tools, and incidentals necessary for completion of work.

103. RUBBER PARKING BLOCKS

Special Pay Item No.: 612 993
A. **GENERAL**

Work includes furnishing and installing Rubber Parking Blocks at locations as directed by the Engineer.

B. **MATERIALS**

The parking blocks must be black, 6’ long x 6” wide x 4” high, 40 lbs., constructed of recycled rubber, and have high visibility white reflective strips. Each parking block shall be mounted with four 5/8” by 8” concrete anchors.

C. **MEASURE & PAYMENT**

The unit of measure for Rubber Parking Blocks shall be each block installed. Payment for Rubber Parking Blocks shall be made per contract unit price per each which payment includes all labor, equipment, material and incidentals necessary for installation of Rubber Parking Blocks.

104. **POLYETHYLENE PLANTERS (ROUND)**

Special Pay Item No.: 000 104

A. **GENERAL**

Work includes furnishing and installing Polyethylene Planters (Round) 34” outside diameter (OD) by 25” high at locations as directed by the Engineer.

B. **MATERIALS**

Thickness of polyethylene used on planters should be about one quarter (1/4”) inch. All polyethylene planters must have high strength and durability to handle the full weight of soil when completely filled to the top, and maintain its shape under that weight when being moved during installation and placement. Planters must also be able to withstand extreme temperature changes in an outdoor environment. Drainage holes are required on all planters and must be included in unit cost.

Shipping and handling cost should be factored into unit cost and delivery vehicles must have lift gates to offload the planters.

C. **MEASURE AND PAYMENT**

The unit of measure for Polyethylene Planters (Round) shall be each planter installed. Payment for Polyethylene Planters (Round) shall be made per contract unit price per each which payment includes all labor, equipment, material and incidentals necessary for installation of Polyethylene Planters (Round).

105. **POLYETHYLENE PLANTERS (RECTANGULAR)**
A. **GENERAL**

Work includes furnishing and installing Polyethylene Planters (Rectangular) 38” long by 16” wide by 13” high at locations as directed by the Engineer.

B. **MATERIALS**

Thickness of polyethylene used on planters should be about one quarter (1/4”) inch. All polyethylene planters must have high strength and durability to handle the full weight of soil when completely filled to the top, and maintain its shape under that weight when being moved during installation and placement. Planters must also be able to withstand extreme temperature changes in an outdoor environment. Drainage holes are required on all planters and must be included in unit cost.

Shipping and handling cost should be factored into unit cost and delivery vehicles must have lift gates to offload the planters.

C. **MEASURE AND PAYMENT**

The unit of measure for Polyethylene Planters (Rectangular) shall be each planter installed. Payment for Polyethylene Planters (Rectangular) shall be made per contract unit price per each which payment includes all labor, equipment, material and incidentals necessary for installation of Polyethylene Planters (Rectangular).

106. **PORTLAND CEMENT CONCRETE PERMEABLE PAVER EDGE RESTRAINT AT PLANTERS:**

Pay Item No.: 507 016
This S.P. supplements and modifies Section 507 of the Standard Specifications.

A. **GENERAL:**

Work consists of installing concrete edge restraints for permeable pavers per construction documents.

B. **MATERIALS:**

Concrete used for edge restraint shall meet requirements of Class F concrete per Section 817 of the Standard Specifications.

C. **MEASUREMENT AND PAYMENT** - This item shall be measured and paid or by the cubic yard of concrete actually used for the work.
107.  **PRECAST CONCRETE CYCLE TRACK BARRIER CURB:**

Special Pay Item No.: 600 017

A. **GENERAL:**
Work consists of the manufacture and construction of Precast Concrete Cycle Track Barrier Curb in accordance with these specifications at locations as directed by the Engineer. Construction shall include the assembly and erection of all component parts and furnishing all materials complete in place. See Detail below: Precast Concrete Cycle Track Barrier Curb.

B. **MATERIALS:**
All materials used shall be of good quality and shall be subject to both appropriate Quality Control inspection by the manufacturer, and Quality Assurance inspection by the DDOT or designated representative. Any materials that do not meet DDOT standards shall be rejected.

Concrete: Concrete shall be of uniform quality and conform to the DDOT Standard Specifications and the mix designs as submitted for review and approval.

C. **MEASURE AND PAYMENT**
Precast concrete cycle track barrier curb shall be measured in linear foot, complete and in-place. Any excess barrier curb left-over from saw cutting units to length in the field shall not be measured. Payment shall include all labor, equipment, tools, materials, and incidentals necessary to complete the work as specified herein.

108.  **BICYCLE LOCKERS (BIKE RACKS)**

Pay Item No.: 608 102

A. **GENERAL**
Work under this item includes furnishing and installing BICYCLE LOCKERS (BIKE RACKS) at locations shown on the plans and as directed by the Engineer.

B. **MATERIALS AND METHOD OF CONSTRUCTION**
Bicycle lockers shall be made from Schedule 40 pipe (2” I.D.) rolled in the shape of an inverse “U” to a 24” outside radius standing 36” high with a black color and texture acceptable to DDOT installed per the manufacturer’s instruction.
The Contractor shall submit product drawings and data to the CA for approval of the product before ordering the materials.

C. **MEASUREMENT AND PAYMENT**

Unit of measure for BICYCLE LOCKERS (BIKE RACK) shall be each. The number shall be the actual number of BICYCLE LOCKERS (BIKE RACKS) furnished and installed. Payment for BICYCLE LOCKERS (BIKE RACKS) shall be made at the contract unit price per each, which payment shall include all materials, labor, tools, and incidentals necessary for completion of work.

109. **REMOVE AND RESET EXISTING BIKE RACKS AND FLAG POLE, RESET FENCE**

Pay Item No.: 604 991

This S.P. supplements section 107, 201 and 604 as follows.

The work consists removing, storing, and re-installing flag pole and bicycle racks located near the WMATA Transit Station. The work also includes removing and resetting various fencing throughout the project limits.

A. **CONSTRUCTION**

Contractor shall notify WMATA prior to removal of flag pole, bicycle racks, and fencing adjacent to the Metro Station to alert the agency of the temporary condition for these items being out of service. Bicycle Racks and Fencing shall not be removed until they are in conflict with the work to be performed, and shall be installed as soon as practical upon completion of site work. All items shall be safely stored and protected until they are reset.

Bicycle Racks, Flag Pole and Fencing shall be reset to equal or exceed existing installation.

B. **MEASUREMENT AND PAYMENT**

REMOVE AND RESET EXISTING BIKE RACKS AND FLAG POLE shall not be measured. The item shall be paid for on a lump sum basis and shall include all materials, tools, labor, equipment and incidentals.

The unit of measure for RESET FENCE shall be the linear foot. The number of linear feet shall be the actual length of fence, complete in place, measured horizontally along the fence from center to center of end posts. Reset gates shall not be measured separately but shall be part of the linear foot measurement. Payment shall be made at the Contract unit price per linear foot, which payment shall include the removal, storage, resetting and furnishing of all materials, labor, tools, equipment, and incidentals necessary to complete the Work.
110. GEOTEXTILE FABRIC UNDER PAVEMENT

Special Pay Item No.: 600 027

This Special Provision supplements Section 213 of the Standard Specifications.

A. GENERAL

Work under this item consists of furnishing and installing a layer of non-woven geotextile fabric on a prepared subgrade as shown in the Contract Plans.

B. MATERIALS

Non-woven Geotextile Fabric meeting the requirements AASHTO M288 Survivability Class 2, for both drainage and separation.

C. MEASURE AND PAYMENT

The unit of measure shall be Square Yard. Payment shall be made at the Contract unit price per square yard, which payment shall include all labor, materials, tools, equipment and incidentals needed to complete the specified work.

111. DRAINABLE AGGREGATE BASE COURSE SPECIAL ITEM

Special Pay Item No.: 209 991

This S.P. supplements Section 209 as follows.

A. MATERIALS

Drainable Aggregate Base Course, placed as shown in the Contract Plans, shall meet the requirements of permeable asphalt base under Section 214 of the Standard Specifications. It shall consist of a mixture of crushed No. 57 stone per ASTM C33, polymer modified asphalt cement and approved anti-strip additive in accordance with Section 214.02 of the Standard Specifications. Aggregate shall be inert material.

B. CONSTRUCTION

Drainable Aggregate Base Course subgrade preparation and placement shall be in accordance with Section 209.03 through 209.06 of the Standard Specifications. It shall be placed on a woven geotextile, and drained by a curb underdrain as shown in the Contract Documents.

C. MEASUREMENT AND PAYMENT
Drainable Aggregate Base Course shall be measured and paid for by the cubic yard, as per Section 209.07 of the Specifications.

112. **AGREGATE FOR UNDERDRAIN**

Special Pay Item No.: 600 007  
This Special Provision supplements Section 209 and 601 of the Standard Specifications.

A. **MEASUREMENT AND PAYMENT** - Aggregate for Underdrain shall be measured and paid for by the cubic yard, as per Section 209.07 of the Standard Specifications.

113. **GEOSYNTHETICS FOR STORMWATER MANAGEMENT**

Pay Item No’s.: 618 004 and 006  
Requirements contained in the DDOT Green Infrastructure Specifications, 2014 apply.

114. **BIORETENTION, PLANT BED, AND SAND BASED STRUCTURAL SOILS**

Pay Item No’s.: 607 042, 044 and 046  
Requirements contained in the DDOT Green Infrastructure Specifications, 2014 apply.

115. **WATER QUALITY CONTROL CATCH BASINS**

Pay Item No. 310 993  
This S.P. modifies and supplements Section 310 as follows.

A. **GENERAL**  
Work consists of excavation and backfill, removal of existing catch basin, disposal of excess excavated material, furnishing all materials and constructing single, single grate, and double water quality catch basins according to the details shown in the Contract documents or as directed by the Engineer.

B. **SUBMITTALS**
The requirements of Section 310.02 of the Standard Specifications apply.

C. MATERIALS
The requirements of Section 310.03 of the Standard Specifications apply.

D. CONSTRUCTION REQUIREMENTS
The requirements of Section 310.04 of the standard specifications apply.

E. MEASURE AND PAYMENT—The unit of measure for each type of water quality control catch basis shall be each for the type specified. Payment for water quality control catch basin, shall be made at the Contract unit price per each, which payment shall include excavation, backfill, disposal, all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

116. CLEANOUT WITH LOCKABLE CAP FOR STORMWATER MANAGEMENT

Pay Item No. 316 993

A. GENERAL
Work consists of supplying and installing a clean-out with lockable cap in stormwater management facilities at locations designated in the plans.

B. MEASURE AND PAYMENT
The unit of measure of CLEANOUT WITH LOCKABLE CAP FOR STORMWATER MANAGEMENT shall be each and this shall include the underdrain riser pipe and the cap. Payment shall be at the Contract unit per each, which payment shall include all labor, equipment, tools, materials and incidentals necessary to complete the work as specified herein.

117. TRENCH DRAIN WITH GRATE AND 6” PVC CONNECT PIPE

Special Pay Item No’s:. 310 991 and 327 991

This S.P. supplements Section 310 and 327 as follows.

A. MATERIALS
Cast-Iron Trench Drains:

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
b. MIFAB, Inc.
d. Tyler Pipe.
e. Watts Water Technologies, Inc.
f. Zurn Specification Drainage Operation; Zurn Plumbing Products Group.

B. DESCRIPTION

ASME A112.6.3, 6-inch-wide top surface, rectangular body with anchor flange or other anchoring device, and rectangular secured grate. Include units of total length indicated and quantity of bottom outlets with inside calk or spigot connections, of sizes indicated.

Top-Loading Classification(s): Medium Duty.

Connect Pipe: 6” PVC Pipe meeting Section 314 of the standard specifications requirements.

C. CONSTRUCTION:

1. Install type of drains in locations indicated:
   a. Use Medium-Duty, top-loading classification drains in paved foot-traffic areas.
   b. Embed drains in 4-inch minimum concrete around bottom and sides.
   c. Fasten grates to drains if indicated.
   d. Set drain frames and covers with tops flush with pavement surface.
   e. Assemble trench sections with flanged joints.
   f. Embed trench sections in concrete around bottom and sides.

2. Connect Pipe: Install per Section 314 of the standard specifications requirements.

D. MEASUREMENT AND PAYMENT – The unit of measurement for TRENCH DRAIN shall be linear feet and this measurement shall include the all anchorages, grates, housings, etc. The unit of measure for 6” PVC Connect Pipe shall be per linear foot in accordance with Section 314.05 of the Specifications. Payment for TRENCH DRAIN shall be made at the Contract unit price per linear foot, which payment shall include all labor, equipment, tools, materials, and incidentals necessary to complete the work as specified herein.

118. EXPOSED AGGREGATE SIDEWALK, 7 INCH DEPTH AT DRIVEWAYS

Special Pay Item No.: Item 605 991

This S.P. supplements Section 605.01 as follows.
A. CONSTRUCTION REQUIREMENTS:
Exposed aggregate sidewalk across driveways to be constructed in accordance with Section 605.01 (E) of Standard Specifications. Sidewalk shall be constructed on top of 6” aggregate base course.

B. MEASUREMENT AND PAYMENT

The unit of measure for Exposed Aggregate Sidewalk 7” Depth at Driveway shall be the square yard. The actual number of square yards measured complete in place shall be paid for at the Contract unit price per square yard, which payment shall be full compensation for furnishing, hauling, and placing all materials including expansion joint filler, waterproofing, impervious materials, wire fabric reinforcement, curing, and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work.

119. AGGREGATE BASE COURSE FOR BIORETENTION AND PERMEABLE PAVEMENT

Pay Item No’s.: 209 004 and 209 006


120. PCC WALL FOR BRICK VENEER AND BRICK VENEER FOR WALL, MORTAR SET

Pay Item No’s.: 507 002, 004, 006, 008 and 600 025

This Special Provision supplements the Standard Specifications.

Except as herein stated, the requirements specified for DDOT Standard Specifications Section 507 Minor Structures and Section 806 Masonry Units are applicable to this Special Provision.

A. Description
This work consists of facing concrete steps with brick as detailed in Contract documents.

B. Materials

1. Concrete Steps – 817, Class F.
2. Facing Brick for Wall – 806, Building Brick, Type C.
   i. Size: 4 inch x 8 inch x 2.25 inch.
   ii. Edges: Chamfered.
4. Reinforcing steel – 704
C. **Submittals**

1. **Product Data:** Provide data for masonry units, fabricated wire reinforcement, and mortar.
2. **Samples:** Submit four samples of facing brick units to illustrate color, texture, and extremes of color range. Size: 24 inches by 24 inches minimum.
3. **Sample Panel:** Submit sample panel of laid up facing brick showing color range, bond, pattern, mortar, workmanship, and appearance.
4. **Delegated-Design Submittal:** For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
5. **Manufacturer’s Certificates:** Certify that masonry units meet or exceed specified requirements.
6. **Maintenance Materials:** Furnish for owner's use in maintenance of project.

D. **Quality Assurance**

1. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the Contract documents.
2. **Source Limitation for Brick:** Provide all material of a single type from one manufacturer and any colored material from one run.
3. **Source Limitations for Mortar and Grout Materials:** Obtain ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.

E. **Mock-up**

1. Construct one on-site visual mock-up, Size is single residential unit.
2. Mock-up may remain as part of the Work.

F. **Field Conditions**

Cold and Hot Weather Requirements: Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.

G. **Mortar Materials**

1. Preblended dry mortar mix shall meet or exceed products from manufacturers:
   
   a. BMI Products www.bmi-products.com
   b. Spec Mix www.specmix.com

2. **Accelerating Admixture:** Non chloride type for use in cold weather.
3. **Fortified Mortar for Paver Installation:**
4. Basis of Design: 3701 Fortified Mortar Bed by Laticrete, or Megalite crack prevention mortar by Custom Building Products or approved comparable product.

H. Reinforcement and Anchorage

Joint Reinforcement: Truss type; stainless steel wire conforming to ASTM A580/A580M Type 304; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

   a. Reinforcement materials shall meet or exceed materials from manufacturers:
      i. Lock-Rite Metal Products Inc.

I. ACCESSORIES:

   1. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
   
      b. Basis of Design:
          iii. Lock Rite

   2. Joint Filler: Closed cell polyurethane; oversized 50 percent to joint width; self-expanding; 1 inch wide x by maximum lengths available.

   3. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

      c. Basis of Design: Sure Klean 600 Detergent by ProSoCo or a comparable product by one of the following:

         vi. Degussa Corporation.

      vii. Substitutions: See Section 016000 - Product Requirements.

J. MORTAR MIXES:

   4. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated

   5. Hydrated Lime: ASTM C 207, Type S.


   8. Mortar for Brick Masonry ASTM C1714 Type S.

   9. Mixing: Use mechanical batch mixer and comply with referenced standards.

K. EXAMINATION:

   10. Follow recommendations of ASTM C1400 for control of Efflorescence.
11. Verify that field conditions are acceptable and are ready to receive masonry.
12. Verify that related items provided under other sections are properly sized and located.
13. Verify that built-in items are in proper location, and ready for roughing into masonry work.

L. COURSING:
14. Establish lines, levels, and coursing indicated. Protect from displacement.
15. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
16. Brick Units:
   d. Bond: as indicated.
   e. Mortar Joints: Concave.

M. PLACING AND BONDING:
17. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
18. Remove excess mortar as work progresses.
19. Interlock intersections and external corners.
20. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
21. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
22. Isolate top joint of masonry veneer from horizontal structural framing members or support angles with compressible joint filler.

N. REINFORCEMENT AND ANCHORAGE:
23. Install horizontal joint reinforcement 16 inches on center or as specified on design drawings.
24. Place continuous joint reinforcement in first and second joint below top of walls.
25. Lap joint reinforcement ends minimum 6 inches.
27. Reinforce joint corners and intersections with strap anchors 16 inches on center.

O. MASONRY FLASHINGS:
28. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water shall be interrupted.
   f. Extend flashings full width at such interruptions and at least 4 inches into adjacent masonry and turn up at least 4 inches to form watertight pan at non-masonry construction.
   g. Remove or cover protrusions or sharp edges that could puncture flashings.
   h. Seal lapped ends and penetrations of flashing before covering with mortar.
29. Extend metal flashings through exterior face of masonry and turn down to form drip.
30. Lap end joints of flashings at least 4 inches and seal watertight with mastic or elastic sealant.

P. CONTROL AND EXPANSION JOINTS:
   31. Do not continue horizontal joint reinforcement through control and expansion joints.
   32. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer’s instructions.

Q. TOLERANCES:
   33. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
   34. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft. and 1/2 inch in 20 ft. or more.
   35. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
   36. Maximum Variation from Level Coursing: 1/8 inch in 3 ft. and 1/4 inch in 10 ft.; 1/2 inch in 30 ft.
   37. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

R. CUTTING AND FITTING:
   38. Cut and fit for pipes and conduit. Coordinate with other sections of work to provide correct size, shape, and location.
   39. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

S. FIELD QUALITY CONTROL:
   40. An independent testing agency shall perform field quality control tests.
   41. Mortar Tests: Test each type of mortar in accordance with ASTM C 780, testing with same frequency as masonry samples.
      i. Test mortar once each 5000 sf of wall area or portion thereof or more if required by code.

T. CLEANING:
   42. Remove excess mortar and mortar smears as work progresses.
   43. Replace defective mortar. Match adjacent work.
   44. Clean soiled surfaces with cleaning solution.
   45. Use non-metallic tools in cleaning operations.

U. PROTECTION:
   46. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.
V. MEASUREMENT AND PAYMENT - CONCRETE FOOTING, CONCRETE AND STONE MASONRY WALLS AND CONCRETE STEPS shall be measured and paid for by the cubic yard. The measurement shall include all incidental items stated in section 507.01 (D) of the Standard Specifications, 2013.

BRICK VENEER FOR WALL, MORTAR SET shall be measured and paid for by square feet.
Reinforcing steel shall not be measured but will be incidental to the PCC Wall for Brick Veneer Pay Item.
All other materials, labor, tools, equipment and incidental work associated with the construction of the PCC Wall with Brick Veneer shall not be measured for payment but shall be part of the pay items listed above.

121. PCC RETAINING WALL WITH LIMESTONE VENEER:

Pay Item No’s.:
Trench & Excavate 205 002,
Pervious Fill 208 002, 3-Ply Membrane Waterproofing 611 004,
PCC Retaining Wall Including Footing 507 005,
Limestone Veneer For Retaining Wall 507 007,
Epoxy Coated Reinforcement Bars 704 004, and
Wall Perforated Drain Pipe 711 004

A. DESCRIPTION:
This Special Provision supplements section 507 of the Standard Specifications.
The work consists of install retaining walls with limestone veneer at the locations shown and in accordance with the details on the plans.

B. CONSTRUCTION:
Construction of the retaining walls shall meet the requirements specified for DDOT Standard Specifications Section 205, 208, 507, 611, 704, 708, and 711.

C. MEASUREMENT AND PAYMENT - ITEMS 205 002, 208 002, 611 004, 704 004, and 711 004 shall be measured and paid for in accordance with the Standard Specifications.
PCC RETAINING WALL INCLUDING FOOTING (ITEM 507 005) shall be measured and paid for by the cubic yard. The actual number of cubic yards measured complete in place for both wall and footing shall be paid at the Contract unit price per cubic yard, which payment shall include all labor, materials, tools, equipment, and incidentals necessary to complete the Work.

D. LIMESTONE VENEER FOR RETAINING WALL (ITEM 507 007) shall be measured and paid for by the cubic foot actual number of cubic feet measured complete in place, and shall include all materials, labor, tools, equipment and incidentals needed to complete the work.
122. **BRICK CLAD RETAINING WALL WITH SALVAGED STONE CAP**

Pay Item No.: 600 002

This SP supplements 602.01 of the Standard Specifications.

A. **Brick Clad Retaining Wall** - This work shall consist of excavating, forming, furnishing and placing concrete footings, curved concrete walls with brick cladding and installation of stone caps at the locations and to the dimensions as specified in the contract documents and/or as directed by the Chief Engineer.

B. **Stone Cap** - New stone caps shall be bluestone with thermal finish on all exposed surfaces. Fabricate stone caps to shapes shown in drawings. Stone caps shall be anchored to the top of wall by stainless steel dowels 1/2" diameter, 18" on center and a minimum 2 dowels per coping stone. Joints for coping shall be a uniform 3/8" width with a tolerance of 1/16".

C. **Measure and Payment** - The unit of measure for brick clad retaining wall with stone cap shall be Lump Sum.

123. **PERMANENT STREET CUT REPAIRS**

Pay Item No.: 202 002, 403 002, 408 002, 505 034, 505 038, 506 006, 605 018, 605 022, 605 028, 605 030, 605 032, 605 034, 606 052, 606 054, 606 064, 606 066, 606 068, 606 070, 606 082, 606 098, 606 100, 606 110, 606 108 and 607 018, 613 092 and 613 094.

The repair and replacement of asphalt concrete surfaces shall be accomplished using Superpave. The mix to be used shall conform to the sections 413 and 818 of the 2013 Standard Provisions.

The contractor is alerted to the fact that all new wheelchair/bicycle ramps must include detectable warning pavers at the base of each ramp. Wheelchair/bicycle ramps are to be restored in accordance with Special Provisions entitled “Detectable Warning Pavers on New Sidewalk Ramps” and “Detectable Warning Pavers on Existing Pavement Ramps”. The contractor shall be required to reconstruct each wheelchair/bicycle ramp impacted by construction. The cost of the detectable warning pavers shall be included in the cost of new wheelchair/bicycle ramps. Pay Item No. 606 098 has been assigned to capture such costs. In addition, the contractor shall be required to install detectable warning pavers in all wheelchair/bicycle ramps at the intersection not impacted by construction. These existing wheelchair/bicycle ramps shall be retrofitted with detectable warning pavers as described in the Special Provisions, entitled “Detectable Warning Pavers on Existing Pavement Ramps”. Pay Item No. 606 100 has been assigned to capture these costs.
Section 23 of the Standard Provisions states the regulation entitled “215 Excavations and Restorations (Utility Lines)” governing activities by contractors engaged in the restoration of street cut repairs. Contractors shall be expected to adhere to these regulations when performing permanent street cut repairs.

A. MEASURE AND PAYMENT: Each individual pay item shall be measured in accordance with unit of measurement cited in the 2013 edition of the Standard Specifications for Highways and Structures and paid in accordance with contract unit price.

124. DETECTABLE WARNING PAVERS ON EXISTING AND NEW WHEELCHAIR AND BICYCLE RAMPS

Pay Item No.: 606 098 and 100
The provisions of section 616.08 apply in full.

125. PAVEMENT PROFILING (MILLING)

Pay Item No. 410 002
The provisions of section 410.01, 410.02 and 410.03 apply in full.

126. FURNISH AND INSTALL THREE-SECTION LED BUS-ONLY SIGNAL HEAD

Special pay Item No.: 614 993

After receiving the Engineer’s approval of the catalog cuts, the Contractor shall furnish and install three-section LED bus-only signal heads to be utilized for queue jump operation. The installation shall include cast aluminum signal head sections, mountings, molded terminal blocks, visors, fittings, realignments, masks, and LED modules as required. Each LED module shall consist of a 12” hard coated, convex lens assembly that utilizes LEDs as the light source for each of the bus-only signal head sections. All materials and mountings shall conform to Section 825 of the DDOT 2013 Standard Specifications. The LED modules shall be installed according to the manufacturer recommendations. The three-section bus-only signal head shall consist of one each:

- White bar section, horizontal, masked, 120 VAC
- White triangle, masked, 120 VAC
- White bar, vertical, masked, 120 VAC
Each signal head shall be attached per the provisions in 613.23 in the DDOT 2013 Standard Specifications.

A. **MEASURE AND PAYMENT** - Each individual bus-only LED signal head installed shall be paid at the Contract unit price per each. The price shall include the signal head housing, the mounting brackets, all miscellaneous hardware including terminal lugs, stainless steel banding materials, and all labor, equipment and materials. The price shall also include insertion, affixing and wiring of the LED module into the signal head. The cost of the LED module is included in this Pay Item.

127. **FURNISH AND INSTALL SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (2 OR 3 POLE) SYSTEM**

Special Pay Item No. 614 993

The provisions of section 613.33 are supplemented as follows.

The contractor shall furnish, install, and commission a DDOT approved a 2 pole or 3 pole Rectangular Rapid Flash Beacon (RRFB) system at the location specified in the contract drawings.

A. **General Requirements:**
   1. Each RRFB shall consist of two rapidly and alternately flashing rectangular yellow indications having LED array based pulsing light sources, and shall be designed with detailed requirements specified on the plans.
   2. Each RRFB shall be a complete assembly, consisting of but not limited to: signage, sign mounting, indications and electrical components.

B. **Functional Requirements:**
   1. Each RRFB shall require a solar power system.
   2. Each RRFB shall be activated by an ADA compliant Push button.
   3. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation after a predetermined time limit (based on MUTCD procedures).
   4. When activated, the RRFB unit indications shall flash in a rapidly alternating flashing sequence (left light on, then right light on) and flash in a 2-4…1 pattern per FHWA requirements.
   5. Each of the RRFB’s indications shall have 70 to 80 periods of flashing per minute.
   6. The activation length of the flashing lights shall be programmable 1 second to 24 hours in one second, minutes and hours.
   7. System shall provide actuation counter which can be downloaded at site to a PC using standard cables.

C. **Material Equipment Specifications**

   1. Extra Large Rectangular Rapid Flash Beacons:
i. MUTCD Approval  Interim FHWA Approval Memorandum (1A-11)

ii. Housing:  Powder coated aluminum

iii. LED modules:  Approx. 7" x 2.5" 2 arrays of 8 amber LEDs, SAE J595 certified

iv. Pedestrian LED module:  Approx. 1" x 3.5" Side-mounted, flash concurrent with Vehicle LEDs

v. Flash pattern  MUTCD specified 'wig-wag' flash pattern

vi. Mounting hardware:  Shall be provided and universal to multiple poles

vii. Power:  Solar-assisted Battery-powered System

2. Solar Assisted Battery Powered System:

   i. Housing:  NEMA 3R rated aluminum cabinet with lockable clasps

   ii. Solar panel:  55 watt and adjustable 40° to 60°. Articulating mount rotates and pivots.

   iii. Mounting:  Aluminum mounting bracket (fits 4” – 4.5” O.D. pole)

   iv. Battery:  12V sealed gel battery requires no periodic watering. Sealed construction eliminates corrosive acid fumes and spills

   v. Battery lifespan:  Up to 5 years

   vi. Autonomy:  Up to 30 days without sun

3. Wireless Communication System:

   i. Frequency:  900 MHz FHSS

   ii. Radio:  Operates on 900 MHz frequency hopping spread spectrum network.

   iii. Connectivity  Crosswalk and optional Advance LEDs flash concurrently.

   iv. Warranty:  3 year standard warranty

D. MEASURE AND PAYMENT: The solar powered RRFB System shall be measured and paid for at the Contract unit price per each system. The payments shall be full compensations for furnishing, installing the system, configuring, testing, and for all material, technical applications,
labor, equipment, tools, and incidentals including testing and furnishing documentation to complete the Work.

E. Each 2-pole system is comprised of:
   1. 2 - 13’ Aluminum Poles with pedestal base
   2. 2 - Solar Assisted Battery Powered Systems
   3. 4 – R1-6a(1) MUTCD regulatory signs
   4. 4 - W16 “Arrow Down” MUTCD regulatory signs
   5. 4 - 6” x 36” “UP TO $250 FINE” signs
   6. 4 – Lightbars
   7. 2 - Controllers with solar system and wireless radios

F. Each 3-pole system is comprised of:
   1. 3 - 13’ Aluminum Poles with pedestal base
   2. 3 - Solar Assisted Battery Powered System (For Pole in Median)
   3. 4 - R1-6a(1) MUTCD regulatory signs (1 EA for Edge poles and 2 for Median Pole)
   4. 4 - W16 “Arrow Down” MUTCD regulatory signs (1 each for Edge poles and 2 for Median Pole)
   5. 4 - 6” x 36” “UP TO $250 FINE” signs (1 each for Edge poles and 2 for Median Pole)
   6. 4 - Lightbars (1 EA for Edge poles and 2 for Median Pole)
   7. 3 - Controller with solar system and wireless radio

Pole foundations and APS pushbuttons and associated signs shall be paid under separate line items to complete the installation of the RRFB and shall not be included in this unit price line item.

128. **FURNISH AND INSTALL 110 VAC POWERED RECTANGULAR RAPID FLASHING BEACON (2 OR 3 POLE) SYSTEM**

Pay Item No. 614 993
The provisions of section 613.33 are supplemented as follows.

The contractor shall furnish, install, and commission a DDOT approved a 2 pole or 3 pole Rectangular Rapid Flash Beacon (RRFB) system at the location specified in the contract drawings.

A. **General Requirements:**
   1. Each RRFB shall consist of two rapidly and alternately flashing rectangular yellow indications having LED array based pulsing light sources, and shall be designed with detailed requirements specified on the plans.
   2. Each RRFB shall be a complete assembly, consisting of but not limited to: signage, sign mounting, indications, and electrical components (wiring, solid-state circuit boards, etc.).

B. **Functional Requirements:**
   1. Each RRFB shall require 110VAC.
   2. Each RRFB shall be activated by an ADA compliant Push button.
   3. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation after a predetermined time limit (based on MUTCD procedures).
   4. When activated, the RRFB unit indications shall flash in a rapidly alternating flashing sequence (left light on, then right light on) and flash in a 2-4...1 pattern per FHWA requirements.
   5. Each of the RRFB’s indications shall have 70 to 80 periods of flashing per minute.
   6. The activation length of the flashing lights shall be programmable 1 second to 24 hours in one second, minutes and hours.
   7. System shall provide actuation counter which can be downloaded at site to a PC using standard cables.

C. **Materials:**

Furnish a RRFB system to be a complete assembly, consisting of but not limited to, the signage, sign mounting, indications, down arrow signage, and electrical components (wiring, solid-state circuit boards, etc.). The RRFB assembly includes the following items:

D. **RRFB Indications:**

   1. The Light Bar housing shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel fasteners.
2. Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.

3. All mounting hardware required for mounting the Light Bar housing shall be provided and universal to multiple poles.

4. Each of the two vehicle RRFB-XL2™ LED indications shall be approximately 7.00" wide x 2.8" high.

5. A pedestrian LED indication, approximately 0.5" wide x 1.5" high, shall be side-mounted in the Light Bar housing to be directed at and visible to pedestrians in the crosswalk.

6. Dimensions of the Light Bar when mounted shall at a minimum be 23”W x 3”H x 1”D

7. Each Light Head has 8 amber LEDs

E. Signs:

1. All signs shall conform to MUTCD standards.

2. All sign blanks shall be .080.

3. Sheeting used shall be 3M DG3 diamond grade or similar prismatic sheeting,

4. All sign assemblies shall use anti-vandal fasteners to mount components to sign and sign to fixture.

5. All sign assemblies shall be R1-6a (1) or S1-1 30’’ X 30’’ as shown on the plans.

6. The W16-7P Arrow or W16-9P Ahead shall be supplied pending location of the RRFB.

F. Control Circuit:

1. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be completely programmable able to flash the RRFB, beacons.

2. The flashing output shall have about 75 periods of flashing per minute with a 100 millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse. The flashing output shall be programmable.

3. The control circuit shall be installed in a NEMA rated aluminum enclosure.

4. Control circuit shall be capable of storing input count data stored in preset intervals using a Windows based pc software program and standard RS232 programming cable.

G. Power Supply:

1. The input voltage ranges from 100 to 130 volts and is between 50-60 Hz.
2. The maximum total output from the power supply shall be 30 watts.

H. Pushbutton:
   1. The Push Button shall be ADA compliant, and shall operate as a normally open (n/o) circuit.
   2. Push Button shall have audible tone and LED light

I. Pedestal Shaft:
   1. Must mount on standard 4.5" OD pedestal pole with breakaway base and 18” jbolts

J. Warranty:
   3 year standard warranty

K. MEASURE AND PAYMENT- The AC powered RRFB System shall be measured and paid for at the Contract unit price per each system. The payments shall be full compensations for furnishing, installing the system, configuring, testing, and for all material, technical applications, labor, equipment, tools, and incidentals including testing and furnishing documentation to complete the Work.

L. Each 2-pole system is comprised of:
   1. 2 - 13’ Aluminum Poles with pedestal base
   2. 2 - AC Powered Systems
   3. 4 – R1-6a (1) MUTCD regulatory signs
   4. 4 - W16 “Arrow Down” MUTCD regulatory signs
   5. 4 - 6” x 36” “UP TO $250 FINE” signs
   6. 4 - Lightbars
   7. 2 - Controllers with wireless radios

M. Each 3-pole system is comprised of:
   1. 3 - 13’ Aluminum Poles with pedestal base
   2. 1- Solar Assisted Battery Powered System (For Pole in Median)
   3. 2 - AC Powered Systems (For Poles at Edges)
   4. 4 –R1-6a (1) MUTCD regulatory signs (1 EA for Edge poles and 2 for Median Pole)
   5. 4 - W16 “Arrow Down” MUTCD regulatory signs (1 each for Edge poles and 2 for Median Pole)
   6. 4 - 6” x 36” “UP TO $250 FINE” signs (1 each for Edge poles and 2 for Median Pole)
   7. 4 - Lightbars (1 EA for Edge poles and 2 for Median Pole)
   8. 1 - Controller with solar system and wireless radio (For Pole in Median)
   9. 2 - Controllers with wireless radios (For Poles at Edges)

Pole foundations and APS pushbuttons and associated signs shall be paid under separate line items to complete the installation of the RRFB and shall not be included in this unit price line item.
129. **FLEXIBLE POROUS SIDEWALK**

Special Pay Item No.: 605 009

This S.P. supplements Section 621.07 of the 2014 DDOT Green Infrastructure Standards.

A. **General:**
Work includes furnishing and placing FLEXIBLE POROUS SIDEWALK at the locations shown on the plans to provide expanded root growth areas and support pavement around tree planter openings.

B. **Materials and requirements:**
Flexible porous paving by Capitol Flexi-Pave or equivalent authorized source.

C. **MEASURE AND PAYMENT**
Unit of measure for FLEXIBLE POROUS SIDEWALK shall be the square foot. Payment shall be made at the contract unit price per square foot which payment shall include materials and labors, tools, equipment pacing and compaction, and incidentals necessary for the completion of work.

130. **REPAIR- REPLACE PCC SIDEWALK, BRICK SIDEWALK, EXPOSED AGGREGATE SIDEWALK, BLOCK SIDEWALK**

Pay Item No's.: 605 006, 008, 010, 012, 018, 022, 026, 028, 030, 032 and 034

131. **ADJUSTING MANHOLES AND ADJUSTING, REBUILDING AND REPLACING CATCH BASINS**

Pay Item No’s.: 311 002, 004, 010, 012, 014, 016, 018, 020, 022, 024, 026, 028, 030, and 032.

This S.P. supplements section 311 as follows.

Supplementing 311.03 - Adjustment of access manhole frames and grates of existing electric manholes, to the proposed finish grade shall be done by PEPCO. All work on electrical manholes shall be inspected by PEPCO. Notify PEPCO 48 hours in advance of work on PEPCO manholes.

Remove and clean the frames and covers. Trim the walls of the concrete chimney down to solid material or to a depth sufficient to allow for an adequate layer of concrete to be placed. Reconstruct the walls of the concrete chimney with concrete to the required elevation and reset the cleaned frame. Place the concrete of the chimney wall at an elevation such that no further adjustment shall be needed for the manhole frame to be at the required grade. No shimming shall be allowed.

132. **BRICK SIDEWALK ON PCC BASE**
Pay Item No.: 605 026

This S.P. modifies and supplements 605.03 as follows.

A. **MEASURE AND PAYMENT**- The unit of measure for the Brick Sidewalk on PCC Base shall be square yards.

Payment for Brick Sidewalk on PCC Base shall be made at the unit price per square yard, which payment shall include compaction of existing soils base, furnishing and placing all materials including brick for new construction, graded aggregate base, PCC and mortar bed and filler and sand-cement filler, performed expansion joint material and joint sealer, epoxy mortar, water and all labor, tools, equipment, and incidentals necessary to complete the work.

133. **REPLACING SEWER/WATER MANHOLE FRAMES AND BASIN TOPS**

Pay Item No’s.: 312 002, 004, 006, and 008.

The provisions of section 312 apply in full.

134. **BUS STOP PADS, MEDIAN STRIPS, AND ISLANDS**

Pay Item No’s.: 506 002, 004, 006 and 008

The provisions of section 506 apply in full.

135. **PORTLAND CEMENT CONCRETE PAVEMENT**

Pay Item No.: 501 002

The provisions of section 501 apply in full.

136. **REPAIR OF PCC PAVEMENT, BASE, ALLEY, DRIVEWAY AND ALLEY ENTRANCES**

Pay Item No’s.: 505 004 and 008

This work shall consist of making repairs to PCC pavement base, alley and driveway, etc. and includes the cutting, removal and disposal, in accordance with Section 505 of the Standard Specifications for Highways and Structures, 2013.
137. **ELECTRICAL WORK**

Pay Items Pertinent to sections: 613 and 614.

This work shall consist of furnishing all labor, materials and installing all electrical equipment, conduits, manholes, in accordance with Section 618 of the Standard Specifications for Highways and Structures, 2009, and as specified in these special provisions.

**A. MEASUREMENT AND PAYMENT**

The items shall be measured and paid for at the Contractor price, as specified. The payment shall be full compensation for all materials, removal, excavation, labor, equipment, tools and incidentals necessary to complete the work as specified.

138. **FIELD LAYOUT**

This S.P. modifies Section 108.14 as follows.

**Measure and Payment** - This special provision features NO Measure and Payment Provision. The cost for layout, surveying, etc. and all incidentals required to support this special provision shall be included in the cost of furnishing and installing electrical conduits, manholes, pavement, curb, etc., as appropriate for the individual project.

139. **EROSION AND SEDIMENT CONTROL**

The provisions of section 618 apply in full.

140. **PERMEABLE PAVER SIDEWALK**

Special Pay Item No.: Item 605 993

This S.P. supplements Section 621.06 of the 2014 DDOT Green Infrastructure Standards. [https://myaccount.gmfinancial.com/-pod-essentials-112002350363-account](https://myaccount.gmfinancial.com/-pod-essentials-112002350363-account)
A. **GENERAL:**

Work includes constructing permeable paver sidewalk as shown on design drawings.

The Contractor shall submit product drawings and data to the CA for selection of color and style and for approval of the product before ordering the materials.

The Contractor is required to install a 7’x7’ mock-up paver area for inspection and approval.

141. **PLANTING SOIL MIX AND MULCH**

Pay Item No’s.: 607 030 and 032

A. **GENERAL:**

These are items to be used in tree boxes, continuous tree spaces, and other locations as indicated in the design plan.

B. **MATERIALS AND CONSTRUCTION REQUIREMENTS:**

The following supplements Sections 608 and 823.04

1. Obtain planting soil mix from off-site sources. Soil existing on-site shall not be used or amended as planting soil mix.
2. Peat moss is not allowed for use as a soil amendment.

C. **MEASURE AND PAYMENT:** Unit of measure for PLANTING SOIL MIX and MULCH shall be the cubic yard. The number shall be the actual cubic yards of PLANTING SOIL MIX and MULCH placed in existing or new tree boxes (spaces). Payment for both items shall be made at the contract unit price per cubic yard, which payment shall include all labor, tools, and incidentals necessary for completion of work.

142. **MISCELLANEOUS MATERIALS OR PARTS (NON-BID ITEM)**
Non Bid Pay Item No.: 000 099

As directed by the Engineer, these materials or parts shall be used for scheduled non-emergency work or non-scheduled emergency work, when payment for these materials or parts are not suitable under other pay items in the contract. This is a non-bid item. These materials or parts shall be provided as follows:

The Department reserves the right to provide any required materials or parts for which there is no pay item.

In the event that materials or parts are not provided by the Department, the Contractor shall be paid his actual cost plus 10 percent for materials or parts supplied by him and incorporated into the work. The Contractor shall submit copies of paid invoices or bills indicating prices paid to suppliers for materials or parts actually used in this contract. Payment shall be made through the materials allowance established for this contract. However, no materials or parts shall be ordered until approved by the Engineer and competitive prices may be required if directed by the Engineer.

143.  TREE TRIMMING AND ROOT PRUNING

Pay Item No’s.: 608 114 and 614 056

This S.P. supplements 608.04 (A) as follows.

A.  GENERAL:

Work under this item includes the trimming and pruning of trees in the project area as directed, removing dead wood, clearing around street and alley lights, and eliminating safety hazards from the roadway. Trimming and root pruning shall be supervised by a UFA arborist.

144.  DEEP SOIL CONDITIONING

Pay Item No.: 607 027
This Special Provision supplements 607.07 of the Standard Specifications.

A. GENERAL:

Areas where paving is removed and new planting areas are created, shall receive deep soil conditioning consisting removal of demolished paving and base course, breaking and loosening sub-base to an additional depth of 18” prior to placement and spreading of topsoil.

B. CONSTRUCTION METHOD:

Break and loosen sub base to an additional depth of 18” prior to placement and spreading of topsoil.

C. MEASURE AND PAYMENT- Unit of measure for DEEP SOIL CONDITIONING shall be the square yard. Payment for the DEEP SOIL CONDITIONING shall be made at the contract unit price per square yard, which payment shall include all labor, equipment and incidental necessary for the completion of work.

145. AS-BUILT DRAWINGS

A. The following requirement is in addition to any as-built drawing requirements included in the Standard Specifications.

B. During the entire construction period, the Engineer shall maintain one complete record set of Contract Drawings. The Engineer shall annotate all deviations, field changes, changes accomplished by change order, as-constructed-depths of footings and other structural elements, horizontal and vertical locations of underground, electrical, and utility facilities referenced to survey data and temporary construction left in place.

C. The Engineer shall furnish to the Contractor one set (Vellum) of the Contract Drawings. The Contractor shall use the reproducible to prepare as-built drawings by adding the information from the annotated record set. Drafting shall be performed by skilled drafters using ink and shall match original Contract Drawings in line weights, symbols and lettering style and size. Completed as-built drawings shall bear the signature of an officer of the Contractor’s organization, certifying compliance with as-built conditions, using a rubber stamp as follows:

___________________________________________________
D. As built drawings shall be delivered to the CA within twenty (20) working days of final project acceptance. The project CPM schedule for each intersection shall show a milestone for delivery of as-built drawings.

E. **MEASURE AND PAYMENT**—No direct measure of separate payment shall be authorized. Costs shall be equitably distributed over unit prices as applicable.

146. **INFORMATIONAL DRAWINGS**

The contractor is advised that the Department of Transportation maintains records of traffic signals and streetlights currently in service in the city. Although not specifically required for the successful completion of this project, these records are available for the contractor’s review and/or duplication at his expense. The Contractor should contact DDOT 55 M Street, SE, Suite 400, Washington, D.C. 20003.
147. **VALUE ENGINEERING PROPOSALS BY THE CONTRACTOR**

The provisions of 104.03 apply in full.
SUBCONTRACTOR APPROVAL REQUEST FORM
<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Item Description</th>
<th>Dollars</th>
<th>Cents</th>
</tr>
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Check Items listed below (13-16) that are included in subcontract agreement

(13) (All Projects)  
- Contract Wage Schedule
- DBE/MBE Policy Statement

(14) (Federal-Aid Projects) Form FHWA-1273 (Required Contract Provisions)

(Non-Federal Aid Projects) (Required Contract Provisions)

(15) (Federal-Aid Projects When Subcontractor Will Receive Over $10,000)  
- On-Site Work Force Affirmative Action Requirements for Women and Minorities-Special Conditions

(16) Subcontractor's Certificate of Nondiscrimination in Employment (Form Included in Bid Proposal)

(17) FHWA On-The-Job Training (To Be Provided by Subcontractor)

(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.
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS
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 marketplace 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.
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 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, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

Each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor must include the assurance in this paragraph. (see 49 CFR 26.13 (b))

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 15% 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/offoror'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
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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.
FHWA REQUIRED AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY
AND SUBCONTRACTING REQUIREMENTS AND ASSURANCES
FHWA REQUIRED AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND SUBCONTRACTING REQUIREMENTS AND ASSURANCES

I. SUBCONTRACTING REQUIREMENTS, EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE, AND DBE SUBCONTRACTING REQUIREMENTS

A. Prompt Payment to Subcontractors and Suppliers

1. The Contractor shall make payments to its subcontractors and suppliers for work satisfactorily performed no later than 7 calendar days after receiving payment from the District.

2. The Contractor shall return all retainage to subcontractors no later than 7 calendar days after the subcontractors work is satisfactorily completed.

3. The Contractor shall submit with its invoice a report of all subcontractor payments made and certificate that the Contractor has made timely payments to its subcontractors and suppliers.

4. The Contractor may not delay subcontractor or supplier payments beyond the time periods referenced above without good cause and prior written approval from DDOT.

5. This clause applies to all subcontracts (e.g., Disadvantaged Business Enterprises and Non-Disadvantaged Business Enterprises).

Failure to do so shall be grounds for appropriate action against the party involved (e.g., possible findings of non-responsibility for future contracts and/or when available or permitted, progressive contractual remedies to include suspension and debarment).

For payments to DBE subcontractor’s only, the Contractor shall email the report on all payments to subcontractors, along with scanned copies of all cancelled checks to DBE subcontractors, to the DDOT Office of Civil Rights, at ddot.dbecompliance@dc.gov. The Contractor must email DDOT Office of Civil Rights by the 15th of the month for the previous month’s activity, whether any DBE activity actually occurred.

B. Contract Compliance System
The Contractor shall submit, review and update information regarding payments to subcontractors in the Contract Compliance System ("the System"), which may be accessed at https://ddot.dbesystem.com. The Contracting Officer will provide information to the Contractor on how to access the System upon Contract award. If such information is not provided for any reason, it is the Contractor’s responsibility to request the information.

The Contractor must initially log in to the System within 10 business days of Notice to Proceed to submit preliminary information and subsequently make updates to the System on a monthly basis. The Contractor is responsible for the accuracy of all information, including information submitted by subcontractors, entered into the system for this Contract. The DDOT Office of Civil Rights may require that the Contractor provide additional information at any time before, during, or after Contract award.

Information required in the System includes:

1. All signed subcontract agreements;
2. Payment by DDOT to the Contractor; and
3. Payment to subcontractors.

The Contractor must submit a Subcontractor Payment Form along with a copy of all cancelled check payments to DBE firms and all other subcontractors by the 15th of the month for the previous month’s activity. The Subcontractor Payment Form must be submitted monthly, even if there was no subcontracting activity in the previous month. 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 progressive contractual and other legal remedies including suspension and debarment).

The Contractor shall submit a report of all payments to subcontractors no later than the 15th of the month following the month of the payment activity, whether any such activity actually occurred.

In addition to any remedies available to the District under the Contract, failure to meet the requirements of this Special Provision is grounds for appropriate action by the District against the Contractor, including, but not limited to, findings of non-responsibility for future contracts and/or progressive contractual and other legal remedies including suspension and debarment) suspension or debarment.

C. Non-Discrimination Assurance

The Contractor 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 the District deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages;

(4) Disqualifying the contractor from future bidding as non-responsible.

Furthermore, Title VI of the Civil Rights Act of 1964, and civil rights provisions of other federal statutes 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 and related civil rights laws, please contact the DDOT Office of Civil Rights, 55 M Street S.E. 7th Floor. Washington, DC 20003. The telephone number is: (202) 671-2620.

The Contractor, as well as all sub-consultants, subcontractors, suppliers and service providers, must ensure equal opportunity for all subcontractors and suppliers that participate on this Project. The Contractor shall require that this provision be included in all subcontracts, purchase orders and service agreements of any tier on this Project.

D. DBE Subcontracting Requirements: DBE Utilization Goal

This Section D applies if the Contract has a specific numerical DBE Utilization goal. The Contractor shall be required to meet the DBE Utilization goal as a material term of the contract. A Contractor’s failure to carry out its commitment regarding DBE participation in the course of performance under the Contract may constitute a material breach of the Contract; and failure to meet commitments may result in withholding of payments under the Contract, contractual remedies, disqualification and any other contractual or legal remedy available. It is the Contractor’s responsibility to timely report on its DBE participation.

Since 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 either:

a. Providing a DBE Plan that meets the DBE goal of this Contract; or

b. Providing documentation that it has made good faith efforts to meet the goal (see below).

D.1. DBE Plan Requirements

A DBE Plan must include at a minimum:
a. The names and addresses of DBE firms that will participate in the contract;

b. A description of the work that each DBE will perform;

c. The dollar amount of the participation of each DBE firm participating;

d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

e. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

Documentation that a Contractor has made a good faith effort to meet the DBE goal must provide evidence that it made an adequate good faith effort to meet the goal, even though it did not succeed. Good faith effort means that the Contractor took all necessary and reasonable steps to achieve a DBE goal that could reasonably be expected to obtain sufficient DBE participation.

D.2. Good Faith Efforts

The following is a list of the types of actions which will be considered as part of the Contractor'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. See 49 CFR Part 26, Appendix A, for more detail.

a. Conducting market research to identify small business contractors and suppliers and 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 prime contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The prime contractor should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The prime contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b. 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.

c. 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.

d. 1. Negotiating in good faith with interested DBEs. It is the prime contractor'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.

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

e. 1. 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. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the prime contractor to accept unreasonable quotes in order to satisfy contract goals.

2. A Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

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

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

h. 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.

In determining whether a bidder has made good faith efforts, you must, at a minimum, review the performance of other bidders in meeting the contract goal. 49 CFR Part 26, Appendix A, Section V
Also note that a promise by a Contractor to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

D.3 DBE Substitutions

The DDOT Office of Civil Rights takes the process of substitution of DBE firms on federal-aid contracts 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.

In addition to requiring prior written approval from the Contracting Officer, the Contractor shall not terminate or substitute a DBE without the prior written consent of the DDOT Office of Civil Rights and unless all requirements in 49 CFR Part 26.53 (f)(1)-(6) are met. If a substitution is necessary the new firm must be within the same NAICS Code as the previous DBE firm. The Contractor shall submit all requests for terminations or substitutions to the Contracting Officer and to the Office of Civil Rights at ddot.dbecompliance@dc.gov. The Contracting Officer will coordinate with the Office of Civil Rights.

E. DBE Subcontracting Requirements: No Specific DBE Utilization Goals

This Paragraph I.E applies when the contract does not contain any specific numerical DBE Utilization Goals. Although no numeric DBE goal is assigned to this contract, the Contractor, sub-recipient, sub-consultant or subcontractor should make every reasonable effort to solicit DBE firms to participate as sub-consultants, subcontractors, service providers and suppliers on this project.

The Contractor may find DBE firms certified by the DDOT Unified Certification Program in DDOT’s Disadvantaged Business Enterprise (DBE) Directory. The DBE Directory can be found at the following website: http://ddotfiles.com/db/DBE/dbe.php.

DBE Directory:

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

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

If a proposed partner of the Prime Contractors is not in the DDOT DBE Directory, please contact our office.
II. EQUAL OPPORTUNITY REQUIREMENTS [41 CFR 60-1.4(b)]

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of executive order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor (“Secretary”).

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary, or pursuant thereto, and will permit access to his
books, records, and accounts by the administering agency and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) [41 CFR 60-4.3(a)]

1. As used in these specifications:

   a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;


   d. “Minority” includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be
required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
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.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under...
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 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 conforming 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 Website 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).

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 contract 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 contacting 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.

the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VII. 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:

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
"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.epis.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.epis.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.

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, d
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, SE 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 2013 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, Section 103.02 Contract Labor Provisions of DISTRICT OF COLUMBIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES dated 2013;

(4) In Items A, B and C, 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.
EEO MONTHLY EMPLOYMENT UTILIZATION REPORT
This report is required by the District Department of Transportation pursuant to Equal Employment Opportunity requirements of the referenced contract. Failure to report may result in suspension of payments under this contract.

## 2. PROJECT NAME, LOCATION AND % COMPLETED
WARD__________________%________________

## 3. CONTRACTOR'S NAME:
MINORITY [ ] NON-MIN [ ]

## 4. CONTRACT AMOUNT
$________________________

## 5. CONSTRUCTION TRADE

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| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL ALL EMPLOYEE BY TRADE

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL BLACK (Not of Hispanic Origin)

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL HISPANIC

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL ASIAN OR PACIFIC ISLANDERS

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL AMERICAN INDIAN OR ALASKAN NATIVE

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL MINORITY EMPLOYEES

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL FEMALE PERCENTAGE

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |

TOTAL MINORITY PERCENTAGE

|                | M  | F  | M  | F  | M  | F | M | F | M  |
| Journey Worker |    |    |    |    |    |   |   |   |    |
| APPRENTICE     |    |    |    |    |    |   |   |   |    |
| Helper/Laborer |    |    |    |    |    |   |   |   |    |
| SUB-TOTAL      |    |    |    |    |    |   |   |   |    |
### INSTRUCTIONS FOR FILING MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT (AARU-102)

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

#### Compliance Agency
D. C. Government agency assigned responsibility for equal opportunity. (Secure this information from the contracting agency responsible for the construction project.)

#### Contracting Agency
D. C. Government agency funding project (in whole or in part). If more than one agency, list all.

#### Contractor
Any contractor who has a construction contract with D. C. Government or a contract funded in whole or in part with D. C. Government funds.

#### Minority
Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.

1. **Reporting**
   Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.

2. **Project**
   Project name, location(s), contract number and percent completed. List ward in which project is located.

3. **Contractor**
   Contractor's name and address. Check appropriate boxes—minority or non-minority, prime or sub.

4. **Contracting Agency**
   Name(s) of contracting agency(s) funding or supervising project. List contract amount for each contract.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Construction Trade</td>
<td>Only those construction trades which contractor employs on this project.</td>
</tr>
<tr>
<td>6.</td>
<td>Work-Hours of Employment(a-e)</td>
<td>a: The total number of male hours and the total number of female hours worked by employees in each classification.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>Classification</td>
<td>The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Helper/Laborer).</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Minority Percentage</td>
<td>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).</td>
</tr>
<tr>
<td>8.</td>
<td>Female Percentage</td>
<td>For each trade the number reported in 6a, (F divided by the sum of the number of reported in 6a M and F).</td>
</tr>
<tr>
<td>9.</td>
<td>Total Number of Employees</td>
<td>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.</td>
</tr>
<tr>
<td>10.</td>
<td>Total Number of Minority Employees</td>
<td>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.</td>
</tr>
</tbody>
</table>
General Decision Number: DC170001 09/29/2017  DC1

Superseded General Decision Number: DC20160001

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>0</td>
<td>01/06/2017</td>
</tr>
<tr>
<td>1</td>
<td>01/13/2017</td>
</tr>
<tr>
<td>2</td>
<td>03/17/2017</td>
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<tr>
<td>3</td>
<td>04/21/2017</td>
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<tr>
<td>4</td>
<td>05/05/2017</td>
</tr>
<tr>
<td>5</td>
<td>05/26/2017</td>
</tr>
<tr>
<td>6</td>
<td>06/02/2017</td>
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<td>7</td>
<td>06/09/2017</td>
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<td>8</td>
<td>06/16/2017</td>
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<td>9</td>
<td>07/07/2017</td>
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<tr>
<td>10</td>
<td>07/14/2017</td>
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<tr>
<td>11</td>
<td>07/21/2017</td>
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<td>12</td>
<td>08/11/2017</td>
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<td>13</td>
<td>08/18/2017</td>
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<tr>
<td>14</td>
<td>09/08/2017</td>
</tr>
<tr>
<td>15</td>
<td>09/29/2017</td>
</tr>
</tbody>
</table>

**ASBE0024-001 10/01/2016**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.03</td>
<td>15.32</td>
</tr>
</tbody>
</table>

Asbestos Worker/Heat and Frost Insulator

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
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........$ 22.36 6.79

----------------------------------------------------------------

ASBE0024-005 10/01/2016

Rates Fringes

Fire Stop Technician..........$ 27.56 7.23

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

----------------------------------------------------------------

BOIL0193-001 01/01/2017
Boilermakers: .................. $ 40.47        22.97

BRDC0001-001 04/30/2017

Bricklayer ...................... $ 30.91        10.24

BRMD0001-004 04/30/2017

BRICKLAYER
  Refractory (Firebrick)...... $ 37.72        10.89

CARP0177-001 05/01/2017

Carpenter/Lather................. $ 28.36        11.53

CARP0179-001 05/01/2017

PILEDRIVERMAN.................... $ 29.94        10.95

CARP0179-004 05/01/2017
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIVER TENDER</td>
<td>$ 32.41</td>
</tr>
<tr>
<td>DIVER</td>
<td>$ 41.09</td>
</tr>
</tbody>
</table>

* CARP0219-001 05/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILLWRIGHT</td>
<td>$ 32.49</td>
</tr>
</tbody>
</table>

ELEC0026-001 06/05/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricians</td>
<td>$ 44.65</td>
</tr>
</tbody>
</table>

ELEC0070-001 05/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Construction:</td>
<td></td>
</tr>
<tr>
<td>Cable Splicers</td>
<td>$ 37.50</td>
</tr>
<tr>
<td>Equipment Operators</td>
<td>$ 37.50</td>
</tr>
<tr>
<td>Groundmen</td>
<td>$ 17.44</td>
</tr>
<tr>
<td>Linemen</td>
<td>$ 37.50</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>$ 19.83</td>
</tr>
</tbody>
</table>

ENGI0077-001 05/01/2016
Power equipment operators:

(HEAVY AND HIGHWAY CONSTRUCTION)

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$36.92</td>
<td>8.75+a</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$35.12</td>
<td>8.75+a</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$33.02</td>
<td>8.75+a</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$29.61</td>
<td>8.75+a</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$25.56</td>
<td>8.75+a</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$23.47</td>
<td>8.75+a</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$38.01</td>
<td>8.75+a</td>
</tr>
</tbody>
</table>

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 units, 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.


-----------------------------------------------------------------

ENGI0077-002 06/01/2016

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators:</td>
<td></td>
</tr>
<tr>
<td>(PAVING AND INCIDENTAL GRADING)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1........................$ 29.79</td>
<td>7.55</td>
</tr>
<tr>
<td>GROUP 2........................$ 26.55</td>
<td>7.55</td>
</tr>
</tbody>
</table>
GROUP 3.....................$ 22.84       7.55
GROUP 4.....................$ 20.55       7.55
GROUP 5.....................$ 30.50       7.35

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 07/01/2017

Rates             Fringes

Power equipment operators:
(SEWER, GAS AND WATER LINE
CONSTRUCTION)

GROUP 1.....................$ 32.81   7.70+a
GROUP 2.....................$ 27.00   7.70+a
GROUP 3.....................$ 26.58   7.70+a
GROUP 4.....................$ 25.31   7.70+a
GROUP 5.....................$ 21.23   7.70+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Cranes 50 ton and above.

GROUP 2: Gradall, Lead Mechanic, Crane under 50 ton capacity.

GROUP 3: Boom Trucks, Excavators, Backhoes, Front-End Loaders, Fork Lift/Lull, Bulldozers, Motor Graders, Mechanic 1, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 4: Knuckle Boom, Trenching Machine, Well Drilling Machines, Concrete Mixers, Assistant Mechanic, Mini Excavator under 10,000 lbs. gross weight.

GROUP 5: Oiler, Dump Truck, Skid Steer/Bobcat, Rollers.


IRONWORKER.......................$ 31.15            20.63

LAB00011-003  06/01/2017
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (HEAVY AND HIGHWAY AND SEWER &amp; WATER LINES CONSTRUCTION)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1.................</td>
<td>$ 24.51</td>
</tr>
<tr>
<td>GROUP 2.................</td>
<td>$ 25.14</td>
</tr>
<tr>
<td>GROUP 3.................</td>
<td>$ 25.14</td>
</tr>
<tr>
<td>GROUP 4.................</td>
<td>$ 25.34</td>
</tr>
<tr>
<td>GROUP 5.................</td>
<td>$ 25.89</td>
</tr>
<tr>
<td>GROUP 6.................</td>
<td>$ 26.60</td>
</tr>
<tr>
<td>GROUP 7.................</td>
<td>$ 27.28</td>
</tr>
<tr>
<td>GROUP 8.................</td>
<td>$ 28.19</td>
</tr>
</tbody>
</table>

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 bucker 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 tailhouse 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 equil, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulk, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

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

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

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)
GROUP 8: Licensed powdermen.

----------------------------------------------------------------
LABO0011-004 06/01/2017

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: Preparation for, removing and encapsulation of hazardous materials from non-mechanical systems)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Asbestos Abatement Laborers</td>
<td>$20.92</td>
<td>8.04</td>
</tr>
<tr>
<td>Skilled Toxic and Hazardous Waste Removal Laborers</td>
<td>$23.73</td>
<td>8.04</td>
</tr>
</tbody>
</table>

----------------------------------------------------------------
LABO0011-005 06/01/2017

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (TUNNEL, RAISE &amp; SHAFT (FREE AIR) FOR HEAVY AND SEWER &amp; WATER LINES CONSTRUCTION)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$25.42</td>
<td>8.04</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$26.25</td>
<td>8.04</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$28.33</td>
<td>8.04</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$29.22</td>
<td>8.04</td>
</tr>
</tbody>
</table>
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).

----------------------------------------------------------------

LAB00011-006 06/01/2017

Rates Fringes

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

Gauge Pressure Work Period

<table>
<thead>
<tr>
<th>(Pounds)</th>
<th>(Hours)</th>
<th>$</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>1-14</td>
<td>7........</td>
<td>$ 34.10</td>
<td>8.04</td>
</tr>
<tr>
<td>14-18</td>
<td>6........</td>
<td>$ 40.12</td>
<td>8.04</td>
</tr>
</tbody>
</table>

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

LABO0011-007 08/01/2014

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (PAVING AND INCIDENTAL GRADING)</td>
<td></td>
</tr>
<tr>
<td>Asphalt Raker &amp; Concrete</td>
<td></td>
</tr>
<tr>
<td>Saw Operator.................$ 19.80</td>
<td>6.60</td>
</tr>
<tr>
<td>Asphalt Shoveler.............$ 19.17</td>
<td>6.60</td>
</tr>
<tr>
<td>Asphalt Tammer &amp; Concrete</td>
<td></td>
</tr>
<tr>
<td>Shoveler.....................$ 19.44</td>
<td>6.60</td>
</tr>
<tr>
<td>Jack Hammer...................$ 19.67</td>
<td>6.60</td>
</tr>
<tr>
<td>Laborer......................$ 19.00</td>
<td>6.60</td>
</tr>
<tr>
<td>Sand Setter &amp; Form Setter....$ 20.48</td>
<td>6.60</td>
</tr>
</tbody>
</table>

LABO0011-008 06/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LABORERS (BRICK MASONRY WORK)</td>
<td></td>
</tr>
<tr>
<td>Mason Tenders...............$ 17.00</td>
<td>8.04</td>
</tr>
<tr>
<td>Scaffold Builders,</td>
<td></td>
</tr>
<tr>
<td>Mortarmen.................$ 18.04</td>
<td>8.04</td>
</tr>
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</table>

MARB0002-003 04/30/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
Marble & Stone Mason

Includes Pointing,
Caulking and Cleaning of
All Types of Masonry,
Brick, Stone and Cement

Structures..................$ 36.91            16.55

----------------------------------------------------------------

MARB0003-001 04/30/2017

 Rates     Fringes

Mosaic & Terrazzo Worker,

Tile Layer.....................$ 27.44            11.44

----------------------------------------------------------------

MARB0003-004 04/30/2017

 Rates     Fringes

Marble, Tile & Terrazzo

Finisher.........................$ 22.51            10.50

----------------------------------------------------------------

PAIN0051-001 06/01/2017

 Rates     Fringes

Painters:

All Industrial Work...........$ 30.90            10.49
Bridges, Heavy Highway,
Lead Abatement and
Flame/Thermal Spray...........$ 36.13            11.29
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers................... $ 25.06  9.66 Metal Polishing and Refinishing............... $ 26.06  9.66

PLAS0891-001 02/01/2017

Rates Fringes

Cement Masons:

HEAVY CONSTRUCTION ONLY..... $ 27.65  10.08

PLAS0891-002 06/01/2017

Rates Fringes

Cement Masons: (PAVING & INCIDENTAL GRADING)

Cement Masons............... $ 20.10  7.38
Concrete Saw Operators...... $ 20.10  7.38
Form Setters............... $ 20.10  7.38

PLUM0005-001 08/01/2017

Rates Fringes

Plumbers....................... $ 41.67  17.60+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 08/01/2017

Rates Fringes

Steamfitter, Refrigeration & Air Conditioning Mechanic........$ 40.69 21.07+a


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SHEE0100-001 07/01/2017

Rates Fringes

Sheet Metal Worker.................$ 40.27 18.74+a


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TEAM0639-001 06/01/2017
### Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tractor trailer, Low Boy...$ 24.25</td>
<td>2.52+a</td>
</tr>
<tr>
<td>Truck Drivers...............$ 22.25</td>
<td>2.52+a</td>
</tr>
</tbody>
</table>

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

---

### Truck drivers: (PAVING & INCIDENTAL GRADING)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>All paving projects where the grading is incidental to the paving...............$ 22.25</td>
<td>2.52+a</td>
</tr>
</tbody>
</table>

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

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.
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 **five** and shall be in the following classifications:

<table>
<thead>
<tr>
<th>CRAFT</th>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>2</td>
</tr>
<tr>
<td>Traffic Controller</td>
<td>1</td>
</tr>
</tbody>
</table>

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 an 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.
OFFICE OF CIVIL RIGHTS

DBE UTILIZATION FORM

Please check one: ☐ Original Plan        ☐ Modified Plan

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

DBE PLAN

<table>
<thead>
<tr>
<th>Name &amp; Address of DBE</th>
<th>Description of Work to be completed by DBE</th>
<th>Estimated Dollar Value of DBE Participation</th>
<th>% of DBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SUPPLIES: CALCULATE at 60% of TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Failure to comply with these directives may prevent/delay the issuance of the NTP for this project.

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

{Enter Name of Contractor}  {Enter Name of Authorized Rep}

Contractor  Print Name of Authorized Representative

_________________________  ____________________

DATE:  DATE:

Signature of Authorized Representative

☐      PROVISIONAL APPROVAL: ___________________________  ☐      DENIED_____________________

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

☐      FINAL APPROVAL: ___________________________  ☐      DENIED: ___________________________

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

COMMENT:________________________________________________________________________________________
# DBE Utilization Form Instructions

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

<table>
<thead>
<tr>
<th><strong>Contract/Bid No:</strong></th>
<th>Enter the Project Number or Solicitation Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DBE Goal:</strong></td>
<td>Enter the DBE Goal noted in the Contract/Solicitation documents</td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td>Enter the Project Name as it appears on the Contract/Solicitation documents</td>
</tr>
<tr>
<td><strong>Contract Type:</strong></td>
<td>Enter the Contract Type, i.e., Construction, Design, Construction Management, etc.</td>
</tr>
<tr>
<td><strong>Contract Value:</strong></td>
<td>Contract Award Amount</td>
</tr>
<tr>
<td><strong>DBE Goal Value:</strong></td>
<td>Enter the value of the Contract Award Amount multiplied by DBE Goal Percentage</td>
</tr>
<tr>
<td><strong>Original or Modified Plan:</strong></td>
<td>Indicate whether this is an original DBE Plan or a request for modification due to change in circumstances or as a result of denial of an original plan.</td>
</tr>
</tbody>
</table>

## DBE PLAN

<table>
<thead>
<tr>
<th><strong>Name &amp; Address of DBE:</strong></th>
<th>Enter the DBE Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description of Work to be completed by DBE:</strong></td>
<td>Enter a condensed version of the scope of work to be performed by the DBE. Specify type of work and the percentage of the type of work to be performed by the DBE, i.e., Type: Trucking, Supplies, Material, Labor or a combination thereof. <strong>Please be reminded that if DBE subcontractor’s scope is to furnish Supplies/Material without installation cost must be calculated at 60% of the total contract value to be applied towards DBE Goal!</strong></td>
</tr>
</tbody>
</table>
**Estimated Dollar Value of DBE Participation**: Enter the Estimated Contract Value to be awarded to the DBE for the work to be performed. This Contract Value should appear on the Letter of Intent. If the DBE is a supplier, indicate the amount of expenditures allocated for services separate from supplies.

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

**Totals**: Enter the total of the “Estimated Dollar Value of DBE Participation” and “% of DBE Participation” columns.

Print the Contractor Name                      Print the Authorized Representative Name

Signature of the Authorized Representative     Date form was signed

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

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

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Contract No.</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Weekly Hours**

<table>
<thead>
<tr>
<th></th>
<th>Total This Period</th>
<th>Total To Date</th>
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</table>

**Note:** Fringe Benefits Statement and Signature Block are on reverse.

---

**Do hereby state:**

1. That I pay or supervise the payment of persons employed by ____________________________ on the ____________________________

   (Contractor or Subcontractor)  (Building or Work)

   that during the payroll period commencing on the day of ____________

   19__, and ending on the day of ____________

   19 __all persons employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ____________________________

   (Contractor or Subcontractor)

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

---

**NOTE:** Fringe Benefits Statement and Signature Block are on reverse.
(4) The Contractor, or subcontractor as appropriate, hereby states that:

(WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS)

() Section 1 - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of fringe benefits as listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3 below.

(WHERE FRINGE BENEFITS ARE PAID IN CASH)

<table>
<thead>
<tr>
<th>CLASSIFICATION (Or Classification Code)</th>
<th>Paid to</th>
<th>Paid in</th>
<th>IDENTITY AND LOCATION OF PLAN, FUND OR PROGRAM</th>
</tr>
</thead>
<tbody>
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</table>

The willful falsification of any of the statements which appear above may subject the Contractor or Subcontractor to civil or criminal prosecution. See 18 USC 1001, 1020, and 31 USC 231.
**BIDDER/OFFEROR CERTIFICATION FORM**

**COMPLETION**
The person(s) completing this form must be knowledgeable about the bidder/offeror's business and operations.

**RESPONSES**
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder/offeror's name at the top of each attached page.

**GENERAL INSTRUCTIONS**
This form contains four (4) sections. Section I concerns the bidder/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder/offeror's signature.

**SECTION I: BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION**
Inquiries on Section I: Part I requests information concerning the bidder/offeror's business entity; Part 2 inquires about current or former owners, partners, directors, officers, or principals; Part 3 relates to the responsibility of the bidder/offeror's business. Part IV concerns the bidder/offeror's business certificates and licenses. Part 5 inquires about legal proceedings; Part 6 relates to the bidder/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

**PART 1: BIDDER/OFFEROR INFORMATION**

<table>
<thead>
<tr>
<th>Legal Business Entity Name: Magnificus Corporation</th>
<th>Solicitation #: CW16375</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of the Principal Place of Business (street, city, state, zip code): P. O. Box 70725, Washington, DC 20024</td>
<td>Telephone #: (202) 484-6242 Fax #: (202) 484-6243</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:akintoye@magnificuscorp.com">akintoye@magnificuscorp.com</a></td>
<td>Website: <a href="http://www.magnificuscorp.com">www.magnificuscorp.com</a></td>
</tr>
</tbody>
</table>

**Additional Legal Business Entity Identifiers:** If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive)

<table>
<thead>
<tr>
<th>Type:</th>
<th>Name</th>
<th>EIN:</th>
<th>Status:</th>
</tr>
</thead>
</table>

1. Business Type (Please check the appropriate box and provide additional information if necessary):

- □ Corporation (including PC)
- □ Joint Venture
- □ Limited Liability Company (LLC or PLLC)
- □ Nonprofit Organization
- □ Partnership (including LLP, LP or General)
- □ Sole Proprietor
- □ Other

If "Other," please explain:

2. Was the bidder/offeror's business formed or incorporated in the District of Columbia? □ Yes □ No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

<table>
<thead>
<tr>
<th>State</th>
<th>Country</th>
<th>United States</th>
</tr>
</thead>
</table>

3. Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award, or
(b) Explain its exemption from the requirement.

**PART 2: INDIVIDUAL RESPONSIBILITY**

Page 1 of 5 (Last updated: June 24, 2013)
**PART 3: BUSINESS RESPONSIBILITY**

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Been proposed for suspension or debarment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:  
(a) Any business-related activity; or  
(b) Any crime the underlying conduct of which was related to truthfulness? |     |    |
| 3.5 Been disqualified or proposed for disqualification on any government permit or license? |     |    |
| 3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? |     |    |
| 3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract? |     |    |
| 3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract? |     |    |

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

**PART 4: CERTIFICATES AND LICENSES**

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide an explanation for "Yes" in Subpart 4.1.

**PART 5: LEGAL PROCEEDINGS**

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Had any liens or judgments (not including UCC filings) over $25,000 filed against it which remain undischarged?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the lender or claimant's name, the amount of the lien(s) and the current status of the issue(s).

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Please provide an explanation for each "Yes" in Part 5.

**PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION**

6.1 Within the past five (5) years, has the bidder/offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.2 Within the past five (5) years, has the bidder/offeree had any liquidated damages assessed by a government entity over $25,000?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

6.3 Within the last seven (7) years, has the bidder/offeree initiated or been subject to any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed."

6.4 During the past three (3) years, has the bidder/offeree failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeree failed to file/pay and the current status of the tax liability.

6.5 During the past three (3) years, has the bidder/offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.5, provide the years the bidder/offeree failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.6 During the past three (3) years, has the bidder/offeree failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.6, provide the years the bidder/offeree failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether the bidder/offeree owes any outstanding debt to any state, federal or District of Columbia government.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the bidder/offeree been audited by any government entity?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeree identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse, or any material disallowance?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

**PART 7: RESPONSE UPDATE REQUIREMENT**

7.1 In accordance with the requirement of Section 303(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeree shall update any response provided in Section 1 of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

**PART 8: FREEDOM OF INFORMATION ACT (FOIA)**

8.1 Indicate whether the bidder/offeree asserts that any information provided in response to a question in Section 1 is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-86, D.C. Official Code §§ 2-531.1 et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

| Yes | No |
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

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

PART 1: DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

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

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

(a) ____________________________

(b) ____________________________

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

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

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

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

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

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

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

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

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

Akintoye Sheoan President/CEO

[Insert full name of persons in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder’s/offeror’s organization]

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

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

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

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

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

PART 4: FIRST SOURCE OBLIGATIONS

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

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

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

PART 1: BUY AMERICAN ACT COMPLIANCE

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

### COUNTRY OF ORIGIN

### SECTION IV: CERTIFICATION

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

<table>
<thead>
<tr>
<th>Name (Print and sign)</th>
<th>Akintoye Shoetan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone #</td>
<td>(202) 484-6242</td>
</tr>
<tr>
<td>Fax #</td>
<td>(202) 484-6243</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:akintoye@magnificuscorp.com">akintoye@magnificuscorp.com</a></td>
</tr>
</tbody>
</table>

**Title:** President/CEO  
**Date:** 6/9/2014

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2534. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.
APPENDIX A OF 23 CFR 230 TRAINING SPECIAL PROVISIONS SPECIFIC EEO 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.


Revised 8/88
APPENDIX B OF 23 CFR 230: – 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 journey workers in the type of trade or job classification involved.

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

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

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

Training and upgrading of minorities and women toward journeyworker status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he/she has taken in pursuance thereof, prior to a determination as to whether the contractor is in
compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.
No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyworker status or in which he/she has been employed as a journeyworker. The contractors should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractors records should document the findings in each case.

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

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

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyworker, is caused by the contractor and evidences a lack of good intentions.
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.


8/88