

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**DEPARTMENT OF TRANSPORTATION**

**INFRASTRUCTURE PROJECT MANAGEMENT DIVISION**



**INVITATION FOR BIDS**

**SOLICITATION NO. DCKA-2018-B-0016**

**F.A.P. NO.: STP-8888(488)**

**Citywide Culvert Maintenance and Repair**

Bids will be Publically Opened By The Office Of Contracting and Procurement, Bid Room, located at 55 M Street, S.E., 4<sup>th</sup> Floor, Washington, D.C. 20003

Bids Will Be Opened On March 22, 2018 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

The last day for requests for clarification or interpretation of Bid Documents is March 14, 2018 at 2:00 P.M. Include the Solicitation number in the subject line and email to: [CulvertRehabandRepair@dc.gov](mailto:CulvertRehabandRepair@dc.gov)

---

Prospective Bidders:

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

Pre-Bid Conference will be held on March 7, 2018 at 10:00am.

Bid Opening will be on March 22, 2018 at 2:00 P.M.

**Disadvantaged Business Enterprise (DBE) Goal: 17%**

**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.**

TABLE OF CONTENTS

<u>SP NUMBER</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	BACKGROUND/PROJECT SUMMARY.....	7
2.	SCOPE OF WORK.....	7
3.	CONTRACT TYPE.....	7
4.	AUTHORIZED DISTRICT REPRESENTATIVES.....	8
5.	CONTRACT ADMINISTRATION .....	8
6.	BID DOCUMENTS .....	10
7.	PRE-BID CONFERENCE.....	10
8.	EXAMINATION OF DOCUMENTS.....	10
9.	SITE INVESTIGATION – CONSTRUCTION .....	10
10.	BID PREPARATION AND SUBMITTALS.....	11
11.	STANDARDS OF RESPONSIBILITY .....	12
12.	BID GUARANTY.....	13
13.	PROTESTS .....	14
14.	PRICE REASONABLENESS .....	14
15.	PRICE REALISM .....	14
16.	UNBALANCED PRICES.....	14
17.	EVALUATION OF BIDS AND AWARD OF CONTRACT .....	14
18.	PRE-AWARD APPROVAL.....	14
19.	CONTRACTOR’S IDENTIFICATION.....	15
20.	COORDINATION WITH OTHERS .....	15
21.	ORDER OF PRECEDENCE .....	15
22.	SUBCONTRACTING .....	16
23.	INSURANCE .....	16
24.	DISPUTES.....	21
25.	PAYMENT TO CONTRACTOR .....	23

26.	INVOICE SUBMITTAL REQUIREMENTS .....	24
27.	PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS .....	24
28.	DDOT TITLE VI ASSURANCE.....	25
29.	DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION .....	26
30.	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) .....	26
31.	NON-APPLICABILITY OF DISTRICT HIRING REQUIREMENTS .....	27
32.	USE OF UNITED STATES-FLAG VESSELS.....	27
33.	CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS-BACON ACT) .....	28
34.	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327-330) .....	31
35.	COPELAND ACT (29 CFR 3) .....	32
36.	FHWA BUY AMERICA .....	32
37.	DBE ASSURANCE .....	32
38.	SITE INVESTIGATION - CONSTRUCTION .....	32
39.	APPLICABLE WAGE DECISION/WAGE RATES .....	33
40.	CONSTRUCTION SCHEDULING .....	33
41.	CONTRACT TIME .....	34
42.	FAILURE TO COMPLETE ON TIME .....	34
43.	TEMPORARY STREAM DIVERSION DIKE .....	35
44.	DEWATERING BASIN .....	35
45.	RIPRAP CHANNEL PROTECTION .....	37
46.	MISCELLANEOUS FENCING SPECIAL ITEM .....	38

**APPENDICES:**

<b>TITLE</b>	<b>PAGES</b>
1. SUBCONTRACTOR APPROVAL REQUEST FORM.....	1 PAGE
2. CONSTRUCTION ZONE TRAFFIC CONTROL DEVICE INSPECTION LOG .....	1 PAGE
3. FHWA REQUIRED AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND SUBCONTRACTING REQUIREMENTS AND ASSURANCES (09/17) .....	13 PAGES
4. FHWA-1273, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS .....	12 PAGES
5. EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS .	2 PAGES
6. EEO MONTHLY EMPLOYMENT UTILIZATION REPORT .....	2 PAGES
7. DEPARTMENT OF LABOR GENERAL WAGE DECISION NUMBER DC180001 .....	12 PAGES
8. OFFICE OF CIVIL RIGHTS DBE UTILIZATION FORM.....	2 PAGES
9. WEEKLY STATEMENT OF COMPLIANCE .....	2 PAGES
10. 23 CFR 230, SUBPART A,APPENDIX A – SPECIAL PROVISIONS EEO RESPONSIBILITIES	6 PAGES

---

## SPECIAL PROVISIONS

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

**Citywide Culvert Rehabilitation and Repair**  
**Invitation No.: SOLICITATION # DCKA-2018-B-0016**  
**FAP No.: STP-8888(488)**

This document consists of:

**INVITATION FOR BIDS WITH ATTACHMENTS**

**BID FORMS AND PROPOSAL, INCLUDING PAY ITEM SCHEDULE**

**WORK PLAN**

Bidders should satisfy themselves that they have a complete document. Missing pages will 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-12 73 (2012) (Appendix 4, attached)

DDOT Standard Specifications for Highways and Structures (2013) ("Standard Specifications")

**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**.

In the **PAY ITEM SCHEDULE**, the first three-digit portion of each pay item numbers refers to the section of the **STANDARD SPECIFICATIONS** in which the item is described. 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. BACKGROUND/PROJECT SUMMARY**

The objective of this project is to address repairs and rehabilitate District Department of Transportation owned culverts while:

- A. Keeping culverts free from accumulation of sediment, excessive vegetation and other obstructions like tree branches, debris and etc.
- B. Maintaining head and wing walls on the ends of the culvert to improve protection for the embankment.
- C. Repairing scour holes under culvert structure and other damages such as breaks and /or shifts in the structure and waterways, conduits and paving.
- D. Protecting/Repairing embankments from scouring and collapse

Additionally, locations throughout the District have become flood prone due to various factors. This project will perform corrective maintenance work such as re-establishing the curb and gutter of a roadway, installing catch basins, milling and paving roadways, and etc. to ensure proper roadway drainage.

## **2. SCOPE OF WORK**

The Office of Contracting and Procurement, on behalf of the District Department of Transportation (“the District”) seeks a contractor to perform regularly over an established time period, under an indefinite delivery/indefinite quantity clause contract, routine citywide rehabilitation and repair of culverts, roadway drainage, and emergency works throughout the District. The contract will have the result to maintain/improve the hydraulic capacity and structural integrity of the Districts culverts and roadways. The project will repair deterioration and distress in culvert materials to maintain the structural integrity of the culverts; replace deteriorated sidewalks and pavement due to culvert upheaval; install guard rails as needed to improve pedestrian safety; remove trees branches, excessive vegetation, and other debris to enhance the flow of the streambed; replace stones in retaining walls as needed; repair headwalls and wingwalls to protect their embankments; implement actions designed to address flood prone locations within the District.

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 will be made. Cost of this protective work shall be reflected and distributed among the Contract pay items.

## **3. CONTRACT TYPE**

- A. In accordance with Title 27 DCMR, Chapter 24, the Contract type shall be Indefinite Delivery, Indefinite Quantity (IDIQ).
- B. This is an IDIQ contract for the construction specified, and effective for the period stated. The quantities specified in the Schedule are estimates only. Individual bid items must not be unbalanced since precise quantities and locations are unknown at this time. DDOT will assign

any construction task order to the Contractor on an as-needed basis. The contract shall be a fixed unit price contract.

- a. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, SP Number 21. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule. The District will order at least the minimum amount of \$435,000.00.
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

C. Ordering Clause

- a. Any construction to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**4. AUTHORIZED DISTRICT REPRESENTATIVES**

Contracting Officer (CO): Fatmata A. Tibbs  
District Department of Transportation  
202-741-5381  
Fatmata.Tibbs@dc.gov

Contract Administrator (CA): TBD

**5. 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 will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

## B. Contract Administrator (CA)

### 1. CA Responsibilities

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

- a. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- b. Coordinating site entry for Contractor personnel, if applicable;
- c. Reviewing and approving invoices for fixed-price 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.

## **6. 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, Work Plan, and addenda, which form the basis of any bid, shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective Bidders by that office indicated in the Advertisement or invitation.

## **7. PRE-BID CONFERENCE**

Prospective bidders are invited to attend a pre-bid conference to discuss the proposed work under the Contract. The pre-bid conference will be held on March 7, 2018 at 55 M Street, SE, Suite 400, Washington, DC 20003. To register for the pre-bid conference, please email [CulvertRehabandRepair@dc.gov](mailto:CulvertRehabandRepair@dc.gov).

District Department of Transportation (DDOT) representatives will 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 will 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.

## **8. 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 will 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.

## **9. 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 Work Plan and Specifications made a part of the Contract.

Bidders are on notice that the Bidder awarded the Contract will 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.

#### **10. BID PREPARATION AND SUBMITTALS**

Standard Specifications 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. Note that Bidders must only complete Sections I, II, & IV of the Bidder/Offeror Certification Form. Section III does not apply to this procurement.

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

##### **B. Bid Form (Electronic Price Schedule)**

- a. Bidder must download both the AASHTOWare Project Bid™ Electronic Bidding System (“Expedite software”) and the Electronic Price Schedule Form. Bidders must input pricing on the Electronic Price Schedule using the Expedite software. Save a copy of the file on a USB Flash Drive and include it in the bid submission.

- i. The Expedite Software may be found at <https://dtap.ddot.dc.gov>. From the website menu, click Projects. Under All Projects, navigate to the Solicitation

section and click the AASHTOWare Expedite - Download link. Next, click Run. After installation, the Expedite software will prompt you to add your business information. Click OK. The software opens the Bidder Information tab of the BID Options window. Please enter your company ID information to match exactly what the agency has on file. Save as "company.ebs"

- ii. The Electronic Price Schedule may be found as an .ebs file with the Bid Documents under the Solicitation section for this Project.
- iii. To obtain bidder ID for AASHTOWare, email request to CulvertRehabandRepair@dc.gov.

- b. Bidders are advised that in the event of a discrepancy between the paper and electronic versions, the paper version has priority.

#### C. 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 will 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.

#### D. Discussions

The District reserves the right to accept or reject, in whole or in part, any and all bids received in response to this Invitation for Bid (IFB); to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Offerors, who have submitted acceptable bids. The District also reserves the right, in its sole discretion, to award a contract based upon the written bids received, without discussions or negotiations.

### **11. 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;
7. Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.;
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 bid submission.

**12. BID GUARANTY**

This Special Provision supplements Standard Specifications Section 102.01 Article 12(A).

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.

### **13. 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 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001.

### **14. PRICE REASONABLENESS**

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

### **15. 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.

### **16. 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 offers as to materially reduce the effectiveness of the Total Evaluated Price formula in determining the potential cost of an bid in comparison to other, balanced, bids.

### **17. 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 will request the Contractor and his/her surety to extend the bid bond for an additional (30) days.

### **18. 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**

### **19. 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.

### **20. 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, will be, or may be let for work in the vicinity of the project area.

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

Refer to the 'UTILITY' Special Provisions for additional coordination efforts with affected utilities within the project sites. The Contractor shall maintain coordination with the public utility companies prior to start of the construction and during all construction phases of the project.

The District assumes no liability, other than authorized time extensions, for Contract delays or damages resulting from delays or lack of progress by others.

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

### **21. 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 Work Plan, 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.

## **22. 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.

## **23. INSURANCE**

This Special Provision supersedes Section 107.13 of the Standard Specifications.

**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 insureds 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 comment (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

employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 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.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. 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 costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will

be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

8. Installation-Floater Insurance - For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
9. 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 \$2,000,000 per claim or per occurrence for each wrongful act and \$4,000,000 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.
10. 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. 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.

- B. 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.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or

damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Fatmata A. Tibbs  
55 M Street, SE  
Washington, DC 20003  
(202) 745-5381  
Fatmata.Tibbs@dc.gov**

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).

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

## **24. 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
- g. 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 will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
  - 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.

## **25. PAYMENT TO CONTRACTOR**

This paragraph modifies and supplements the Standard Specifications Section 103.01 Article 9, "Payments to Contractor," as follows:

- A. **Monthly Invoices.** On a monthly basis, the Contractor shall submit an invoice, prepared in accordance with the Price Schedule, for completed work. District will make payments to the Contractor for work satisfactorily performed and accepted, less any retainage, discounts, allowances or adjustments provided for in this Contract. The District will pay the Contractor on or before the 30<sup>th</sup> day after approval of an invoice for payment.
- B. **Retainage.**
1. The amount of retainage will not exceed 5% of the partial payment up to a maximum retainage amount of 50% of the Total Contract Cost unless the Contractor has been notified in writing of its failure to meet Contract requirements. If the Contractor has been so notified, the Contracting Officer may withhold retainage up to 10% of the partial payment.
  2. Upon request by the Contractor, DDOT shall incrementally accept portions of the construction Work. Such acceptances shall be in accordance with the requirements of Section 105.13 of the DDOT Standard Specifications for Highways and Structures (2013). Retainage attributable to such partial acceptance shall be paid to the Contractor, and the Contractor shall pay all retainage owed to a subcontractor for satisfactory completion of the accepted work within seven (7) days after the District's payment to the DB Contractor.
  3. For Task Orders issued under an IDIQ contract, the Contracting Officer will release all retainage for a task order once all work under the task order has been performed and Final Acceptance has been achieved.

## **26. INVOICE SUBMITTAL REQUIREMENTS**

- A. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.1. Invoices shall be prepared in duplicate and submitted via U.S. mail, or hand delivered, to:

DDOT Customer Service  
DDOT Front Desk  
55 M Street SE, 4<sup>th</sup> Floor  
Washington DC 20003

Envelopes must be clearly marked "Invoice" and include the name of the CA.

- 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.

## **27. 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.



## **28. 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.

#### **29. 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.

#### **30. 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:

Time- tables	Goals for minority participation in each trade	Goals for female participation in each trade
	28 %	6.9 %

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 will 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.

### **31. NON-APPLICABILITY OF DISTRICT HIRING REQUIREMENTS**

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

### **32. 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.

### **33. 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 will 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 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, 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 therefor 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 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 Administrator of the Wage and Hour Division for determination. The 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 (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.

### **34. 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 will 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 will 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 will 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.

### **35. 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.

### **36. FHWA BUY AMERICA**

This paragraph supersedes Standard Specification Section 103.01, Article 24, Buy American.

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.

### **37. 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.

### **38. 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 Work Plan 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.

### **39. 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. DC180001, Modification No. 0** dated January 5, 2018 is bound herein and contains the specific applicable wage rates, which are:

#### **Heavy Construction**

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 will include all intervening modifications to the General Wage Decision. The Contractor will be reimbursed this added labor cost.

### **40. 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.

## **41. CONTRACT TIME**

This Special Provision supplements Sections 108.09 of the Standard Specifications. Substantial Completion and Final Acceptance dates will be included in individual Task Orders.

### 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:

- a. 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.
- b. 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.
- c. 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 will be allowed.
- d. 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 will not consider any requests for partial suspension or time extension for time lost due to inclement weather.
- e. 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.
- f. The Contractor must be aware that part of his/her work may include coordination with various Government agencies. Delay by any outside sources will not constitute grounds for waiving of this paragraph.
- g. 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.

## **42. FAILURE TO COMPLETE ON TIME**

Section 108.09 of the Standard Specifications apply Liquidated damages will be included in individual Task Orders.

### **43. TEMPORARY STREAM DIVERSION DIKE**

#### **DESCRIPTION**

The work should consist of installing sandbag or stone flow diversions for the purpose of erosion control when construction activities occur within the stream channel.

#### **MATERIALS**

Materials for temporary stream diversion dikes should meet the following requirements:

- 1) Sandbags: Sandbags should consist of materials which are resistant to ultra-violet radiation, tearing, and puncture and should be woven tightly enough to prevent leakage of the fill material (i.e., sand, fine gravel, etc.).
- 2) Sheeting: Sheeting should consist of polyethylene or other materials which are impervious and resistant to puncture and tearing.

#### **INSTALLATION GUIDELINES**

All erosion and sediment control devices should be implemented as the first order of business according to a plan approved by DOEE. Installation should proceed from upstream to downstream during periods of low flow. If necessary, silt fence or straw bales should be installed around the perimeter of the work area.

Sandbag diversions can be used independently or as components of other stream diversion techniques. Installation of this measure should proceed as follows:

1. The diversion structure should be installed from upstream to downstream.
2. The height of the sandbag diversion should be a function of the duration of the project in the stream reach. For installation with duration less than 2 weeks, the height of the diversion should be one half the stream bank height, measured from the channel bed, plus 1 foot (0.3 meters) or bank full height, whichever is greater. For installations of longer duration, the top of the sandbag or stone diversion should correspond to bank full height. For diversion structures utilizing sandbags, the stream bed should be hand prepared prior to placement of the base layer of sandbags in order to ensure a water tight fit. Additionally, it may be necessary to prepare the bank in a similar fashion.
3. All excavated material should be deposited and stabilized in an approved area outside the 100-year flood plain unless otherwise authorized by the DOEE.
4. Sediment-laden water from the construction area should be pumped to a dewatering bag or another approved filtering device.

#### **MEASUREMENT AND PAYMENT**

Temporary stream diversion dikes will be measured and paid for at the Contract unit price per each and will include sandbags, sheeting, straw bales, placing, repairing disposal and any other incidentals necessary to complete the work.

### **44. DEWATERING BASIN**

#### **DESCRIPTION**

This item consists of dewatering work areas using a geo-textile bag through which sediment-laden water is pumped in order to filter water prior to discharge.

## MATERIALS

Non-woven geotextile with double stitched seams using high strength thread. Size sleeve to accommodate a maximum of 4-inch diameter pump discharge hose. The bag must be manufactured from a nonwoven geotextile that meets or exceeds minimum average roll values (MARV for the following:

Grab Tensile	250 lb.
ASTMD-4632	
Puncture	150 lb.
ASTMD-4833	
Flow Rate	70 gal/min/ft <sup>2</sup>
ASTMD-4491	
Permittivity (sec <sup>-1</sup> )	1.2 sec <sup>-1</sup>
ASTMD-4491	
UVResistance	70% strength @ 500 hours
STMD-4355	
Apparent Opening Size (AOS)	0.15-0.18 mm
ASTMD-4751	
Seam Strength	90%
ASTMD-4632	

## CONSTRUCTION

Furnish the required bags, straw bales, stone, pump, hoses, and connections to perform dewatering activities. Determine the dimensions necessary to provide the required storage volume.

Place dewatering bag on suitable base (e.g., mulch, leaf/wood compost, woodchips, sand, or straw bales) located on a level or 5% maximum sloping surface. Discharge to a stabilized area. Extend base a minimum of 12 inches from edges of bag. The dewatering bag should be placed in a location that allows for ease of disposal of the trapped sediment and has minimal interference with construction activities and pedestrian traffic.

Replace dewatering bag if bag clogs or has rips, tears, or punctures. During operation keep connection between pump hose and filter bag water tight. Replace bedding if it becomes displaced.

Tightly seal sleeve around the pump discharge hose with a strap or similar device. The connection between the pump hose and the dewatering bag shall be kept water tight during operation. Control pumping rate to prevent excessive pressure within the dewatering bag in accordance with the manufacturer recommendations. As the bag fills with sediment, reduce pumping rate.

Remove and properly dispose of dewatering bag upon completion of pumping operations or after bag has reached capacity, whichever occurs first. Spread the dewatered sediment from the bag in an approved upland area and stabilize with seed and mulch by the end of the work day. Restore the surface area beneath the bag to original condition upon removal of the device.

## MEASUREMENT AND PAYMENT

Dewatering Bags will be measured and paid for at the Contract unit price per each and will include pump, hose, connections, straw bales, locating, relocating, disposal and any other incidentals necessary. No adjustments will be made for resizing or relocating bags to meet stream clarity discharge requirements to complete the Work.

#### **45. RIPRAP CHANNEL PROTECTION**

##### **DESCRIPTION**

This Work shall consist of protecting channels with a covering of geotextile and stone or an aggregate filter blanket.

##### **MATERIALS**

Aggregate Filter Blanket – 822.09

Crusher Run Aggregate CR-6 – 804.4

Stone – 803.10

Geotextile, Class as Specified – 822.09

##### **CONSTRUCTION REQUIREMENTS**

###### **A. EXCAVATION**

Excavate for riprap and cutoff walls to the specified lines and grades. Ensure that the subgrade is smooth and firm, free from protruding objects that would damage the geotextile, and constructed in an acceptable manner. For excavated material, refer to 402.03.01.

###### **B. GEOTEXTILE**

Place the geotextile on the prepared subgrade with the adjacent edges overlapping at least 2 ft. Replace or repair damaged geotextile as directed.

###### **C. AGGREGATE FILTER BLANKET**

When an aggregate filter blanket is specified, construct it to the specified lines and grades and compact it in an acceptable manner.

###### **D. RIPRAP PLACEMENT**

Ensure that the underlying surface is free of brush, trees, and stumps, and is acceptable to the Engineer.

Place the first section of riprap consisting of at least 5 tons, which will be inspected by the Engineer for conformance to gradation and placement requirements. If approved, this section will be used to evaluate quality control for the remainder of the project. If the material is rejected, remove it from the project and place additional sections, each at least 5 tons.

Begin the placement of the riprap with the bottom cutoff walls or toe sections. Place the larger stones in the cutoff walls and along the outside edges of the limits of slope and channel protection. Place the riprap with equipment that produces a uniformly graded mass of stones. Ensure that the surface elevation of completed riprap installations is flush with adjacent channel bed or bank slope elevations, and does not create an obstacle to the flow. Ensure that the outer riprap surfaces are even and present a generally neat appearance. The plus or minus tolerance of the surface of the finished riprap installation is 3 in. for Class I Riprap and 6 in. for Class II and III Riprap from the lines and grades shown

on the Contract Documents when measured perpendicular to the exterior surface of the stonework. Place and distribute the stone so the resulting layer will contain a minimum of voids and there will be no pockets of same size material. Place the stone to its full course thickness in one operation in a manner that the underlying material is not be displaced or worked into the course of riprap being placed. When an aggregate filter blanket is used, proceed with the placement of the riprap in a controlled manner to avoid disruption or damage to the layer of bedding material. 312.03.05 Backfill. Backfill any excavation voids existing along the edges of the completed slope and channel protection, and compact it in an acceptable manner.

#### **MEASURE AND PAYMENT**

- (A) Riprap Channel Protection will be measured and paid for at the Contract unit price per square yard. Area measurements will be actual surface measurements.
- (B) Cutoff Walls will be measured and paid for at the Contract unit price per linear foot.
- (C) Aggregate Filter Blanket will be measured and paid for at the Contract unit price per square yard for the depth specified.

#### **46. MISCELLANEOUS FENCING SPECIAL ITEM**

##### **DESCRIPTION**

This item consists of replacing the chain link fence posts in-kind.

##### **MATERIALS**

Chain Link Fence Components – 813.03A (2) and 813.03(A) (3)

Non-shrink Grout – A propriety formulation with a minimum bond strength of 3000 psi per ASTM C882, compressive strength of 5000 psi minimum after 24 hours per ASTM C579.

##### **CONSTRUCTION REQUIREMENTS**

Installation shall be by skilled mechanics experienced in the erection of this type of fence. Construction shall be as follows:

- (A) Carefully detach the chain link fence from the fence posts to be replaced. Remove the fence posts from the wingwall.
- (B) Fence post holes shall be structurally sound and free from all dust, dirt, grease, paint and other foreign material. Fence post holes shall then be blown clean with oil-free and clean air.
- (C) The post shall be set plumb in the concrete wing walls using non-shrink grout. Cure per manufacturer's recommendation.
- (D) Reattach after minimum of 24 hours of curing or as per grout manufacturer's recommendation.
- (E) The fence shall be taut and true.
- (F) If wingwall concrete develops spall during removal and/or cleaning of fence post hole, repair the damaged area in accordance to Section 716.

##### **MEASURE AND PAYMENT**

The unit of measure and payment will be per each fence post replacement. Payment will include the fabricating and furnishing of all materials, including labor, tools, equipment, spall repair and incidentals

necessary to complete the work.