



A. SOLICITATION, OFFER, AND AWARD				1. Caption DC PLUG Feeder 308			Page of Pages 1 of 65 (plus attachments)			
2. Contract Number		3. Solicitation Number DCKA-2018-B-0025		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency			5. Date Issued		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE – Suite 700S Washington, DC 20003						8. Address Offer to: Infrastructure Project Management Administration Department of Transportation 55 M Street, SE, 4 th Floor Washington, DC 20003				
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at address in 8 above until 2:00 pm local time on March 19, 2018										
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact		A. Name Donnetta Butler , Contract Specialist			B. Telephone (Area Code) 202 (Number) 524-8139 (Ext)			C. E-mail Address Donnetta.Butler@dc.gov		
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OFFER										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>270</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13 Not Applicable										
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number			Date			Amendment Number		Date
15A. Name and Address of Offeror					16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature			18. Offer Date		
(Area Code)	(Number)	(Ext)								
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered				20. Amount			21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
 Government of the District of Columbia					 Office of Contracting & Procurement					

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 Summary

The District of Columbia Office of Contracting and Procurement (“OCP”), on behalf of the Department of Transportation (“DDOT”), is issuing this Solicitation to solicit bids from firms interested in providing Civil Infrastructure Construction for the District of Columbia Power Line Undergrounding (DC PLUG) Feeder 308 (the “Project”).

B.2 Type of Contract

In accordance with 27 DCMR, Chapter 24 the Contract awarded under this Solicitation shall be Fixed-Price with a ceiling. The ceiling is the Contract Award amount.

B.3 PRICE SCHEDULE

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0005	000504 Unassigned Special Item -CY - DC PLUG 620 085 Undercut Excavation and Backfill	3,260.000 CY	_____	_____	_____	_____
0010	000504 Unassigned Special Item -CY - DC PLUG 620 091 Thermal Backfill For Crossing of Exist. Pepco Transmission Lines	33.000 CY	_____	_____	_____	_____
0015	000506 Unassigned Special Item -EACH - DC PLUG 620 058 Penetrate Existing Pepco Manhole for Duct Entrance (4 to 8 way)	8.000 EACH	_____	_____	_____	_____
0020	000506 Unassigned Special Item -EACH - DC PLUG 620 059 Rebuild Existing Manhole (4.5'X6' to 6'X12' All Depths)	1.000 EACH	_____	_____	_____	_____
0025	000506 Unassigned Special Item -EACH - DC PLUG 620 060 Const. Cast-In Place Rdwy MH Over Exist. Duct (6'X12' All Depths)	1.000 EACH	_____	_____	_____	_____
0030	000506 Unassigned Special Item -EACH - DC PLUG 620 061 Const. Cast-In Place Sdwk UG Switch Over Exist. Duct (6'X18')	1.000 EACH	_____	_____	_____	_____
0035	000506 Unassigned Special Item -EACH - DC PLUG 620 062 - Install Precast Sidewalk UG Switch MH (6'X18' All Depths)	3.000 EACH	_____	_____	_____	_____
0040	000506 Unassigned Special Item -EACH - DC PLUG 620 063 - Install Precast Roadway MH (6'X12' All Depths)	15.000 EACH	_____	_____	_____	_____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0045	000506 Unassigned Special Item -EACH - DC PLUG 620 064 Install Precast Roadway MH (4.5'X6' All Depths)	35.000 EACH		.		.
0050	000506 Unassigned Special Item -EACH - DC PLUG 620 066 Const. Cast-In Place Sdwk UG Switch MH (6'X18' All Depths)	1.000 EACH		.		.
0055	000506 Unassigned Special Item -EACH - DC PLUG 620 067 Const. Cast-In Place Rdwy MH (6'X12' All Depths)	3.000 EACH		.		.
0060	000506 Unassigned Special Item -EACH - DC PLUG 620 068 Const. Cast-In Place Rdwy MH (4.5'X6' All Depths)	6.000 EACH		.		.
0065	000506 Unassigned Special Item -EACH - DC PLUG 620 081 Install a Precast Taphole (3.5'LX3.5'WX4'H)	18.000 EACH		.		.
0070	000506 Unassigned Special Item -EACH - DC PLUG 620 082 Install a Precast Transformer Enclosure	45.000 EACH		.		.
0075	000506 Unassigned Special Item -EACH - DC PLUG 620 092 Pepco Furnished Electric Splice Box Installation	1.000 EACH		.		.
0080	000506 Unassigned Special Item -EACH - DC PLUG 620 094 Install Fiberglass Pad Mounted Transformer Base (4'-3"x4'-8")	1.000 EACH		.		.

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0085	000509 Unassigned Special Item -LF - DC PLUG 620 069 Install 2 Way Conduit 4" PVC (All Depths)	2,478.000 LF	_____	_____	_____	_____
0090	000509 Unassigned Special Item -LF - DC PLUG 620 070 Install 4 Way Conduit 4" PVC (All Depths)	11,951.000 LF	_____	_____	_____	_____
0095	000509 Unassigned Special Item -LF - DC PLUG 620 071 Install 6 Way Conduit 4" PVC (All Depths)	11.000 LF	_____	_____	_____	_____
0100	000509 Unassigned Special Item -LF - DC PLUG 620 072 Install 8 Way Conduit 4" PVC (All Depths)	536.000 LF	_____	_____	_____	_____
0105	000509 Unassigned Special Item -LF - DC PLUG 620 074 Install 2 Way Conduit 5" Fiberglass (All Depths)	2,793.000 LF	_____	_____	_____	_____
0110	000509 Unassigned Special Item -LF - DC PLUG 620 075 Install 4 Way Conduit 5" Fiberglass (All Depths)	5,227.000 LF	_____	_____	_____	_____
0115	000509 Unassigned Special Item -LF - DC PLUG 620 076 Install 6 Way Conduit 5" Fiberglass (All Depths)	3,008.000 LF	_____	_____	_____	_____
0120	000509 Unassigned Special Item -LF - DC PLUG 620 077 Install 8 Way Conduit 5" Fiberglass (All Depths)	2,192.000 LF	_____	_____	_____	_____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0125	000509 Unassigned Special Item -LF - DC PLUG 620 078 Install 2 Way Concrete Encased Fiberglass Duct W/Dual Pole Bends	5.000 LF	_____	_____	_____	_____
0130	000509 Unassigned Special Item -LF - DC PLUG 620 084 Install 2 Way Concrete Encased PVC Ductbank W/Dual Pole Bends	264.000 LF	_____	_____	_____	_____
0135	108002 Mobilization	LUMP SUM	LUMP SUM		_____	_____
0140	108012 Engineer's Field Facilities	LUMP SUM	LUMP SUM		_____	_____
0145	108016 Field Layout	LUMP SUM	LUMP SUM		_____	_____
0150	200005 Earthwork and Excavation Special Item - CY - DC PLUG 620 095 Rock Excavation for Pepco Facility Construction	481.000 CY	_____	_____	_____	_____
0155	207008 Borrow Trench Backfill	12,424.000 CY	_____	_____	_____	_____
0160	209002 Aggregate Base Course	6,620.000 CY	_____	_____	_____	_____
0165	212991 Test Pit Special Item - EACH -	155.000 EACH	_____	_____	_____	_____
0170	402010 HMA Surface Course, 12.5 mm	2,947.000 TON	_____	_____	_____	_____
0175	403002 Tack Coat	27,092.000 SY	_____	_____	_____	_____
0180	410002 Pavement Profiling (Milling)	27,092.000 SY	_____	_____	_____	_____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0185	501991 Portland Cement Concrete Pavement Special Item -CY - High Early Strength PCC Pavement	349.000 CY	_____	_____	_____	_____
0190	502004 PCC Base for Utility Cuts	2,331.000 CY	_____	_____	_____	_____
0195	503006 Reinforced PCC Alley, 8 Inch	576.000 SY	_____	_____	_____	_____
0200	605018 Repair-Replace PCC Sidewalk, 4 Inch	356.000 SY	_____	_____	_____	_____
0205	605026 Brick Sidewalk on PCC Base	11.000 SY	_____	_____	_____	_____
0210	605038 Block Sidewalk Repair on PCC Base	2.000 SY	_____	_____	_____	_____
0215	606002 PCC Curb	315.000 LF	_____	_____	_____	_____
0220	606004 PCC Curb and/or Gutter	1,097.000 LF	_____	_____	_____	_____
0225	606064 Furnish and Set 8"x12" Granite Straight Curb	165.000 LF	_____	_____	_____	_____
0230	606066 Furnish&Set 8"x12" Granite Circular Curb Radius Under 10Ft	22.000 LF	_____	_____	_____	_____
0235	606082 Reset Stone Curb	53.000 LF	_____	_____	_____	_____
0240	606098 PCC Wheelchair/Bicycle Ramp - New Construction	12.000 EACH	_____	_____	_____	_____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0245	608002 Remove Tree and Stump up to 6 Inch Dia.	4.000 EACH	_____	_____	_____	_____
0250	608004 Remove Tree and Stump 6 to 12 Inch Dia.	1.000 EACH	_____	_____	_____	_____
0255	608006 Remove Tree and Stump 12 to 18 Inch Dia.	2.000 EACH	_____	_____	_____	_____
0260	608008 Remove Tree and Stump 18 to 24 Inch Dia.	1.000 EACH	_____	_____	_____	_____
0265	608072 Tree Protection and Replacement	237.000 EACH	_____	_____	_____	_____
0270	612054 Thermoplastic Pavement Marking, 4 Inch	1,177.000 LF	_____	_____	_____	_____
0275	612058 Thermoplastic Pavement Marking, 6 Inch	3,669.000 LF	_____	_____	_____	_____
0280	612064 Thermoplastic Pavement Marking, 12 Inch	1,342.000 LF	_____	_____	_____	_____
0285	612066 Thermoplastic Pavement Marking, 24 Inch	1,334.000 LF	_____	_____	_____	_____
0290	612068 Thermoplastic Pavement Letter	4.000 EACH	_____	_____	_____	_____
0295	612070 Thermoplastic Pavement Arrow	1.000 EACH	_____	_____	_____	_____
0300	612092 Truck Mounted Attenuator	6.000 EACH	_____	_____	_____	_____
	DC PLUG - DDOT Pay Item					
0305	612100 Portable Changeable Message Sign	4.000 EACH	_____	_____	_____	_____

Total: _____

Total Bid: _____

B.4 Notice of Subcontracting Requirements

For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

The Subcontracting Plan form is available <http://ocp.dc.gov/node/541462>.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

Work under this contract consists of Civil Infrastructure Construction for DC PLUG Feeder No. 308 located in Ward 3. The scope of work includes, but is not limited to, the following major improvements:

- A. The removal and disposal of existing roadway pavement, curb, gutter, sidewalks, and trees, and milling of existing asphalt pavement to the extents shown on plans.
- B. The installation of Pepco supplied materials such as PVC and fiberglass conduits, precast and cast-in-place manholes, precast tapholes, precast transformer enclosures, precast transformer pads, and other related items and components.
- C. The furnishing and installation of concrete for ductbank encasement.
- D. The furnishing and installation of thermal fill for ductbank encasement at transmission feeder crossings.
- E. The furnishing and installation of concrete and reinforcing steel for cast-in-place manhole construction.
- F. Excavation and backfilling of all utility cuts.
- G. Temporary restoration of all utility cuts.
- H. Permanent restoration of all utility cuts.
- I. Restoration of all pavement markings disturbed by the utility cut and pavement restoration work.
- J. Pavement profiling (milling) and overlay of utility cuts in accordance with DDOT standards.
- K. Installation of topsoil, seed, and mulch on all disturbed earth and grass areas.
- L. Installation of replacement curb (any type), curb and gutter (any type), and sidewalk (any type) sections.
- M. The installation and use of erosion and sediment control measures as required.
- N. Dust control during pavement sawcutting and excavation operations.
- O. Mobilization and demobilization, completion of field layout, provision and maintenance of engineer's field facilities, progress photographs, rodent control, and the proper maintenance of vehicular and pedestrian traffic during construction, including provision of all required construction warning and detour signs and traffic control devices.

Work also includes all incidentals needed to complete the project as shown on the Contract plans, and described in the Specifications and the Technical Specifications or as directed by the Engineer.

C.2 APPLICABLE DOCUMENTS

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

Title
DDOT Standard Specifications for Highways and Structures, 2013
DDOT Standard Drawings, 2015
Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
First Source Employment Agreement
Subcontracting Plan Form at http://ocp.dc.gov/node/541462

C.3 BRAND NAME OR EQUAL

- A. If items called for by this Solicitation have been identified by a brand name description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. "Equal" products will be considered if such products are clearly identified and are determined by the District to be equal in all material respects to the brand name products referenced in the Solicitation.
- B. The Contractor must provide all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Contract. In making the determination as to equality of a produce the District will consider information furnished by the Contractor. The District may, but is not obligated to, also consider information reasonably available to the purchasing authority.

C.4 SUPPLEMENTARY SPECIFICATIONS

Supplementary Specifications (also referred to as "Special Provisions") are included as an attachment to Section J. Subparagraph lettering/numbering in the Supplementary Specifications is for the convenience of the Contractor and DDOT only. It is not intended to reference the subparagraph lettering/numbering in the Standard Specifications. See Attachment J.8.

SECTION D: PACKAGING AND MARKING

Not Applicable.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for this Contract shall be governed by Section 105.13, Inspection – Acceptance, of the Standard Specifications for Highways and Structures (2013).

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of three hundred forty (340) consecutive calendar days from date of Notice to Proceed (NTP).

F.2 PERIOD OF PERFORMANCE

In accordance with Sections 108.08, "Determination of Time and Substantial Completion," and 108.09, "Substantial Completion and Final Acceptance" the following periods of performance apply to this Contract:

- A. Contract Time. The Contract time is: three hundred forty (340) consecutive calendar days from Notice to Proceed.
- B. Substantial Completion Date. Unless the Contract specifies a different time, Substantial Completion is 30 Calendar Days before Final Acceptance.
- C. Final Acceptance Date. Unless the Contract specifies a different time, the Final Acceptance Date is the same as the Contract Time.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

Standard Specifications Section 103.01 Article 9, "Payments to Contractor," is modified and supplemented as follows:

- A. On a monthly basis, the Contractor shall submit an invoice, prepared in accordance with the Price/Cost Schedule, for completed work. District will make payments to the Contractor for work satisfactorily performed and accepted, less any discounts, allowances or adjustments provided for in this Contract. The District will pay the Contractor on or before the 30th 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 100% of the partial payment.
 - 2. For Task Orders issued under IDIQ contract, the Contracting Officer will release all retainage for task order once all work under the task order has been performed and Final Acceptance has been achieved.

G.2 INVOICE SUBMITTAL

- 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 email at Invoice.DDOT@dc.gov, via U.S. mail, or hand delivered, to:

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

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

- B. To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - 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 (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
8. Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- A. For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- B. The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

- A. In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- B. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- C. Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows: "Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.5 RESERVED

G.6 THE QUICK PAYMENT CLAUSE

A. Interest Penalties to Contractors

1. The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
2. Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

B. Payments to Subcontractors

Standard Specification Section 109.06, "Payment to Subcontractors and Suppliers Certificate," is modified and supplemented as follows:

1. 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:
 - a. 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
 - b. 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.
2. The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
 - a. the 3rd day after the required payment date for meat or a meat product;
 - b. the 5th day after the required payment date for an agricultural commodity; or

- c. the 15th day after the required payment date for any other item.
3. Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
4. A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

C. Subcontracting requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Margaret J. Platek
Office of Contracting and Procurement
55 M Street, SE
Washington, DC 20003
202-671-2287
Margaret.Platek@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- A. The CO is the only person authorized to approve changes in any of the requirements of this contract.
- B. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- C. In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without

authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

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

1. 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;
2. Coordinating site entry for Contractor personnel, if applicable;
3. Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
4. Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
5. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

B. The address and telephone number of the CA is: **TBD**

C. The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

G.10 Final Payment

A. The District will not be obligated to issue final payment unless the Contractor has, in addition to the conditions stated in paragraph G.3, First Source Agreement – Request for Final Payment:

1. furnished to the Contracting Officer a release of claims against the District relating to this Contract and proof of payment of all subcontractors; and
2. submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract.

B. The Contractor may reserve from the release specific claims against the District, as described in 27 DCMR 3803, only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- A. For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
1. At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- B. The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

Section 103.02(A) of the Standard Specifications is modified and supplemented as follows:

In accordance with applicable provisions of 29 CFR Part 1 which require that the correct wage determination and the appropriate wage rates therein be incorporated into this contract. **General Wage Decision No. DC180001** is bound herein and contains the specific applicable wage rate(s) which is:

Heavy Construction

Further, as set forth in 29 CFR Part 1, Section 1.6(c)(3)(iv), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications, notice of which are published on the US Department of Labor website, are made a part of this Contract. The Contractor will be reimbursed this added labor cost.

H.3 PREGNANT WORKERS FAIRNESS

The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.*

- A. The Contractor shall not:

1. Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
 2. Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - a. Pay;
 - b. Accumulated seniority and retirement;
 - c. Benefits; and
 - d. Other applicable service credits;
 3. Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
 4. Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
 5. Require an employee to take leave if a reasonable accommodation can be provided; or
 6. Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.
- B. The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:
1. New employees at the commencement of employment;
 2. Existing employees; and
 3. An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

- C. The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.
- D. Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

- A. The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*
- B. The Contractor shall not:
 - 1. Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
 - 2. Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - a. Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - b. Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.
- C. Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- A. The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).
- B. The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Services (DOES), in which the Contractor shall agree that:
 - 1. The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - 2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- C. The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- D. The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- E. The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- F. The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- G. If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H. Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I. The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in the Disputes clause on this Contract.
- J. The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 Way to Work Amendment Act of 2006

- A. Except as described in section (h) of this clause, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.* ("Living Wage Act of 2006"), for contracts in the amount of \$100,000 or more in a 12-month period.
- B. The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

- C. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- D. The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- E. The Contractor shall provide a copy of the Fact Sheet attached to the contract to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached to the contract in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F. The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- G. The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H. The requirements of the Living Wage Act of 2006 do not apply to:
 - 1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - 2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - 3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - 4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - 5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - 6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- I. The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.9 SUBCONTRACTING REQUIREMENTS

A. Mandatory Subcontracting Requirements

1. For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

2. If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.A.1, the Contractor may satisfy the requirement by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.A.1 and H.9.A.2.
4. Except as provided in H.9.A.5 and H.9.A.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
5. A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
7. A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

B. Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

1. The name and address of each subcontractor;
2. A current certification number of the small or certified business enterprise;
3. The scope of work to be performed by each subcontractor; and
4. The price that the prime contractor will pay each subcontractor.

C. Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

Auditor	DSLBD
Office of the District of Columbia Auditor 717 14th Street, NW, Suite 900 Washington, DC 20005	Director - DSLBD 441 4th Street, NW, Suite 850 North Washington, DC 20001

D. Subcontracting Plan Compliance Reporting

1. The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - a. The price that the prime contractor will pay each subcontractor under the subcontract;
 - b. A description of the goods procured or the services subcontracted for;
 - c. The amount paid by the prime contractor under the subcontract; and
 - d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
2. If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

E. Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

F. Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the Contract and when the Contract is completed.

G. Enforcement and Penalties for Breach of Subcontracting Plan

1. A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
2. A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Clause 8 of the Standard Contract Provisions for Supplies and Services, which is incorporated into the Contract by reference.

H.10 FAIR CRIMINAL RECORD SCREENING

- A. The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- B. Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- C. After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- D. The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- E. This section and the provisions of the Act shall not apply:

1. Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 2. To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 3. To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 4. To employers that employ less than 11 employees.
- F. A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

Except to the extent supplemented, modified or superseded by the terms of this Contract, Standard Specifications for Highways and Structures (2013) (“Standard Specifications”) Division 100 is incorporated by reference. The Standard Specifications may be found at: <http://ddot.dc.gov/page/standard-specifications-highways-and-structures>.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts,

techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 COORDINATION WITH OTHERS

This special provision (SP) supplements Standard Specifications Section 103.01. Article 18, Other Contracts.

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee. The Contractor on notice that other contracts that are associated with this project or of different scope have been, will be, or may be released or let for work in the vicinity of the project area.

I.7 SUBCONTRACTS

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

I.8 PUBLICITY

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

I.9 FREEDOM OF INFORMATION ACT

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

I.10 INSURANCE

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

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional 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 commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the

limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 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. 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.
5. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup 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) \$5,000,000 per occurrence and \$5,000,000 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.

6. 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.
7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 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.
8. Riggers Liability – Addresses a contractor's liability arising out of the moving of property and equipment that belongs to others. May be added by endorsement to the General Liability form - \$1,000,000 per occurrence.
9. 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.

10. Employment Practices Liability -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 arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. 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.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. 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:

**Margaret J. Platek
55 M Street, SE
Washington, DC 20003
(202) 671-2287
Margaret.Platek@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).

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

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

I.11 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.12 ORDER OF PRECEDENCE

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

In addition:

8. Supplementary Specifications have priority over Contract Drawings
9. Original scaled drawings and details have priority over other different scale drawings and details; and
10. Large scale drawings and details have priority over small scale drawings and details.

I.13 DISPUTES

This paragraph supersedes Standard Specifications Section 103 Article 7, Disputes.

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

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iv) The Contractor's request for relief or other action by the CO.

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

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

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) 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;
- (v) 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;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) 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.

(7) 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:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) 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;
- (v) 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;
- (vi) Indicate that the written document is the CO's final decision; and

- (vii) 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.

I.14 RESERVED

I.15 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia. In accordance with D.C. Official Code §2-352.02 and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract for over \$1,000,000.00 or that has a term extending beyond 12 months. No contract in excess of \$1,000,000.00 or that is for a term extending beyond 12 months shall be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.16 GOVERNING LAW

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

I.17 PERFORMANCE AND PAYMENT BOND

Standard Specifications Section 102 Article 12 (B) & (C) apply to this contract.

I.18 BUY AMERICAN ACT REQUIREMENTS

In accordance with the Buy American Act, 41 USC 8301 et seq., the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for materials for which an exception applies and a waiver has been granted.

A construction material is any article, material or supply brought to the construction site for incorporation in the building or work. To be considered domestic:

1. Unmanufactured construction materials must be mined or produced in the United States.
2. Manufactured construction materials must be manufactured in the United States and the cost of components mined, produced or manufactured in the United States must exceed 50% of the cost of all components (the Component Test). Components of foreign origin of the same class or kind as those listed at Federal Acquisition Regulation (FAR) 24.104 are treated as domestic for the purposes of the Component Test. The Component Test is waived for commercially-available off-the-shelf (COTS) items.

The Contractor may submit a written request for an exception to the Buy American Act requirements on the basis that 1) a construction material is not produced or manufactured in the United States in sufficient quantity of a sufficient quality; 2) acquisition of a construction material would be against public interest; or 3) the cost of the construction material would be unreasonable. The request must explain why the Contractor could not have reasonably foreseen the need for, and could not have requested, the exception before bid closing. If the Contracting Officer determines that the explanation is satisfactory, the District will make a determination of whether an exception to the Buy American Act applies. The determination by the District is final.

I.19 SITE INVESTIGATION - CONSTRUCTION

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4)

the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the performance of the Work; and (6) all conditions related to site access, required permits, utilities coordination, and District requirements. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from the Drawings and Specifications made a part of the Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the District.

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

I.20 RESERVED

I.21 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.

I.22 CONVICT LABOR (18 USC 438)

Convict labor shall not be used on the Contract unless otherwise provided by law.

I.23 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.

I.24 DDOT TITLE VI ASSURANCES

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 may determine to be appropriate, including, but not limited to withholding of payments to the contractor under the contract until the contractor complies, and/or Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

I.25 EQUITABLE ADJUSTMENT OF CONTRACT TERMS

This paragraph supersedes Paragraph 4(b) of Standard Specifications Section 103.01 Article 4, Equitable Adjustment of Contract Terms.

When an item of Work is increased by 100 percent or decreased by more than 50 percent of the original Contract quantity, any adjustment for an increase or decrease in price shall apply only to that portion in excess of 100 percent, or less than 50 percent of the original contract quantity.

I.26 CONTRACTOR 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 Tax Identification Number.

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

SECTION J: ATTACHMENTS

The following attachments are incorporated into the Solicitation.

Attachment Number	Document
J.1	RESERVED
J.2	U.S. Department of Labor Wage Determination General Decision Number: DC180001, Modification No. 1
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.5	Subcontracting Plan (if required by the contract)
J.6	First Source Employment Agreement for Construction
J.7	Department of Employment Services First Source Initial Employment Plan (if contract is \$300,000 or more)
J.8	Project-Specific Technical Specifications
J.9	DC PLUG Feeder 308 Plans
J.10	DC PLUG Feeder 308 Site Specific Traffic Control Plans
J.11	Pepco Standard Details and Drawings
J.12	Sample Pepco As-Built Drawings

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidders must fill out, and submit with their bids the following:

1. Non-Collusion Affidavit
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
3. Payment to Subcontractors and Suppliers Certification
4. Bid Bond, including Certificate as to Corporation
5. Bid Form – Price Schedule
6. Bidder/Offeror Certifications
7. Tax Certification Affidavit
8. Past Performance Form

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

L.2 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 **February 27, 2018** at **1350 Pennsylvania Avenue, NW, Room G9, Washington, DC 20004** at **1:00 p.m.** To register for the pre-bid conference, please email DCPlug.Feeder308@dc.gov. Any pertinent change resulting from the conference will be included in addenda to the Solicitation; however, the importance of attending the meeting is stressed.

L.3 SIGNING OF BIDS

- A. The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.
- B. All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.4 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- A. Name, address, telephone number and federal tax identification number of bidder;

- B. A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- C. If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.5 BID GUARANTY

Section 102.01 Article 12A, "Bid Guaranty," is modified and supplemented as follows:

- A. This paragraph only applies to bids worth \$100,000 or more. The Bidder must provide a bid guaranty in an amount not less than 5% of its bid. Failure to furnish a bid guaranty in the proper form and amount by the time set for opening of bids may be cause for rejection. The bidder shall furnish the bid guaranty in one of the following forms:
 - 1. A Bid Bond (Form No. DC 2640-5) supported by good and sufficient surety or sureties acceptable to the District;
 - 2. A certified cashier's check payable to the Treasurer of the District of Columbia;
 - 3. Negotiable United States bonds (at par value); or
 - 4. An irrevocable letter of credit.
- B. Bid guaranties in the forms of certified checks and United States bonds will be retained from the apparent first, second, and third low bidders. The Contracting Officer will return bid guaranties to all other bidders as soon as practicable after opening of bids.

L.6 PREPARATION AND SUBMISSION OF BIDS

- A. To bid this contract, fill out the Price Schedule and all forms required in Section K, Representations, Certifications and Other Statements of Bidders, and submit them, along with its Bid Guaranty and Subcontracting Plan, by the date and time described in Paragraph L.5, below. Submit one original and two (2) copies of your bid. Submit your bid in a sealed envelope conspicuously marked as Bid Submission.

- B. The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- C. Bidders shall make no changes to the requirements set forth in the solicitation.
- D. The District will reject as non-responsive any bid that fails to include a Subcontracting Plan, an initial First Source Agreement, or a Past Performance Form.
- E. Bidders shall complete, sign and submit the initial First Source Employment Plan and all Representations, Certifications and Acknowledgments, as appropriate. Failure to do so may result in a bid rejection.
- F. Bidders must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.7 FAMILIARIZATION WITH CONDITIONS

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

A. Examination of Documents

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.

B. Site Investigation – Construction

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

exploratory work done by the District, as well as from the Drawings and Specifications made a part of the Contract.

2. 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.

L.8 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on March 19, 2018.

L.9 WITHDRAWAL OR MODIFICATION OF BIDS

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

L.10 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

A. Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are "late" and shall be considered only if they are received before the award is made and any of the following circumstances apply:

1. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
2. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
3. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

B. Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute

of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

C. Late Submissions

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

D. Late Modifications

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

L.11 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.12 ERRORS IN BIDS

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

L.13 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to DCPlugFeeder308@dc.gov. The prospective bidder should submit questions no later than **March 8, 2018**. The District will not consider any questions received after **March 8, 2018**. The District will furnish responses promptly to all bidders. An amendment to the solicitation will be issued if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.14 BID PROTESTS

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

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. A Bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.16 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 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 L.17.

A. General Standards of Responsibility

1. To be determined responsible, the apparent low bidder must demonstrate that it:
 - a. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
 - b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
 - c. Has a satisfactory performance record;
 - d. Has a satisfactory record of integrity and business ethics;
 - e. Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
 - f. Complies with the applicable District licensing and tax laws and regulations;
 - g. 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.;
 - h. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
 - i. Has not exhibited a pattern of overcharging the District;

- j. Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- k. Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

B. Determination of Responsibility

If the selected low bidder fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the apparent low bidder is determined to be non-responsible for any reason, the Contracting Officer will reject the bid. If the bid is rejected, the Contracting Officer will notify the next apparent low bidder, which shall be required to submit the documentation below within 5 days of such notice.

SECTION M: EVALUATION FACTORS

M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, DC Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBSD) pursuant to Part D of the Act.

A. Application of Preferences

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

1. A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
2. A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
3. A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
4. A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
5. A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
6. A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
7. A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
8. A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

B. Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve per cent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

C. Preferences for Certified Joint Ventures

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

D. Verification of Bidder's Certification as a Certified Business Enterprise

1. Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
2. Any bidder seeking certification in order to receive preferences under this solicitation should contact the:

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

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

M.2 PRICE REASONABLENESS

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

M.3 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.

M.4 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 a bid in comparison to other, balanced, bids.

M.5 AWARD OF CONTRACT

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