

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF TRANSPORTATION**  
**INFRASTRUCTURE PROJECT MANAGEMENT DIVISION**



**SOLICITATION:  
INVITATION FOR BIDS**

**FEDERAL-AID HIGHWAY PROGRAM (FAHP)  
CONSTRUCTION**

**INVITATION NO.: DCKA-2020-B-0045**

**PROJECT: PENNSYLVANIA AVENUE SE  
STREETLIGHT UPGRADE  
FAP: 2020013**

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption <b>Pennsylvania Avenue, SE Streetlight Upgrade</b>				Page of Pages	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
TBD		DCKA-2020-B-0045		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		09/01/2020		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category	
7. Issued By				8. Address Offer to:					
Office of Contracting and Procurement 441 - 4 <sup>th</sup> Street, N.W., Suite 700 South Washington, D.C. 20001				District Department of Transportation 55 M Street, S.E, Suite 400 Washington, D.C. 20003					
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"									
<b>SOLICITATION</b>									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will via <u>electronic format</u> are due by: <b>2:00 p.m. EST, October 5, 2020. Bid Reading is scheduled at 3:00 p.m. EST.</b>									
CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.									
10. For Information Contact									
A. Name			B. Telephone			C. E-mail Address			
Ellery Williams			(Area Code) 202	(Number) 671-3416	(Ext)	<a href="mailto:DDOT.DCKA20B0045@dc.gov">DDOT.DCKA20B0045@dc.gov</a>			
11. Table of Contents									
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<b>OFFERORS</b>									
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within _____ 90 _____ calendar days from the 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. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %				
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			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			17. Signature		18. Award Date	
(Area Code)	(Number)	(Ext)							
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
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			
Margaret Platek									
Government of the District of Columbia			Office of Contracting & Procurement						

## **SECTION B: CONTRACT TYPE AND PRICE/COST**

### **B.1 SUMMARY**

The District of Columbia Office of Contracting and Procurement (“OCP”), on behalf of the District Department of Transportation (“DDOT” or “Department”), is seeking a contractor to provide construction for Pennsylvania Avenue SE Streetlight Upgrade (the “Project”) in accordance with the Contract Documents, as defined herein.

### **B.2 TYPE OF CONTRACT**

In accordance with 27 DCMR Section 2402.3 the contract (“the Contract”) awarded under this Invitation for Bids (“IFB” or “Solicitation”) is a fixed price contract based on fixed unit prices, , with a not-to-exceed amount (ceiling). Identified in the Pricing Schedule is a reimbursable component for PEPCO Connections, Disconnections and Inspections.

### **B.3 FEDERAL PARTICIPATION (FEDERAL-AID PROJECTS)**

This paragraph supersedes Standard Specifications Section 107.02, “Federal-Aid Participation.”

Because the U.S. government is participating in the cost of the Work covered by the Contract, the Work shall be under the supervision of the District but subject to the inspection and approval of the appropriate officials of the U.S. government and in accordance with the applicable federal statutes, rules and regulations. Such inspection will in no case make the federal government a party to the Contract, nor will it subject the Contractor to compliance with the federal laws relative to labor on government contracts other than such labor requirements as required by law and as contained in the Contract Documents.

### **B.4 NOTICE OF DBE SUBCONTRACTING REQUIREMENTS**

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

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

**DBE Goal: 20%**

### **B.5 PRICE SCHEDULE**

Note to bidders: The price schedule is attached at Section J.13. The price schedule of the selected awardee will be included here in the executed contract.

### **B.6 SCOPE OF PAYMENT**

A. The Contractor shall receive and accept compensation in accordance with the Price Schedule as full payment for furnishing all materials and for performing all of the Work in a complete

and satisfactory manner including all labor, Plant, as defined herein, and incidentals needed, and for all risk, loss, damage or expense of whatever nature arising from the Work and its prosecution, subject to the terms of the Contract.

- B. If work under one Contract Line Item (“CLIN”) includes compensation for any work or material accessory to that CLIN, the amount of such work or material will not be measured, nor will payment be made under, any other CLIN.
- C. Where two or more Contract Line Item areas overlap either by discrepancy in definition or by the intricate nature of the work, payment will be made at the lowest Contract unit price of overlapping Contract Line Items involved.
- D. The phrases “Work includes” and “as part of the Work” are sometimes used to clarify that referenced requirements shall be included as part of the Contract Line Item involved; no separate or additional payment will be made.
- E. The phrase “at Contractor expense” means the Contractor shall meet requirements as its sole expense with neither liability nor expense to the District.

## **SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK**

The Contractor shall provide all labor, materials and equipment for the construction of the Project in accordance with the Contract Documents (“the Work”), which includes:

The Pennsylvania Avenue SE Streetlight Upgrade project includes the upgrading of streetlights and signals along Pennsylvania Avenue, SE between 2<sup>nd</sup> Street and 14<sup>th</sup> Street to provide a fully operational and functional street lighting system LED luminaires and an upgraded traffic signal system.

The Contractor shall maintain and ensure all streetlights and signals are fully operational and functional at all times. If any street light or signal outage is planned for construction, its nature and duration shall be approved by DDOT at least 5 working days ahead of the plan. New lighting and signal systems shall be installed and fully operational before the existing systems are removed.

The work under this contract includes but is not limited to the following items:

1. furnish all materials and supply all labor necessary to convert the streetlights of Pennsylvania Avenue to LED luminaires and provide a complete, fully-functional streetlighting system, including all appurtenances such as cables, conduits, and manholes.
2. furnish all materials and supply all labor necessary to upgrade intersection traffic signals along the project corridor (additional details are listed in paragraph 22 through 32 of this Section C.1.
3. mill and overlay pavement for the entire project limit from curb to curb including excavation/filled areas for new electrical duct bank installation.
4. remove and dispose of unusable cables, conduits, streetlight poles, and related accessories as specified and indicated in the contract document.
5. relocate/remove any signs, call box, or other ground-mounted minor objects during the removal and installation of streetlight poles. All signs attached to the affected poles must either be transferred to U-posts, and/or to the new poles. The relocation of signs including any new U-post installation will be incidental to the project.
6. excavate test pits at all utility conflict points prior to start of construction.
7. trim trees obstructing streetlight illumination.
8. provide tree protection and restoration of existing tree wells disturbed by this construction for the project area, as an incidental to the project.
9. permanently repair cuts to the sidewalks and roadways and damages caused by work under this contract to match the existing surface.
10. apply temporary markings after any temporary patching of the pavement. The Contractor shall make a note of the type, color, dimension and materials of the existing striping

before any cuts or milling are conducted. Temporary markings shall be removable, preformed tapes.

11. re-stripe the affected pavement to the original look.
12. implement vehicular and pedestrian traffic control plan during the construction period.
13. The Potomac Electric Power Company (PEPCO) supplies electric power to the existing streetlight system from its manholes and overhead wires. PEPCO will continue to supply power to the permanent street lighting system; however, the Contractor shall install the new feeder cables into Pepco's facilities, under Pepco's supervision and inspection.

The Contractor shall cut the existing D.C. cables inside PEPCO's manholes after the service tap to the PEPCO's distribution system. PEPCO owns the service tap onto their electrical system. D.C. owns the cable after the service tap.

PEPCO forces will perform all new service taps onto PEPCO's electrical system. Any work involved with PEPCO facility shall be performed in conformance with PEPCO requirements.

There is a reimbursable direct payment from the contractor to PEPCO identified in the pricing schedule CLIN 0500 for work performed by PEPCO forces for inspections new service connections and disconnections to Pepco services.

14. The District will inspect all electrical work. The Contractor shall give 24-hours advance notice to the District to request for an inspection.
15. have on the job site, at all times, a copy of the drawings, work order, electrical permit and approved catalog cuts while performing all electrical works.
16. inspect materials removed as part of this project for usability. Only the re-usable materials shall be boxed, shelved, marked, and tested upon return to the District of Columbia, Department of Transportation Warehouse, located at 1735 15th Street, NE, Washington, DC 20002. All other materials not returned to the District shall become the Contractor's property and be disposed of at no additional cost to the District.
17. protect against damage of all utility structures within the contract limits and adjacent thereto for the duration of the project. The utilities include, but are not limited to, public and/or private water, sewer, electricity, gas, and communications lines. No separate measurement or payment will be made. Cost of this protective work shall be reflected and distributed among the contract pay items.
18. maintain and ensure all streetlights and circuits within the project area, including installation of any temporary lights (which will be incidental to all the pay items) during the entire duration of the construction are operational and functional at all times. The Contractor shall submit a weekly report to DDOT to include the status, progress, problem and repair logs with associated date and details. If no repair work is done in a certain week, the report must state so. Format of the report is subject to DDOT's approval.
19. provide adequate temporary lighting throughout the project area during the construction, which will be incidental to all the pay items.
20. deliver all warranty certificates as required in this document. All certificates shall be

issued in the name of DDOT.

21. store all luminaires, signal and lighting control components, and accessories in a secure, dry facility and in original packaging in a manner to prevent soiling, physical damage, wetting, or corrosion prior to installation. All cartons shall be clearly marked with the proper identification of manufacturer, catalog number, luminaire designation, and proper storage/handling instructions.

*[Requirements 22 through 32 below are signal specific items]*

22. install above-ground traffic signal equipment including traffic signal controllers and cabinets, metal poles, mast arms, vehicular and pedestrian signal heads, pedestrian and vehicular detectors.
23. install CCTV cameras.
24. install underground electrical conduit for traffic signals and traffic signal communications.
25. install electrical conductors for traffic signal equipment and traffic signal communications.
26. install traffic signal pole and controller cabinet foundations.
27. install electrical manholes and hand boxes.
28. install retro-reflective, thermoplastic pavement markings as shown on the signal design plans.
29. install and remove static, metal signs.
30. upgrade wheelchair ramps.
31. remove existing above-ground traffic signal equipment including traffic signal controllers and cabinets, metal poles, electrical cable, vehicular and pedestrian signal heads, and streetlight luminaires.
32. demolish and remove abandoned pole and controller cabinet foundations.

In addition to the above, the Contractor shall perform any incidental items of work necessary for a complete and finished product are included as part of this contract.

## **C.2 APPLICABLE DOCUMENTS INCORPORATED BY REFERENCE**

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

<b>Title</b>	<b>Link</b>
DDOT Standard Specifications for Highways and Structures, 2013	<a href="https://ddot.dc.gov/page/standard-specifications-highways-and-structures">https://ddot.dc.gov/page/standard-specifications-highways-and-structures</a>
DDOT Standard Drawings, 2015	<a href="https://ddot.dc.gov/page/standard-drawings-2015">https://ddot.dc.gov/page/standard-drawings-2015</a>

Title	Link
Way to Work Amendment Act of 2006 – Living Wage Notice	<a href="https://ocp.dc.gov/sites/default/files/dc/sites/ocp/page_content/attachments/Living%20Wage%20Notice%202019.pdf">https://ocp.dc.gov/sites/default/files/dc/sites/ocp/page_content/attachments/Living%20Wage%20Notice%202019.pdf</a>
Way to Work Amendment Act of 2009 – Living Wage Fact Sheet	<a href="https://ocp.dc.gov/sites/default/files/dc/sites/ocp/page_content/attachments/Living%20Wage%20Fact%20Sheet%202019.pdf">https://ocp.dc.gov/sites/default/files/dc/sites/ocp/page_content/attachments/Living%20Wage%20Fact%20Sheet%202019.pdf</a>
Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)	<a href="https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm">https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm</a>
U.S. Department of Transportation, Federal Highway Administration and subsequent revisions)	<a href="https://mutcd.fhwa.dot.gov/">https://mutcd.fhwa.dot.gov/</a>
National Cooperative Highway Research Program (NCHRP) Report No. 350	<a href="http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_350-a.pdf">http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_350-a.pdf</a>
DC Water Standard Specifications 2018	<a href="https://www.dwater.com/sites/default/files/engineering/standard-specifications.pdf">https://www.dwater.com/sites/default/files/engineering/standard-specifications.pdf</a>
District Department of Transportation Green Infrastructure Standards 2014	<a href="https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/2014-Final%20DDOT%20Green%20Infrastructure%20Standards.pdf">https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/2014-Final%20DDOT%20Green%20Infrastructure%20Standards.pdf</a>

### C.3 DEFINITIONS

The definitions at Section 101.03 of the Standard Specifications apply to this Contract except to the extent specifically stated herein.

For the convenience of the bidders, the following definitions from Section 101.03 are specified below. To the extent that the definitions below modify and supplement Section 101.03, such modified and supplemented definitions supersede the corresponding definitions at Section 101.03.

**Contract** – The entire, integrated agreement between the District and the Contractor for the Project. The Contract is made of the Contract Documents, and supersedes prior negotiations, representations or agreements.

**Contract Documents** – The Contract documents consist of the Solicitation sections A-K (the “Contract Form”), addenda issued prior to execution of the Contract, the price schedule, performance and payment bonds, specifications, contract drawings, and other documents listed in the Contract Form, and modifications issued after execution of the Contract.

**Final Acceptance** – The occurrence of all the events and satisfaction of all the conditions with respect to the Work for completion of all aspects of the Contract as set forth in Standard Specifications Section 108.09.

**Plant** – All physical resources, facilities, machinery, equipment, staging, forms, tools, work and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the Project.

Project – The title of the Contract, and also the entire Work to be completed under the Contract.

Work – The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations imposed by the Contract

In addition, these terms are defined as follows:

NA

#### **C.4 DELIVERABLES**

In addition to any deliverables required in the elsewhere in the Contract Documents, as defined herein, the Contractor shall submit the following deliverables in accordance with the Contract.

	<b>Item Description</b>	<b>Schedule</b>	<b>Contract Reference</b>
1.	Subcontractor Payment Form	Monthly	G.3
2.	Subcontractor Approval Request Form	As Needed	I.5.B
3.	Schedule Update	Monthly	G.1.B
4.	EEO Monthly Employment Utilization Report	Monthly	G.6.A
5.	Office of Civil Rights DBE Utilization Form	Monthly	G.6.B
6.	Certified Payrolls and Statement of Compliance	Monthly	H.2.C

#### **C.5 CONTRACTOR’S RESPONSIBILITY FOR WORK**

This clause supersedes Standard Specifications Section 107.15, “Contractor’s Responsibility for Work.”

- A. Until Final Acceptance of the Project by the District, the Contractor shall be responsible for the Project and shall take every precaution against injury, or damage to any part thereof, whether arising from the execution or from the non-execution of the Project. The Contractor shall rebuild, repair, restore, and bare the expense of such injury or damage before Final Acceptance except to the extent that such injury or damage is due to unforeseeable cause beyond the control, and without the fault or negligence, of the Contractor or subcontractor.
- B. In case of suspension of all or any portion of the Work from any cause whatever, the Contractor shall be responsible for the Project and shall 1) take such precautions as may be necessary to prevent damage to the Project, 2) provide for normal drainage and 3) erect any necessary temporary structures, signs, or other facilities. In addition, during such period of suspension, the Contractor shall properly and continuously maintain, in an acceptable growing condition, all living material in newly established plantings, seeding,

and sodding furnished under the Contract, and shall take necessary precautions to protect new tree growth and other important vegetative growth against injury.

#### **C.6 BRAND NAME OR EQUAL**

- A. If items called for by the 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. The District will consider alternate products to be equal if the Contract Administrator determines them 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 whether the product offered meets the requirements of the Contract. In making the determination as to equality of a product the District will consider information furnished by the Contractor. The District may, but is not obligated to, also consider information reasonably available to the District.

#### **C.7 SUPPLEMENTARY SPECIFICATIONS**

Supplementary Specifications (also referred to as “Special Provisions”) are attached to the Contract at Section J.12.

**SECTION D:      PACKAGING AND MARKING**

Not Applicable.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION**

This clause supersedes Standard Specifications Section 103.01, Article 12, "Inspection and Acceptance."

- A. The Contractor shall allow the District, and any entity defined in subparagraph D below, to test and inspect materials and workmanship. at reasonable times and at the Site of the Work, unless the Engineer notifies the Contractor that inspection or testing of a material to be incorporated in the Work will be made at the place of production, manufacture, or shipment ("off-site") of such material.
  - 1. To the extent specified in the Engineer's notification to the Contractor of off-site inspection or testing, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements.
  - 2. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to. or loss of, the material prior to incorporation into the Work, nor in any way affect the rights of the District under the terms of this Article, except as herein above provided.
- B. The District will endeavor to perform such inspections and testing in such manner as not unnecessarily to delay the Work. Special, full size, and performance tests shall be performed as described in the Contract.
- C. The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor, equipment and material, including access and traffic control devices, needed for performing safe and convenient inspection and testing in accordance with subparagraph A and D of this clause. If off-site material and workmanship are not ready for inspection at the time specified by the District, the Contractor shall be responsible for any additional cost of tests and inspection.
- D. When a unit of government other than the District, a utility company, or a railroad has an interest in or is affected by the Contract, its respective representatives shall have the right to inspect such portion of the Work. Such inspection shall not make any government unit, utility company, or railroad a party to the Contract nor interfere with the rights of the District or the Contractor.
- E. The Contractor shall, at its own expense, replace any material and correct any workmanship determined by the District not to conform to the Contract requirements, as directed by the District. If, however, the District determines that acceptance of such work is in the public interest, the District may accept such material or workmanship and make an appropriate downward adjustment in the Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense. Costs associated with inspection services will not be permitted in claims nor as a basis of claims except as specifically provided herein.

- F. Failure of the District to inspect or reject workmanship or material shall not in any way imply acceptance, nor prevent the District from later rejecting the work. Inspection and acceptance by the District in no way relieves the Contractor of its responsibility to meet the requirements of the Contract Documents.
- G. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:
1. May, by Contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
  2. May terminate the Contractor's Right to Proceed in accordance with Standard Specifications Section 103.01 Article 5, "Termination-Delays." H. Should the Engineer determine that it is necessary to make an examination of any part or all of the Work by removing or tearing out same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming, in any material respect, due to the fault of the Contractor or its Subcontractors, the Contractor shall be responsible for the expenses of such removal and tearing out of the work, examination, and of satisfactory reconstruction of the work. If, however, such work is found to meet the requirements of the Contract, the District will make an equitable adjustment in the Contract Price to compensate the Contractor for the additional services involved in such removal or tearing out of such work, examination and reconstruction. If completion of the Work has been delayed thereby, the District will, in addition, make an equitable extension of time.

## **E.2 ACCEPTANCE**

This clause supersedes Standard Specifications Section 105.13, "Inspection – Acceptance."

A. **PARTIAL ACCEPTANCE** - When the Contractor completes a suitable unit or portion of the Project, the Engineer may make, or the Contractor may request, final inspection of that unit. If the Engineer determines that such unit or portion is complete and meets Contract requirements, the Engineer in writing may accept that unit or portion thereof as complete. The written acceptance shall include a description of specific work accepted, and the Contractor may be relieved of further responsibility for the accepted unit subject to the requirements of the Contract. Such partial acceptance shall not void or alter any Contract provision.

### **B. FINAL INSPECTION AND ACCEPTANCE**

1. Within thirty (30) consecutive Calendar Days after receipt of written notice from the Contractor that Contract work is complete, and the Project area cleaned up, the Engineer will make a final inspection of the Project. The Contractor shall promptly correct all deficiencies identified by the Engineer. Once the Contractor has satisfactorily completed all of the requirements at Section 108.09, "Substantial Completion and Acceptance," the Engineer will certify in writing Final Acceptance of the Project.
2. Unless otherwise provided in the Contract, Final Acceptance by the District will be made as promptly as practicable after inspection of the Work and shall be final and conclusive

except with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the District's rights under any warranty or guaranty.

3. The Project will not be accepted until the Contractor has met all Contract requirements. The Contractor remains responsible for the correction of any deficient or non-compliant aspects of the Work until Final Acceptance, even if discovered after Final Acceptance.
- C. The warranty of workmanship for the Work shall commence at Substantial Completion and continue for a period of 2 years. If the Department declares partial Substantial Completion on any portion of the Work in advance of Substantial Completion for the entire Project, the warranty period for such portion shall commence on the date of partial Substantial Completion and continue for a period of 2 years.
  - D. The Department, at any time during the warranty period, may conduct an inspection of the Work in order to determine conformance to the Contract. If the Department reasonably determines that defective work of any nature is present and is the responsibility of the Contractor, the Contractor shall immediately make corrective action to bring the defective Work into compliance with the Contract, or to the satisfaction of the Department, and at no expense of the Department.

## **SECTION F: PERIOD OF PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

For the purposes of the Contract, “Period of Performance” means “Contract Time” as defined in Standard Specifications Section 108.08, “Determination of Contract Time and Partial Suspension.”

In accordance with Standard Specifications Section 108.09, “Substantial Completion and Final Acceptance,” the following periods of performance apply to this Contract:

- A. Substantial Completion Date. Unless the Contract specifies a different time, Substantial Completion is 30 Calendar Days before Final Acceptance.
- B. Final Acceptance Date. The Final Acceptance Date is **540** consecutive calendar days from the date of Notice to Proceed.

### **F.2 FAILURE TO COMPLETE ON TIME**

Standard Specifications Section 108.09(C), “Liquidated Damages,” applies to the Contract.

### **F.3 ROAD USERS FEES**

N/A

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

This clause supplements and modifies Standard Specifications Section 103.01, Article 9, “Payments to Contractor,” and Section 109.05, “Progress Payments,” as follows:

- A. Monthly Invoices (also be referred to as “applications for payment”). On a monthly basis, the Contractor shall submit a proper invoice, in accordance with paragraph G.2(B) below, for completed work. The Contractor shall submit evidence of timely payments to all subcontractors, in accordance with paragraph G.3, below.

The District will make progress payments to the Contractor for work satisfactorily performed, less any retainage, discounts, allowances or adjustments provided for in this Contract, on or before the 30<sup>th</sup> day after approval of an invoice for payment. Progress payments do not constitute final acceptance of the work for which payments are made.

- B. The Contractor shall submit to the CA, as a condition for each progress payment, evidence of timely payments to subcontractors for work under the previous invoice, in accordance with Paragraph G.3, and a performance schedule update. Notwithstanding paragraph G.1.A above, the District will not make payment on an invoice until such documentation is received.

- C. Retainage.

The District may retain up to 5% of each progress payment. If, however, the Contractor has been notified in writing of its failure to meet Contract requirements, the District may withhold retainage up to 10% of each subsequent progress payment.

### **G.2 INVOICE SUBMITTAL**

- A. The Contractor shall create and submit applications for payment in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- B. Unless otherwise specified in the Contract, the Contractor shall submit proper invoices on a monthly basis.
- C. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor’s profile.

### **G.3 PAYMENTS TO SUBCONTRACTORS**

This clause supplements and modifies Standard Specifications Section 109.06, “Payment to Subcontractors and Suppliers Certificate,” as follows:

- A. All payments by the Contractor to subcontractors are subject to the Quick Payment Act, D.C. Official Code § 2-220-01 *et seq.* Specifically:
  - 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 CA and CO 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 shall include the following clauses into its subcontracts:
- a. If the Contractor fails to make payments to the subcontractor by the payment date required by the subcontract, the Contractor shall pay such subcontractor interest penalties on amounts due the subcontractor 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 at last 1% per month.
  - b. Any amount of interest penalty that remains unpaid by the Contractor after 30 days shall be added to the principle amount of the debt to the subcontractor and, thereafter, interest penalties shall accrue on the added amount.
3. A dispute between the Contractor and subcontract relating to the amounts of, or a subcontractor's entitlement to, a payment, or late payment interest penalty, does not constitute a dispute to which the District is a party. The District may not be interpleaded into any judicial or administrative proceeding involving such dispute.
- B. Each month during the Period of Performance, the Contractor shall complete the OCR Subcontractor Payment Form, attached at J.10, and submit it to the CA and the Office of Civil Rights (OCR).

#### **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 the 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 FINAL PAYMENT**

This clause supersedes Standard Specifications Section 109.08, "Acceptance and Final Payment."

- A. Acceptance, as provided in Section E.2, herein, means "Final Acceptance," as defined in Standard Specification Section 108.08(B). When the Project has been accepted in

accordance with Section E.2, herein,” the Contractor shall prepare, and submit to the CA, the final estimate for the Work performed for approval by the District. If the District approves the final estimate without exception to the quantities, the Contractor may file an invoice for final payment. The amount of the final payment will be the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract. All prior partial estimates and progress payments shall be subject to correction in the final estimate and payment.

B. In addition to its invoice for final payment, the Contractor must submit to the Contracting Officer:

1. A release of all claims against the District arising from or relating to this Contract;
2. Proof of payment of all subcontractors; and
3. All required product warranties, as-built drawings, operating manuals, material certifications, and other items as specified in the Contract.

The District shall not make final payment to the Contractor unless and until all required documentation is received.

C. All release forms must bear an original signature of an individual authorized to sign on behalf of the Contractor and must be affixed with the Contractor’s corporate seal or the seal of a Notary Public.

D. Notwithstanding the provisions of B.1 above, the Contractor may reserve from the release specific claims only if such claims have been submitted in accordance with the Disputes clause of the Contract. In such event, the District will make final payment pending resolution of the claim. Upon final adjudication of the claim, any additional payment determined to be due the Contractor will be placed on a supplemental estimate and processed for payment.

## **G.6 REPORTING REQUIREMENTS**

A. Equal Opportunity Reporting Requirements

1. During the Period of Performance, the Contractor shall complete the DDOT Monthly Equal Employment Opportunity Utilization Report, attached at J.8, and submit it to the CO by the 5<sup>th</sup> day of each month. The report shall include the total work-hours for each employee classification in each trade in the covered area for the reporting period.
2. The Contractor shall include the requirements of this paragraph G.6(A) in all subcontracts and shall collect reports from each subcontractor and submit them with its report each month.

B. DBE Utilization

Each month during the Period of Performance, the Contractor shall complete the Office of Civil Rights (OCR) DBE Utilization Form, attached at J. 9, and submit it to the CA and to OCR.

## **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 Platek  
Office of Contracting and Procurement  
55 M Street, SE  
Washington, DC 20003  
Telephone: 202-671-2287  
E-mail address: 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 the Contract.
- B. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the 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 or Contract schedule to cover any cost increase incurred as a result thereof.
- 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.9 CONTRACT ADMINISTRATOR (CA)**

- A. The address and telephone number of the Contract Administrator (CA) is: **TBD**
- B. For the purposes of the Contract, “Contract Administrator” or “CA” are synonymous with “Engineer.” 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. The CA will act as the CO’s representative on technical matters, providing technical clarifications, as necessary, with respect to the Specifications or Statement of Work, and monitoring the progress and quality of the Contractor’s performance. Other responsibilities include:
  - 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 and approving invoices for completed work 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;
5. Inspecting and accepting/rejecting all deliverables under the Contract; and
6. Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment, etc.) and invoice or vouchers.

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;
6. Substitute key personnel without CO approval; or
7. Authorize the use of District property, except as specified under the Contract.

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 SPECIAL CONTRACT PROVISIONS

This Federal-Aid Highway Program (“FAHP”) contract is subject to Federal Highway Administration (“FHWA”) 1273, Special Contract Provisions Federal-Aid Construction Contracts (2012) (attached at J.2).

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

This clause supplements and modifies Paragraph H.10, “Labor Requirements,” below.

- A. In accordance with applicable provisions of 29 CFR Part 1, District of Columbia, **General Wage Decision No. DC20200001, modification number 12, dated August 28, 2020**, Heavy (Heavy and Sewer and Water Line) and Highway is/are bound herein and contain(s) the specific applicable wage rate(s) for: Heavy (Heavy and Sewer and Water Line) and Highway.
- B. Further, as set forth in 29 CFR Part 1, Section 1.6I(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 may request payment for this added labor cost.
- C. Within 7 days after the regular payment date of the Contractor’s payroll period, the Contractor shall submit all certified payrolls and the accompanying Statement of Compliance electronically using LCPTracker, the DDOT electronic labor compliance software. DDOT will provide information regarding registration for LCPTracker at the pre-construction conference. More information regarding these requirements is in the Davis Bacon Compliance Requirements, attached at J.11.

### H.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

This clause supersedes Standard Specifications Section 102.04, “Affirmative Action Program.” Bidders are on notice that they are required to provide an Affirmative Action Plan.

Additional requirements are included in “FHWA Required Affirmative Action, Equal Employment Opportunity and Subcontracting Requirements and Assurances (09/17),” which is incorporated into the Contract by attachment at Section J.3.

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

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

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

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

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

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

#### **H.4 TRAINING REQUIREMENTS**

The requirements of 23 CFR 230 Subpart A, Appendix B, “Training Special Provisions,” apply to this Contract and are set forth at Standard Specifications Section 103.04, “Employee Training Requirements.”

The number of trainees for this Contract is: **5**

<b>Trade</b>	<b>Qty</b>	<b>Hours/ each</b>
Traffic Control	1	600 hrs
Laborer	1	1040 hrs
Concrete Technician	1	520 hrs
Electrical Technician	2	520 hrs/ each
<b>Total</b>	<b>5</b>	<b>3,200 hrs</b>

## **H.5 NON-APPLICABILITY OF DISTRICT HIRING REQUIREMENTS**

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

## **H.6 USE OF UNITED STATES-FLAG VESSELS**

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

- A. Use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;
- B. Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- C. Insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

During the performance of the Contract, the Contractor and 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 ANTI-DISCRIMINATION – TITLE VI OF THE CIVIL RIGHTS ACT**

During the performance of the Contract, the Contractor shall comply with Title VI of the Civil Rights Act of 1967, as amended. The Contractor shall ensure that all subcontracts contain this requirement.

## **H.9 CONTRACTOR'S SELF-PERFORMANCE**

In accordance with FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts," (Attached at J.2), the Contractor shall perform, with its own organization, work that constitutes not less than 30 percent of the total Contract Price, unless a different percentage is specified in the Contract. Any items designated in the Contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty item may be deducted from the total cost before computing the amount of Work required to be performed by the Contractor's own organization.

## H.10 FHWA BUY AMERICA REQUIREMENTS

This clause supersedes Standard Specifications Section 103.01, Article 24, “Buy American.”

- A. In accordance with 23 U.S.C. 313, the Contractor shall not use steel or iron materials for permanent incorporation on the project unless such materials are manufactured in the United States. All manufacturing processes, including application of a coating, for these materials must occur in the United States; and coating includes all processes that protect or enhance the value of the material to which the coating is applied.
- B. This requirement does not apply to temporary elements of the project, such as temporary sheet piling, falsework, detour bridges and the like.
- C. The Contractor may request a waiver of the Buy America requirements on the grounds that:
  1. The application of the requirements is inconsistent with public interest; or
  2. Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities of a satisfactory quality.

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

## H.11 LABOR REQUIREMENTS

This clause supersedes Standard Specifications Section 103.02, “Contract Labor Provisions.”

### A. LABOR PROVISIONS.

The following requirements apply to all contracts in excess of \$2,000 for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds:

1. *Minimum wages.*
  - a. All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics,

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

- b. i. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- ii. 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, 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.
- iii. 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 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.

- iv. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. *Withholding.* The District Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  3. *Payrolls and basic records.*
    - a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B)

of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. i. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at: <http://www.dol.gov/esa/whd/forms/wh347instr.htm> (or its successor site)

The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
  - iv. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. *Apprentices and Trainees*

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

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

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the

wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.* The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5.
7. *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. *Certification of eligibility.*
  - a. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

## B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following requirements apply to all contracts in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- C. CONVICT LABOR (18 USC 436) – Convict labor shall not be used on Contract work unless otherwise provided by law.

## **H.12 ADDITIONAL SPECIAL CONTRACT REQUIREMENTS**

### **H.12.1 SPECIAL CERTIFICATIONS FOR EMPLOYEE(S)**

The contractor is be required to retain throughout the duration of the contract an employee that has demonstrated experience in the installation of traffic signal heads. This employee must be at least Level II IMSA Certified, and have experience working in and around the Type 170 microprocessor based solid state traffic signal controller. Proof of certification shall be a requirement for consideration as a responsible bidder. Identifying the contractor's employee, a copy of the employee's Level II IMSA certification is expected to be submitted with the contractor's bid or within 5 calendar days of request by the Contracting Officer. The contractor will be required to retain the employee with these minimum credentials during the duration of the contract. This is the only contractor employee who will be permitted access to the controller cabinet.

### **H.12.2 NON-DISCRIMINATION ASSURANCE**

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

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

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

Except to the extent supplemented and modified, or superseded, by the terms of the Contract, Standard Specifications for Highways and Structures (2013) (“Standard Specifications”) applies to this Contract. The Standard Specifications may be found at:

<http://ddot.dc.gov/page/standard-specifications-highways-and-structures>.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

The District’s obligation for performance of the Contract beyond the fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of District for any payment may arise for performance under the Contract beyond the end of the fiscal year in which the Contract was awarded, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to the Project in absolute confidence, shall comply with the District and federal laws governing the confidentiality of records, and shall not use the information in connection with any other matters.

### **I.4 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 the Term of the Contract 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 the Contract.

### **I.5 SUBCONTRACTING**

This paragraph supersedes Standard Specifications Section 108.01, “Subletting of Contract.”

- A. The Contractor hereunder shall not subcontract any of the Work to any subcontractor without the prior written consent of the CO. If the CO consents, any work 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 the Contract. Notwithstanding any work that is subcontracted, the Contractor shall remain liable to the District for all of the Work.
- B. The Contractor shall use the Subcontractor Approval Request Form (DDOT Form 120-KA), attached at J.7, to request approval of subcontractors on this Project. The form should be completed for each subcontractor requested for approval and submitted to the Contracting Officer.
- C. The Contractor shall make copies of subcontracts available for review at any time by

representatives of the District and, for FAHP contracts, the FHWA.

The Contractor shall ensure that all subcontractors meet the General Standards of Responsibility as set forth in 27 DCMR 2200.4. The Contracting Officer may, but is under no obligation to, request that the Contractor provide written evidence of a subcontractor's responsibility. Such action on the part of the Contracting Officer in no way limits the Contractor's responsibility under this subparagraph D.

## **I.6 TIME**

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

## **I.7 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 DDOT Freedom of Information Act (FOIA) Officer in accordance with the D.C. Freedom of Information Act. If DDOT 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 DDOT FOIA Officer 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.8 INSURANCE**

This clause supersedes Standard Specifications Section 107.13, "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 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. Worker's 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.

4. Crime Insurance (3rd Party Indemnity) – The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor’s employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.

5. Cyber Liability Insurance – The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. 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 two (2) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor’s pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least two (2) 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.

7. 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.

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

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 two 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 and be project specific and include District’s contract number (DCKA-C-00XX). Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And sent to the attention of:**

Margaret Platek, Contracting Officer  
Office of Contracting and Procurement  
55 M Street SE, Washington, DC 20003  
Telephone: 202-671-2287

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).

J. 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.

K. 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.9 DISPUTES**

This clause supersedes Standard Specifications Section 103.01, Article 7, "Disputes."

All disputes arising under or relating to the contract shall be resolved as provided herein, except, *for Federal Aid Highway Program (FAHP) contracts only*, disputes arising out of the labor standards provisions of the Contract are governed by the requirements at H.10.A.9.

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 clause 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.

## **L.10 PERFORMANCE AND PAYMENT SECURITY**

Standard Specifications Section 102.01, Article 12(B), (C) and (D) apply to the Contract.

In the event the Contract is terminated for default, the Contractor is liable for any cost of

acquiring the remaining work that exceeds the amount of its bid, and the performance bond is available to offset the difference.

### **I.11 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.12 SITE INVESTIGATION – CONSTRUCTION**

A. 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;
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.

B. 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 clause 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.

C. 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.13 DC HUMAN RIGHTS ACT ANTI-DISCRIMINATION CLAUSE**

During the performance of the Contract, the Contractor shall comply with the DC Human Rights Act of 1977, D.C. Official Code § 2-1401 *et seq.*, as amended. The Contractor shall ensure that all subcontracts contain this requirement.

## **I.14 AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

This clause supersedes Standard Specifications Section 102.10, “Employment of the Handicapped.”

Pursuant to the Rehabilitation Act of 1973, DC Human Rights Act of 1977, and the Americans With Disabilities Act, the Contractor and all Subcontractors agree not to discriminate against any person with disabilities who is qualified to perform the job. The Contractor also agrees to take Affirmative Action to hire, advance, and treat persons with disabilities without discrimination.

## **I.15 ORDER OF PRECEDENCE**

This clause 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. Federal contract requirements (for FAHP contracts only)
2. Task Orders and Modifications
3. The Contract
4. Contract Attachments, including Supplementary Specifications and Contract Drawings
5. Standard Specifications for Highways and Structures (2013)
6. Other DDOT Standard Specifications
7. Utility Standard Specifications

In addition:

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

## **I.16 STANDARD TERMS AND CONDITIONS**

Except as supplemented and modified, or superseded, by the Contract, the following sections of the Standard Specifications, Division 100, are incorporated into this Contract by reference. These references are not intended to be an exhaustive list of Division 100 requirements and are included simply for the convenience of the Contractor.

Section 103.01

- Article 3 Changes
- Article 5 Termination – Delays
- Article 6 Termination – Convenience of the District
- Article 10 Transfer or Assignment
- Article 11 Material and Workmanship

Article 13 Superintendence by Contractor  
Article 14 Permits and Responsibilities  
Article 15 Indemnification  
Article 16 Protection Against Trespass  
Article 17 Conditions Affecting the Work  
Article 19 Patent Indemnity  
Article 20 Covenant Against Contingent Fees  
Article 21 Appointment of Attorney  
Article 22 Officials Not to Benefit  
Article 23 Waiver  
Article 25 Taxes  
Article 26 Suspension of Work  
Article 27 Safety Program  
Article 28 Retention of Records  
107.15 Contractor's Responsibility for the Work  
108.01 Subletting of Contract  
108.02 Notice to Proceed  
109.03 Extra and Force Account Work  
109.04 Eliminated Items  
109.07 Payment for Stockpiled Materials

**SECTION J: ATTACHMENTS**

The following documents are incorporated into the Solicitation by attachment.

<b>Attachment</b>	<b>Document</b>
	<b>GENERAL REQUIREMENTS</b>
J.1	DEPARTMENT OF LABOR GENERAL WAGE DECISION  DISTRICT OF COLUMBIA, GENERAL WAGE DECISION NO. DC20200001, MODIFICATION NUMBER 12, DATED AUGUST 28, 2020: HEAVY (HEAVY AND SEWER AND WATER LINE) AND HIGHWAY.
J.2	FHWA-1273, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
J.3	FHWA REQUIRED AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND SUBCONTRACTING REQUIREMENTS AND ASSURANCES (09/17)
J.4	EMPLOYEE TRAINING REQUIREMENTS
J.5	23 CFR 230, SUBPART A, APPENDIX A – SPECIAL PROVISIONS EEO RESPONSIBILITIES
J.6	23 CFR 230, SUBPART A, APPENDIX B – TRAINING SPECIAL PROVISIONS
J.7	SUBCONTRACTOR APPROVAL REQUEST FORM (DDOT Form 120-KA)
J.8	DDOT MONTHLY EQUAL EMPLOYMENT OPPORTUNITY UTILIZATION REPORT & EEO AFFIRMATIVE ACTION
J.9	DDOT SMALL BUSINESS INCLUSION OFFICE DBE UTILIZATION FORM
J.10	SUBCONTRACTOR PAYMENT FORM
J.11	DDOT DAVIS BACON COMPLIANCE REQUIREMENTS, CERTIFIED PAYROLL, AND WEEKLY COMPLIANCE
	<b>TECHNICAL REQUIREMENTS</b>
J.12	SUPPLEMENTARY SPECIFICATIONS (also referred to as “Special Provisions”)

Attachment	Document
J.13	PRICING SCHEDULE
J.14	CONSTRUCTION ZONE TRAFFIC CONTROL DEVICE INSPECTION LOG
J.15	FEDERAL AID PROJECT SIGN
J.16	DDOT WEEKLY STATEMENT OF COMPLIANCE
J.17	PENNSYLVANIA AVENUE, SE FROM 2 <sup>ND</sup> STREET TO 14 <sup>TH</sup> STREET PLAN

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

Bidders must fill out and submit the following documents (referred to as the “Bid Forms and Proposal”):

1. Bid Bond
2. Bid Form
3. Price Schedule .pdf of AASHTOWare
4. Tax Certification Affidavit
5. FHWA Buy America Certification
6. Past Performance Form
7. Bidder-Offeror Certification Form via : <https://ocp.dc.gov/publication/bidder-offeror-certification>
8. Non-Collusion Affidavit
9. Certification of Eligibility
10. Certification Regarding Debarment
11. Disclosure of Lobbying Affidavit
12. Certification for Grants, Loans and Cooperative Agreement
13. DBE Solicitation Certification
14. EEO Certification/Non-Segregation Certification
15. Payment to Subcontractors and Suppliers Certificate

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

- A. The District reserves the right to accept or reject any or all bids resulting from the Solicitation. The 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.
- C. The District reserves the right, without liability to the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and Contracting Officer.

### **L.2 BID DOCUMENTS**

This clause supplements and modifies Standard Specification Section 102.01, Article 2, “Bid Documents” as follows:

The Bid Documents include the Solicitation (including all documents referenced therein and all documents attached thereto) and amendments. The Bid Documents are available on the District Department of Transportation (DDOT) DTAP website <https://dtap.ddot.dc.gov/>.

### **L.3 FAMILIARIZATION WITH CONDITIONS**

This clause 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 Invitation for Bids (“IFB” or “Solicitation”). 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**

- 1. 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; (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.

#### C. Labor and Material Not Furnished by the District

The District will not furnish any labor, material or supplies unless specifically stated in the Contract Documents.

### **L.4 PREPARATION AND SUBMISSION OF BIDS**

This clause supplements and modifies Standard Specifications Section 102.01, Article 4, Preparation of Bids.”

Bidders must exercise special care in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the Contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. All corrections on the bid documents must be initialed by the person signing the form. Bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments included in Section K; failure to do so may result in a bid rejection.

- A. This paragraph A applies if this procurement is being conducted electronically using the District’s Ariba E-Sourcing system.

Bids must be submitted via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted. If the procurement is not being conducted via the Ariba E-Sourcing system, this subparagraph A does not apply.

1. All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

- B. This paragraph B applies if this procurement is not being conducted via the Ariba E-Sourcing system.

Submit .pdf of the Price Schedule and all forms required in Section K, Representations, Certifications and Other Statements of Bidders, and submit them, along with the Subcontracting Plan, if such plan is required using a secure electronic drop box, Microsoft Office 365 OneDrive, or other electronic media as instructed in this solicitation. Provide access to bid document files to the Contract Specialist via email to [Ellery.Williams@dc.gov](mailto:Ellery.Williams@dc.gov) and the Contracting Officer [Margaret.Platak@dc.gov](mailto:Margaret.Platak@dc.gov) .

Submit the bid by the date and time described in Paragraph L.11, below.

#### C. Bid Form (Electronic Price Schedule)

This paragraph C applies if this procurement is not being conducted via the Ariba E-Sourcing System.

1. Bidder must download both the AASHTOWare Project Bid™ Electronic Bidding System (“Project Bids v2.0.10 software”) and the Electronic Price Schedule Form. Bidders must input pricing to the Electronic Price Schedule using the Project Bids v2.0.10 software. Save a copy of the file on a USB Flash Drive and include it in the bid submission.
  - a. The Project Bids v2.0.10 software may be found at <https://dtap.ddot.dc.gov>. From the website menu, click Projects. Under All Projects, navigate to the Solicitation section and click the AASHTOWare Project Bids v2.0.10 - Download link. Next, click Run. After installation, the Project Bids v2.0.10 software will prompt you to add your business information. Click OK. The software opens the Bidder Information tab of the BID Options window. Please enter your company ID information to match exactly what the agency has on file. Save as “company .ebsx”
  - b. The Electronic Price Schedule may be found as an .ebsx file with the Bid Documents under the Solicitation section for this Project.
    - i. Bidder must include both a .pdf pricing schedule and an electronic AASHTOWare .ebsx Price Schedule bid versions with the bid submission.
    - ii. Bidders are advised to submit .ebsx bid file converted to an Adobe .pdf file. In the event of a discrepancy between the Adobe .pdf file and an electronic AASHTOWare .ebsx bid, District reserves the right to reject bids in which the .pdf bid does not exactly match the AASHTOWare .ebsx electronic bid.
2. Electronic Pricing Schedule Amendments in Project Bid (if any)

Search for Electronic Price Schedule Amendment on DTAP for the subject project and upload Electronic Price Schedule Amendment to your Electronic Pricing Schedule in Project Bids. After downloading the price schedule amendment file from DTAP, open your existing Electronic Pricing Schedule for the project in Project Bids, go to File, on the drop down menu select “Load Amendment” and select “Electronic Price Schedule Amendment” (Make sure the “Files of type” drop down box is changed to “All Files” in order to see the downloaded file).The file extension for Electronic Price Schedule Amendment is .001 or .002 or any consecutive numbers depending on number of Electronic Price Schedule Amendments.

#### D. Bid Tabulations

By submitting a bid, the bidder acknowledges and agrees that information submitted with its bid, including its name and bid pricing, shall be made available for public inspection. All bids will be publicly opened in accordance with 27 DCMR 1527. The Contracting Officer will prepare tabulations of bids and may, at the District’s sole discretion, publish them on a District website. Published information may include all details of bid items, unit prices and total bid prices. Any material other than pricing that a bidder deems proprietary must be clearly marked and be readily separable from the bid and pricing documentation. The District makes no guarantee as to the accuracy of, and is not responsible for any errors in, the

publication of bidder names, bidder price/pricing or any other bid information.

- E. The District will reject as non-responsive any bid that fails to conform in any material respect to the Solicitation.
- F. Bidders shall make no changes to the requirements set forth in the Solicitation.
- G. The District will reject as non-responsive any bid that fails to include a fully completed Past Performance Form.
- H. 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.
- I. Alternate bids will not be considered unless specifically requested in the Solicitation.
- J. Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, Solicitation number and title and date of opening.
- K. Non-Collusion Statement

Pursuant to 23 CFR 635.112(f), each bidder shall file a non-collusion statement certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bid will make the bid nonresponsive and ineligible for award.

L. Federal Identification

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

Please refer any questions regarding this matter to the DDOT Office of the Chief Financial Officer, at (202) 671-2300.

**L.5 PRE-BID CONFERENCE**

Prospective bidders are invited to attend a pre-bid conference to discuss the proposed work under the Contract. Any pertinent change resulting from the conference will be included in addenda to the Solicitation; however, the importance of attending the meeting is stressed.

The pre-bid conference will take place via Cisco WebEx call on **September 10, 2020, 2:00 p.m. EST.**

Pre-registration is required to attend by sending an email to [Ellery.Williams@dc.gov](mailto:Ellery.Williams@dc.gov) and [Margaret.Platak@dc.gov](mailto:Margaret.Platak@dc.gov) to receive an invitation. The pre-bid conference WebEx video link is <https://dcnet.webex.com/dcnet/j.php?MTID=mb06b0e03f2074488cf41d1ea19aa8922> Call-in number (US/Canada) is **1-650-479-3208**. Access code: 172 383 7138. Each participant must provide name, company name, and an e-mail for their attendance to be properly recorded on an Attendance Roster.

## **L.6 AMENDMENTS AND INTERPRETATIONS**

This clause supersedes Standard Specifications Section 102.01, Article 7, “Addenda and Interpretations.”

No oral interpretations of the meaning of the Drawings, Specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests for clarification or interpretation must be in writing and addressed to the Contracting Officer. Requests for interpretations of bid documents must be received by the Contracting Officer not later than ten (10) days prior to bid opening date. All changes to the bid documents will be made by solicitation amendment posted online for all prospective bidders, generally not later than seven (7) days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under its bid as submitted. Bidder must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid. All addenda issued shall become part of the bid and Contract Documents.

## **L.7 PRICE SCHEDULE INTERPRETATIONS**

Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for actual work satisfactorily performed and accepted. Schedule quantities may be increased, decreased or omitted; and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor, overhead, profit and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

## **L.8 SIGNING OF BIDS**

This clause supplements and modifies Standard Specifications Section 102.01, Article 13, “Signature to Bids” as follows:

- A. The bid must be signed by the person(s) legally authorized to sign contracts.
  1. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  2. Bids by corporations must be signed with the name of the corporation, followed by the signature and signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.
  3. Bids submitted by a joint venture must be signed by all authorized parties to the joint

venture.

4. Erasures, mark-outs, or other changes must be initialed by the person signing the bid.
  5. Bids signed by an agent shall be accompanied by evidence of that agent's authority.
- B. All correspondence concerning the bid or resulting contract will be emailed to the email address shown on the bid in the absence of written instructions from the bidder to the contrary.

## **L.9 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- A. Name, address, telephone number, email address, and federal tax identification number of bidder;
- B. Name and email address (in addition to the email address above) of the bidder's point of contact for the Solicitation.
- C. A copy of each District of Columbia license, registration, or certification to transact business in the District of Columbia 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, 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
- D. 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.10 BID GUARANTY**

This clause supplements and modifies Standard Specifications Section 102.01, Article 12(A), "Bid Guaranty," as follows:

- A. This clause 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.11 BID SUBMISSION DATE AND TIME**

Bids must be submitted by the time specified in paragraph 9 of the Cover Page local time.

### **L.12 WITHDRAWAL OR MODIFICATION OF BIDS**

This clause supplements and modifies Standard Specifications Section 102.01, Article 16, “Withdrawal of Bids,” as follows:

Request for withdrawal or modification of bid must be in writing and received by the District prior to the time fixed for opening. The District will only grant such request if the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### **L.13 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

This clause supplements and modifies Standard Specifications Section 102.01, Article 15, “Receiving Bids, Modifications, or Withdrawals” as follows:

A. Bids, modifications to bids, or requests for withdrawals, received at the location designated in the Solicitation after the time and date specified above, are late and will 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 Solicitation; or
3. If the Contracting Officer determines that acceptance of a late bid increases competition and is in the best interest of the District.

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 will not be considered, except as provided in this section.

D. Late Modifications

Notwithstanding paragraphs A - C, above, a late modification of a successful bid that makes the bid terms more favorable to the District will be considered at any time it is received and may be accepted.

#### **L.14 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.15 ERRORS IN BIDS**

This clause supersedes Standard Specifications Section 102.01, Article 5, "Error in Bids."

The bidder must submit its plea of error in writing to the Contracting Officer and must be prepared to document and prove the error. Bidders are on notice that they are expected to read and understand fully all information and requirements contained in the Solicitation and any amendments thereto; failure to do so will be at the bidder's risk and will not constitute the basis for relief. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

#### **L.16 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to the Solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder should submit questions no later than **10** days prior to the closing date and time indicated for the Solicitation. The District will not consider any questions received less than **10** days before the date set for submission of bids. 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.17 BID PROTESTS**

This clause supplements and modifies Standard Specifications Section 103.01, Article 8, "Protests," as follows:

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

#### **L.18 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to the Solicitation. 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.19 BID OPENING**

This clause supplements and modifies Standard Specifications Section 102.01, Article 17, "Opening of Bids," as follows:

At the time fixed for the opening of bids, the District shall make publicly available via WebEx <https://dcnet.webex.com/dcnet/j.php?MTID=m84f81b2eaa81f8543e9b4a3307332fa9> and

conference Call-in number (US/Canada)1-650-479-3208; United States Toll (Washington D.C.) +1-202-860-2110 (access code 172 245 1016) the name of each bidder, the bid price, and other information that is deemed appropriate. All attendees must pre-register by e-mailing [Ellery.Williams@dc.gov](mailto:Ellery.Williams@dc.gov) and [Margaret.Platak@dc.gov](mailto:Margaret.Platak@dc.gov) .

Each participating Bidder must provide name, company name, and an e-mail for their attendance to be properly recorded on an Attendance Roster.

## **L.20 BID EXTENSIONS**

OCP, on behalf of DDOT, intends to award this Contract within ninety (90) calendar days of bid opening. However, if for administrative reasons, the District is unable to make an award within this time period, the District will request bidder(s) to extend their bid and the bid bond for an additional (90) days. A bidder that fails to affirmatively extend its bid and bid bond will not be eligible for award.

## **L.21 STANDARDS OF RESPONSIBILITY**

This clause supersedes Standard Specifications Section 102.01, Article 1, “Qualifications of Bidders.”

To be considered responsible, a bidder 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 clause.

### **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 and has not defaulted on previous contracts with the District;
  - d. Has a satisfactory record of integrity and business ethics and has not engaged in collusion;
  - 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. Special Standards of Responsibility

The contractor will be required to retain throughout the duration of the contract an employee that has demonstrated experience in the installation of traffic signal heads. This employee must be at least Level II IMSA Certified, and have experience working in and around the Type 170 microprocessor based solid state traffic signal controller. Proof of certification shall be a requirement for consideration as a responsible bidder. Identifying the contractor's employee, a copy of the employee's Level II IMSA certification is expected to be submitted with the contractor's bid or within 5 calendar days of request by the Contracting Officer. The contractor will be required to retain the employee with these minimum credentials during the duration of the contract. This is the only contractor employee who will be permitted access to the controller cabinet.

The District will find responsible only bidders that provide, with its bid or within 5 calendar days of request by the Contracting Officer, information adequate to determine its compliance with the stated Special Standards of Responsibility.

#### C. Determination of Responsibility

If the selected low bidder fails to supply the information requested within 5 days of notice by the CO, 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 above within 5 days of such notice.

### **L.22 AWARD OR REJECTION**

This clause supplements and modifies Standard Specifications Section 102.01, Article 18, "Award or Rejection."

- A. The Contract will be awarded to the lowest responsive and responsible bidder complying with conditions of the Bid Documents, provided that the bid is reasonable, and it is in the best interest of the District to accept it. The Contracting Officer will notify the apparent low bidder at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.
- B. If any one party, by or in the name of that party's clerk, partner, or other person, submits more than one bid, all such bids will be rejected unless specifically allowed by the Bid

Documents. This shall not prevent a bidder from quoting different prices on different qualities of material or different conditions of delivery.

- C. Bids will be considered nonresponsive and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:
1. Proposal submission on form other than that form furnished by District, or on an altered or partially detached form.
  2. Unauthorized additions, deletions, omissions, conditional bids, or irregularities that may make proposal incomplete or ambiguous in meaning.
  3. Failure to acknowledge all addenda issued.
  4. Failure to submit bid prior to the time set for opening as governed by the Official Clock designated as such in the DDOT Office of Contracting and Procurement Bid Room.

### **L.23 CONTRACT AND BID BOND**

If the successful bidder fails to execute all required documents or furnish executed performance and payment bonds within 5 days of receipt of such forms by the bidder, the District may reject the bid and move to the next responsive and responsible bidder. The initial successful bidder shall be liable for any cost to the District of procuring the Work that exceeds the amount of the bid, and the bid guarantee shall be available to offset the difference.

**SECTION M: EVALUATION OF PRICE/COST**

**M.1 AWARD OF CONTRACT**

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

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