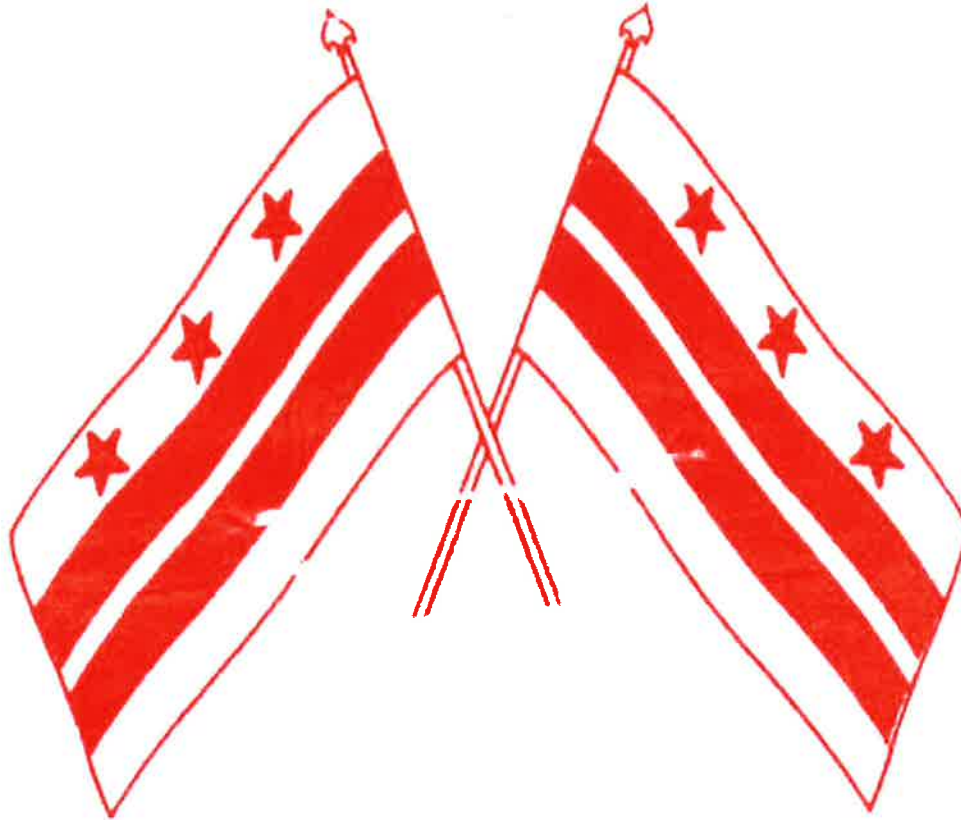

**Government of the District of Columbia
Office of Contracting and Procurement**



CONTRACT NO: DCKA-2019-C-0002
CONTRACTOR: Capitol Paving of D.C., Inc.
AMOUNT: \$22,897,006.50

ISSUED FOR: DISTRICT DEPARTMENT OF TRANSPORTATION

Box 1.

**Government of the District of Columbia
Office of Contracting and Procurement**

Box 2.

CONSTRUCTION CONTRACT

Box 3. CONTRACT NO.

DCKA-2019-C-0002

Box 4. DATE OF CONTRACT

See Box 11. Contracting Officer
Signature Date

Box 5. NAME AND ADDRESS OF CONTRACTOR

Capitol Paving of D.C., Inc.
2211 Channing Street, NE
Washington, DC 20018

Box 6. TYPE OF ORGANIZATION ("X")

☐ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☒ CORPORATION

STATE OF INCORPORATION

DC

Box 7. CONTRACT FOR (work to be performed)

SOLICITATION CAPTION in Consideration of the BID PRICE OF **twenty-two million eight hundred ninety-seven thousand six dollars and fifty cents**. (\$22,897,006.50). Said Contract to be performed in accordance with the Pay Item Schedule in response to the Solicitation No. DCKA-2019-B-0002, and any amendments thereto.

Box 8. AWARD. The District of Columbia Government hereby accepts your offer on the solicitation identified in item 7 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference

The District of Columbia Government, a municipal corporation, hereinafter called the "District"), represented by the Contracting Officer executing this Contract, and the individual, partnership, joint venture, or corporation named above, (hereinafter called the "Contractor"), mutually agree to perform this Contract in strict accordance with the contract documents, including Standard Contract Provisions (including Instructions to Bidders), and amendments thereto, incorporated herein by reference and made a part hereof.

Box 9. Alterations. The following alterations were made in this Contract before it was signed by the parties hereto: (Insert "None" if applicable)

The wage determination designated and attached herein as Attachment A is hereby incorporated into the Contract. General Wage Decision No. DC190001, Modification No. 6 dated June 28, 2019.

Box 10. In witness whereof, the parties hereto have executed this Contract as of the date entered on the first page hereof.

(The following is applicable if Contractor is corporation or incorporated Joint Venture

Capitol Paving of D.C., Inc.

A Corporation

By: Vice President

Title

Randolph B. PanizoXXXXXXXXXXXX

Certificate as to Corporation

I, Luis M. Neto certify that I am the secretary of the Corporation named as Contractor herein, that Randolph B. Panizo who signed this Contract and Performance and Payment Bonds of the Contractor was then Vice President of said Corporation; that I know his signature thereto is genuine; that the Contract and bonds were duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

Luis M. Neto
Secretary of Corporation

(The following is applicable if Contractor is individual, partnership or unincorporated joint venture).

Signed and Sealed in the presence of:

Name

Address

Name

Address

(L.S.)

Name

Address

Name

Address

(L.S.)

Box 11.

By Margaret J. Thaler
Office of Contracting and Procurement
Contracting Officer

4th October 2019
Date

Witness [Signature]
As to Contracting Officer

10/4/19
Date

Government of the District of Columbia
Office of Contracting and Procurement

Bond No. 42BCSHZ8470

**PAYMENT BOND
(CONSTRUCTION)**

(See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later
than dated of contract)

PRINCIPAL: (Legal Name and Address)

Capitol Paving of D.C., Inc.
2211 Channing Street, NE
Washington, DC 20018

TYPE OF ORGANIZATION ("X")

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☒ CORPORATION

STATE OF INCORPORATION

District of Columbia

SURETY(IES): (Name(s) and Address(es))

Hartford Fire Insurance Company
4480 Cox Road, Suite 200
Glen Allen, VA 23060

PENAL SUM OF BOND

MILLION(S)
22

THOUSAND(S)
897

HUNDRED(S)
006

CENTS
50

CONTRACT DATE

Date Signed by Contracting Officer

CONTRACT NUMBER

DCKA-2019-B-0002

KNOW BY ALL MEN THE OBLIGATION: that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called the District in the above penal sum for payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal entered in the Contract Identified above.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

Capitol Paving of D.C., Inc.

1. SIGNATURE

NAME & TITLE
(Typed)

2. SIGNATURE

NAME & TITLE
(Typed)

PRINCIPAL

(Seal)

Randolph B. Panizo
Vice President

(Seal)

1. Attest

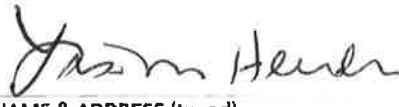
NAME & TITLE (typed)
Terri L. Woodfolk
Executive Assistant

2. Attest

NAME & TITLE (typed)

(Corporate
Seal)

Corporate
Seal

SURETY(IES)**1. NAMES &
ADDRESS
(Typed)**Hartford Fire Insurance Company
4480 Cox Road, Suite 200
Glen Allen, VA 23060**STATE OF INC.
CT****LIABILITY LIMIT
\$ 100%****SIGNATURE OF
ATTORNEY-IN-
FACT****Attest (Signature)****NAME &
ADDRESS
(Typed)**Laura L. Brown
4840 Cox Road, Suite 150
Glen Allen, VA 23060**NAME & ADDRESS (typed)**Lisa M. Herndon
4840 Cox Road, Suite 150
Glen Allen, VA 23060**CORPORATE
SEAL****1. NAME &
ADDRESS
(Typed)****STATE OF INC.****LIABILITY LIMIT
\$****SIGNATURE OF
ATTORNEY-IN-
FACT****Attest (Signature)****NAME &
ADDRESS
TYPED
(Typed)****NAME & ADDRESS (typed)****CORPORATE
SEAL****BOND PREMIUM****Rate Per Thousand****Total Premium**

\$156,364.00

Name & Address of Agency or Agent Receiving CommissionUSI Insurance Services LLC
3190 Fairview Park Drive, Suite 400
Falls Church, VA 22042**Approved by:****Print Contracting Officer Name****Office of Contracting and Procurement
Contracting Officer Signature****Date Signed by
Contracting Officer****INSTRUCTIONS**

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond, form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses under the word "witness". If executed in Main or New Hampshire, an adhesive seal shall be affixed,
4. The name of each person signing this performance bond shall be typed in the space provided.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 42-640504

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :
Laura L. Brown of FALLS CHURCH, Virginia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Government of the District of Columbia
Office of Contracting and Procurement

Bond No. 42BCSHZ8470

**PERFORMANCE BOND
(CONSTRUCTION)**

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later
than dated of contract)

PRINCIPAL: (Legal Name and Address)

Capitol Paving of D.C., Inc.
2211 Channing Street, NE
Washington, DC 20018

TYPE OF ORGANIZATION ("X")

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION
District of Columbia

SURETY(IES): (Name(s) and Address(es))

Hartford Fire Insurance Company
4480 Cox Road, Suite 200
Glen Allen, VA 23060

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
22	897	006	50

CONTRACT DATE
Date Signed by Contracting Officer

CONTRACT NUMBER
DCKA-2019-C-0002

KNOW BY ALL MEN THE OBLIGATION: that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called the District in the above penal sum for payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal entered in the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the contract and any extensions thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any duly authorized modifications of the Contract that hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgment, and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated act or omission of the Principal in connecting with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue. .

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

Capitol Paving of D.C., Inc.

1. SIGNATURE

NAME & TITLE
(Typed)

2. SIGNATURE

NAME & TITLE
(Typed)

PRINCIPAL

(Seal)

Randolph B. Panizo
Vice President

1. Attest

NAME & TITLE (typed)
Terri L. Woodfolk
Executive Assistant

2. Attest

NAME & TITLE (typed)

Corporate
Seal

Corporate
Seal

1. NAMES &
ADDRESS
(Typed)
SIGNATURE OF
ATTORNEY-IN-
FACT

Hartford Fire Insurance Company
4480 Cox Road, Suite 200
Glen Allen, VA 23060

Laura L. Brown

NAME &
ADDRESS
(Typed)

Laura L. Brown
4840 Cox Road, Suite 150
Glen Allen, VA 23060

1. NAME &
ADDRESS
(Typed)
SIGNATURE OF
ATTORNEY-IN-
FACT

NAME &
ADDRESS
TYPED
(Typed)

SURETY(IES)

STATE OF INC.

CT

LIABILITY LIMIT

\$ 100%

Attest (Signature)

Lisa M. Herndon

NAME & ADDRESS (typed)

Lisa M. Herndon
4840 Cox Road, Suite 150
Glen Allen, VA 23060

STATE OF INC.

LIABILITY LIMIT

\$

Attest (Signature)

NAME & ADDRESS (typed)

**CORPORATE
SEAL**

**CORPORATE
SEAL**

BOND PREMIUM

Rate Per Thousand

Total Premium

\$156,364.00

Name & Address of Agency or Agent Receiving Commission

USI Insurance Services LLC
3190 Fairview Park Drive, Suite 400
Falls Church, VA 22042

Approved by:

Print Contracting Officer Name

Office of Contracting and Procurement
Contracting Officer Signature

Date Signed by
Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond, form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses under the word "witness". If executed in Main or New Hampshire, an adhesive seal shall be affixed,
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POWER OF ATTORNEY

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One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

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☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
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☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :
Laura L. Brown of FALLS CHURCH, Virginia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

TITLE PAGE -- SPECIFICATIONS

ISSUING OFFICE:

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

The last day for requests for clarification or interpretation of Bid Documents on February 7, 2019 at 5:00pm. Include the Solicitation number in the subject line and email to: Reconstruction.OregonAvenue@dc.gov

Prospective Bidders:

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

Pre-Bid Conference will be held on January 31, 2019 at 10:00am.

Bid Opening will be on April 3, 2019 at 2:00 P.M.

Disadvantaged Business Enterprise (DBE) Goal: 26%

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

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• PEPCO STANDARD SPECIFICATIONS AND DRAWINGS	75 PAGES
• OREGON AVENUE GEOTECHNICAL REPORT FOR DC WATER	216 PAGES
• DC WATER SPECIFICATIONS	341 PAGES
• FEDERAL AID PROJECT SIGN	1 PAGE
• PLANS Part 1	255 PAGES
• PLANS Part 2	252 PAGES

INVITATION FOR BIDS

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

Reconstruction of Oregon Avenue, NW from Military Road to Western Avenue,
NW from Oregon Avenue to 31st Street
Invitation No.: DCKA-2018-B-0002
FAP No.: STP-2018(022)

This document consists of:

**INVITATION FOR BIDS, INCLUDING ATTACHMENTS
BID FORMS AND PROPOSAL, INCLUDING PAY ITEM SCHEDULE
CONTRACT PLANS**

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

The following documents are applicable to this Invitation for Bids and are incorporated into the Contract by reference:

This is a Federal-Aid Contract. Special Contract Provisions Federal-Aid Construction Contracts, FHWA-1273 (2012) (Attached in Appendices)

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

Green Infrastructure Supplemental Specifications (2014)

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

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

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

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

BIDDING INSTRUCTIONS

1. SCOPE OF WORK

Work under this contract consists of the Reconstruction of Oregon Avenue NW from Military Road to Western Avenue, and Western Avenue from Oregon Avenue to 31st Street, Ward 4, Washington, D.C. The work includes, but is not limited to, the following items:

- a. Providing project's Baseline Construction schedule using Critical Path (CPM) method, providing monthly schedule updates during reconciliation meetings and including extracted from the Baseline Schedule two-week-look-ahead every week.
- b. Implementation and monitoring of vehicular traffic and its maintenance for the construction period.
- c. Mobilization and demobilization, provision and maintenance of work and storage areas, progress photographs, record drawings and as-built drawings, engineer's field facilities, field layout and performance of employee training.
- d. Installation, maintenance and final removal of sediment and erosion control measures.
- e. Removal and disposal of existing asphalt pavement surface and base, sections of existing curb and gutter, and sidewalk.
- f. Selective clearing and grubbing, removal and disposal of selected tree branches due to tree trimming.
- g. Removal and proper disposal of street lighting arms and luminaries from PEPCO poles. The removal of these items shall be coordinated with the staged reconstruction of street lighting.
- h. Abandoning selected sewer pipes and structures, including but not limited to sewer manholes, catch basins and connecting pipes. Usable frame and cover material shall be salvaged and delivered to the District storage yard.
- i. Utilities trenching for installation of new catch basins, manholes, sewer pipes and water lines. Utilities trenching for installation of electrical duct banks and electrical manholes for street lights and PEPCO facilities. Trench backfill and surface restoration.
- j. Adjusting or resetting sewer-water-utilities manhole frames to new road/sidewalk grade elevation.
- k. Construction of curb and/or gutters, islands, sidewalks, driveways, and accessible ramps.
- l. Construction of main line new roadway paved surface and base, and side streets roadway milling and overlay.
- m. Demolition of box culvert at Pinehurst Branch and replacement with a bridge structure and retaining walls. Installation of outfall pipe end-walls and riprap protection.

- n. Construction of stone facing property gravity and cantilever walls and copings.
- o. Removal and re-installation of property metal and wood fences.
- p. Installation of new pavement markings and traffic signs, including the relocation of selected (existing) signs as shown in the contract drawings.
- q. Installation of street light arms and LED luminaires (type as indicated in the drawings) on existing or relocated PEPCO pole; complete in place for a functional and operational street lighting system.
- r. Installation of various types of roadside and parking LID facilities and outfall underdrain pipes.
- s. General landscape on lawns and at LID facilities.

Work also includes all other incidentals items required as shown in the contract plans and/or as specified in the Standard Specifications and the Special Provisions.

The Contractor shall produce all shop/working drawings, material certifications, laboratory test reports, and other required submittals for review by the Chief Engineer in accordance with 105 of the Standard Specifications.

For the duration of the contract, the Contractor shall be fully responsible for protection against damage of all the utility structures within the contract limits and adjacent streets thereto. The utilities include but are not limited to public and/or private water, sewer, electricity, gas, and communications lines.

2. CONTRACT TYPE

In accordance with Title 27 DCMR, Chapter 24, the Contract type shall be fixed unit price with a ceiling equal to the total contract amount.

3. AUTHORIZED DISTRICT REPRESENTATIVES

Contracting Officer (CO): Margaret Platek
District Department of Transportation
(202) 671-2287
Margaret.Platek@dc.gov

Contract Administrator (CA): TBD

4. CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

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

1. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
2. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.
3. In the event the Contractor effects any change at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

B. Contract Administrator (CA)

1. CA Responsibilities

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

- a. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- b. Coordinating site entry for Contractor personnel, if applicable;
- c. Reviewing and approving invoices for fixed-price deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's Payment provisions; and
- d. Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, and equipment) and invoices/vouchers.

2. Limits on CA Responsibility

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

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the Contract;

- c. Direct the accomplishment of effort, which is beyond the scope of the statement of work in the Contract;
- d. Increase the dollar limits of the Contract or authorize work beyond the dollar limit of the Contract, or authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; and
- f. Authorize the furnishing of District property, except as specified under the Contract.

When in the opinion of the Contractor, the CA requests effort outside the existing scope of the Contract, the Contractor shall promptly notify the Contracting Officer in writing. The Contractor under such direction shall take no action until the Contracting Officer has issued a modification to the Contract or until the issue has been otherwise resolved.

5. PRE-BID CONFERENCE

Prospective bidders are invited to attend a meeting to discuss the proposed work under this Contract. The meeting will be held at 55 M Street, SE, Suite 400, Washington, DC 20003. If the room number, date and time are not included in this Invitation for Bids, Bidders will be notified of the room number, date, and time by addendum.

District Department of Transportation (DDOT) representatives will be available to answer questions relative to the work. Prospective bidders who expect to attend should inform the Department prior to the meeting date. Any pertinent data or change resulting from the conference will be included in any addendum issued to all perspective bidders after the conference; however, the importance of attending the meeting is stressed. Any questions or conflict identified prior to bid should be brought out during this meeting.

6. EXAMINATION OF DOCUMENTS

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

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

7. SITE INVESTIGATION – CONSTRUCTION

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

Bidders should take steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the

availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the performance of the Work; (6) all conditions related to site access, required permits, utilities coordination, and local jurisdictions' requirements; and (7) the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from the Drawings and Specifications made a part of the Contract.

Bidders are on notice that the Bidder awarded the Contract 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.

8. BID PREPARATION AND SUBMITTALS

Standard Specifications Section 102.01 Article 4, "Preparation of Bids," is modified and supplemented as follows:

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

A. Bid Form and Proposal

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

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

"Lump Sum" in the Price Schedule means "Not to Exceed" if so specified in corresponding specification.

B. Bid Form (Electronic Price Schedule)

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

i. The Expedite Software may be found at <https://dtap.ddot.dc.gov>. From the website

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

- ii. The Electronic Price Schedule may be found as an .ebs file with the Bid Documents under the Solicitation section for this Project.
 - b. Bidder must provide both a paper copy and an electronic copy (on USB Flash Drive) of the Electronic Price Schedule with the bid submission.
 - c. Bidders are advised that in the event of a discrepancy between the paper and electronic versions, the paper version has priority.

C. Bid Tabulations

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

9. **NON-COLLUSION**

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.

10. **STANDARDS OF RESPONSIBILITY**

This paragraph supersedes 102.01 Article 1, "Qualifications of Bidders."

To be considered responsible, bidders must have the capability in all respects to perform fully the contract requirements; therefore, the apparent low bidder must be able to demonstrate to the

satisfaction of the District that it meets the requirements of this paragraph.

A. General Standards of Responsibility

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

1. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
2. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
3. Has a satisfactory performance record;
4. Has a satisfactory record of integrity and business ethics;
5. Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
6. Complies with the applicable District licensing and tax laws and regulations;
7. Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.;
8. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
9. Has not exhibited a pattern of overcharging the District;
10. Does not have an outstanding debt with the District or the federal government in a delinquent status; and
11. Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

B. Past Performance

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

11. **BID GUARANTY**

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

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

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

12. **PROTESTS**

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

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

13. **PRICE REASONABLENESS**

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

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

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

The Department of Transportation intends to award this Contract within ninety (90) calendar days. However, if for administrative reasons, the District is unable to make an award within this time period, the Department will request the Contractor and his/her surety to extend the bid bond for an additional (30) days.

15. **PERFORMANCE AND PAYMENT SECURITY**

Standard Specifications Section 103.01, Article 12 A, B, and C apply to the Contract.

16. **PRE-AWARD APPROVAL**

Pursuant to Title XXII of the "Fiscal Year 2003 Budget Support Amendment Act of 2002", D.C. Law 14-307, effective June 5, 2003, the Mayor must submit to the Council for approval any multi-year contract actions and contract action over one million dollars.

CONTRACT TERMS AND CONDITIONS

17. **CONTRACTOR'S IDENTIFICATION**

This Special Provision supplements and modifies Section 102 of the Standard Specifications.

All Contractors doing business with the District of Columbia Government shall have a Federal Identification Number.

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

18. COORDINATION WITH OTHERS

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

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

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

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

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

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

19. ORDER OF PRECEDENCE

This paragraph supersedes Section 103.01 Article 2 "Order of Precedence."

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

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

In addition:

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

20. SUBCONTRACTING

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

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

21. INSURANCE

This paragraph 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 evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is

performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operator(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.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Railroad Protective Liability Insurance (RPL) - The Contractor shall provide evidence satisfactory to the Contracting Officer of a RPL policy with respect to activities Contractor, or any of its officers, agents, employees, members, successors and assigns, or subcontractors, perform within fifty (50) feet vertically or horizontally of railroad tracks, but only prior to the initiation of any such activity, Contractor shall provide Railroad Protective Liability Insurance (ISO CG 00 35 or equivalent), in the name of The Government of the District of Columbia. The policy shall have limits of liability of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, combined single limits, for coverage A & B, for losses arising out of injury to or death of any person, and for physical loss or damage to or destruction of property, including the loss of use thereof. A Ten Million Dollar (\$10,000,000.00) annual aggregate may apply. (if applicable)
7. 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 ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Margaret Platek

55 M Street, SE

Suite 700

Washington, DC 20003

(202) 671-2287

margaret.platek@dc.gov

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

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

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

22. DISPUTES

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

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

A. Claims by the Contractor against the District

"Claim," as used in paragraph (A) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

1. All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer (CO) for a decision. The Contractor's claim shall contain at least the following:
 - a. A description of the claim and the amount in dispute;
 - b. Data or other information in support of the claim;
 - c. A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - d. The Contractor's request for relief or other action by the CO.

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

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

The CO's written decision shall do the following:

- a. Provide a description of the claim or dispute;
 - b. Refer to the pertinent contract terms;
 - c. State the factual areas of agreement and disagreement;
 - d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - f. Indicate that the written document is the CO's final decision; and
 - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
3. Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- a. If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - b. Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

B. Claims by the District against the Contractor

"Claim," as used in paragraph (B) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- 1. The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- 2. The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - a. Provide a description of the claim or dispute;
 - b. Refer to the pertinent contract terms;

- c. State the factual areas of agreement and disagreement;
 - d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - f. Indicate that the written document is the CO's final decision; and
 - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 3. The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - 4. Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - 5. The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - 6. This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- C. Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - D. Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

23. PAYMENT TO CONTRACTOR

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

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

1. The amount of retainage will not exceed 5% of the partial payment up to a maximum retainage amount of 50% of the Total Contract Cost unless the Contractor has been notified in writing of its failure to meet Contract requirements. If the Contractor has been so notified, the Contracting Officer may withhold retainage up to 10% of the partial payment.
2. Upon request by the Contractor, DDOT may incrementally accept portions of the construction Work. Such acceptances shall be in accordance with the requirements of Section 105.13 of the DDOT Standard Specifications for Highways and Structures (2013). Retainage attributable to such partial acceptance shall be paid to the Contractor, and the Contractor shall pay all retainage owed to a subcontractor for satisfactory completion of the accepted work within seven (7) days after the District's payment to the DB Contractor.
3. For Task Orders issued under an IDIQ contract, the Contracting Officer will release all retainage for a task order once all work under the task order has been performed and Final Acceptance has been achieved.

24. INVOICE SUBMITTAL REQUIREMENTS

- A. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- B. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in S.P. 21.
- 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.

25. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

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

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

1. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
2. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

26. CONSTRUCTION SCHEDULING

This Special Provision supplements and modifies Section 108.03.

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

Scheduling Requirements

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

- a. The Contractor shall, twenty one (21) calendar days prior to the start of construction, submit to the Engineer for review and approval a detailed plan using Critical Path Method (CPM) for accomplishing the work specified. Primavera or Microsoft Project 2000 shall be used for the CPM Schedule and submitted on a Thumb Drive or on the CD-ROM to the Engineer.
- b. As a minimum, the plan shall identify in narrative, graphic and tabular form all major tasks necessary to complete the work, and the number of calendar days required to complete that portion of the Contract. The plan shall also indicate the time for each Contract element. Working day means a regular day which does not include Saturdays, Sundays, or public legal holidays.
- c. The schedule shall include activity sequences and durations, allocation of labor and materials, review and processing of shop drawings and other submittals, and procurement and delivery of materials and products including those with long lead times.
- d. The schedule shall include the activities of the Contractor and the District, including DDOT review times.
- e. In order to complete construction within the Contract stipulated time, the Contractor may have to utilize multiple shifts and/or overtime work (including Saturdays and Sundays, if granted). The cost of multiple shifts and/or overtime work shall be included in the bid prices for the various items of work on the project and no additional compensation will be allowed.
- f. In developing the plan, the Contractor shall consider time lost due to inclement weather and during the period between December 1 and April 1. The District will not consider any requests for partial suspension or time extension for time lost due to inclement weather.

- g. An evaluation of progress is to be completed after each 10 percent increment of the Contract time has elapsed. Whenever performance falls behind the approved plan schedule by 10% or more, the Contractor shall within 15 calendar days submit to the District for review a revised plan for completing the project within the remaining time.
- h. The Contractor must be aware that part of his/her work may include coordination with various Government agencies. Delay by any outside sources will not constitute grounds for waiving of this paragraph.
- i. In determining Contract time, the Contractor shall consider the location of existing utilities. The Contractor is warned that delays of a minor nature encountered through required utility adjustments by others or imprecise utility location information has been considered, and delays resulting therefrom are not a basis for time extensions.
- j. The Contractor shall schedule its work so that the requirements of MAINTENANCE OF TRAFFIC and THE TRAFFIC MANAGEMENT PLAN (TMP) are satisfied. Any costs associated with implementation of the TMP shall be distributed among the items for Maintenance of Traffic.
- k. The Contractor shall provide schedule data files to DDOT and the CM upon request.
- l. The Contractor shall have monthly reconciliation meetings with DDOT/CM to agree on actual completion percentages. The Contractor shall use the agreed completion percentages for monthly schedule updates. The Contractor shall not change the schedule logic (relationships between activities, key constraints, predecessors/successors) without DDOT's approval.
- m. The construction Critical Path Method (CPM) schedule is the master plan for the completion of the work, the day-to-day installation of the work by the Contractor's field foremen and superintendents is usually managed by means of short-term schedules. These short-term schedules normally cover periods from one to four weeks, with two-week look ahead schedules being usual. The Contractor shall extract the look ahead schedules from the construction CPM schedule. The Contractor's look ahead activities shall always follow the latest approved construction CPM schedule.

27. **PERIOD OF PERFORMANCE**

For the purposes of the Contract "Period of Performance" means "Contract Time" as defined in Standard Specification Section 108.08, Determination of Contract time and Partial Performance.

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

1. Substantial Completion Date. Unless the Contract specifies a different time, Substantial Completion is 30 Calendar Days before Final Acceptance.
2. Final Acceptance Date. The Final Acceptance Date is seven hundred and twenty (720) consecutive calendar days from the date of Notice to Proceed.

Following specific performance/completion time is required for Phase 3A, 3D and 3E of the project:

Phase 3A - The bridge reconstruction over Pinehurst Branch, under this contract, shall not exceed **one hundred eighty (180) consecutive calendar days** to complete (See Drawings MT-3 and MT-42 for Phase 3A scope of work).

Phase 3D - Entire roadway section of Oregon Avenue Station 148+25 to Station 152+75, under this contract, shall be completed within **ninety (90) consecutive calendar days** (See Drawings MT-3 and MT-53 for Phase 3D scope of work).

Phase 3E - Entire roadway section of Oregon Avenue Station 152+75 to Station 154+50, under this contract, shall be completed within **sixty (60) consecutive calendar days** (See Drawings MT-3 and MT-54 for the Phase 3E scope of work).

28. FAILURE TO COMPLETE ON TIME

Section 108.09 of the Standard Specifications applies to this Contract.

29. DDOT TITLE VI ASSURANCE

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

(1) COMPLIANCE WITH REGULATIONS

The Contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part

21, (hereinafter referred to as the "Regulations"), as they may be amended from time to time, which are incorporated by reference and made a part of this Contract.

(2) NON-DISCRIMINATION

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

(4) INFORMATION AND REPORTS

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) SANCTIONS FOR NON-COMPLIANCE

In the event of the Contractor's non-compliance with non-discrimination provisions of this Contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor

complies, and/or

2. Cancellation, termination, or suspension of the Contract, in whole or in part.

(6) INCORPORATION OF PROVISIONS

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the Contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

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

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

For the purposes of this Paragraph II.A.3, the "Proposal Form" refers to this Invitation for Bids.

Bidders are on notice that they are required to provide an Affirmative Action Plan in accordance with Section 102.04 as amended by herein.

A. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth in the Attachments.

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

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

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

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

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

area in which the subcontract is to be performed.

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

32. TRAINING REQUIREMENTS

The requirements of 23 CFR 230 Subpart A, Appendix B are included in this Contract at Section 103.04, “Employee Training Requirements.”

The number of trainees for this Contract is: 6

2	Cement Masons
2	Concrete Finishers
1	Power Equipment Operator
1	Mechanic/Equipment Maintenance Technician

33. NON-APPLICABILITY OF DISTRICT HIRING REQUIREMENTS

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

34. USE OF UNITED STATES-FLAG VESSELS

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

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

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

Washington, DC 20590; and

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

35. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS-BACON ACT)

a) Definition.

(1) "Site of the work" is defined as:

- (i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

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

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

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

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

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

nearly so, to the performance of a contract.

- (b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in

a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division-Employment Standards Administration
US Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the

Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

37. COPELAND ACT (29 CFR 3)

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

38. FHWA BUY AMERICA

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

In accordance with 23 U.S.C. 313, the Contractor shall not use steel or iron materials for permanent incorporation on the project, unless such materials are manufactured in the United

States. All manufacturing processes, including application of a coating, for these materials must occur in the United States; and coating includes all processes that protect or enhance the value of the material to which the coating is applied.

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

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

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

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

39. DBE ASSURANCE

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

40. SITE INVESTIGATION - CONSTRUCTION

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the performance of the Work; and (6) all conditions related to site access, required permits, utilities coordination, and District requirements. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be

encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from the Drawings and Specifications made a part of the Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the District.

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

41. APPLICABLE WAGE DECISION/WAGE RATES

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

In accordance with the applicable provisions of 29 CFR, Part 1, which requires that the correct wage determination and the appropriate wage rates therein be incorporated into this Contract, **General Wage Decision No. DC190001, Modification No. 0** dated January 4, 2019 is bound herein and contains the specific applicable wage rates, which are:

Paving and Incidental Construction Rates

Further, in accordance with 29 CFR 1.6(c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, the executed Contract will include all intervening modifications to the General Wage Decision. The Contractor will be reimbursed this added labor cost.

42. WORK AND STORAGE SPACE

This Special Provision supplements and modifies 103.01 Article 17B of the Standard Specifications.

The Contractor is responsible for obtaining the staging and storage space required for the completion of all work. Use of these areas shall be in compliance with all DDOT, National Park Service and other appropriate agencies permitting requirements. Refer also to SP 50 ADDITIONAL NATIONAL PARK SERVICE REQUIREMENTS. The Contractor shall be fully responsible for providing storage space if needed, and for scheduling delivery of materials to the project site, which shall be secured by the Contractor to allow for the lack of on-site storage space.

Potential work and storage areas have been discussed with NPS. The first staging area is located at Oregon Avenue and Horse Stable Road, East of Rock Creek Park Community Garden. The second staging area is located at the Southeast quadrant of Oregon Avenue and Bingham Drive. The Contractor shall be fully responsible for coordinating the use of parkland with NPS and for restoring the area to a pre-construction or better condition.

In addition, the Contractor shall arrange for employee parking, and other storage space, if necessary, at no additional expense to the District. Inability of the Contractor to obtain additional parking and/or storage space will not serve as a basis of claim for delay or for additional payment. Street parking in public, business or residential areas adjacent to the project site is subject to local regulations. The Contractor shall be responsible for any damage to the roadways caused by the construction activities by repairing or replacing the surface and/or base materials at contractor's expense and to the satisfaction and approval of the Engineer.

43. UTILITY STATUS

This paragraph supplements and modifies the Standard Specifications 103.01 Article 17E.

DDOT maintains coordination with the public/private utility companies during the preliminary engineering and construction phases of the project. After Notice to Proceed is issued, DDOT will transfer all public/private utility coordination to the Contractor. The Contractor shall continue to coordinate with the public/private utility companies before the start of construction and during all construction phases of the project.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions. The District will not allow any additional compensation for reasonable delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall be responsible for notifying all affected utility companies before performing any work on their utilities, and shall cooperate with them in achieving the desired result. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations. This is in order that the operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be interrupted.

If utility services are interrupted because of accidental breakage or because of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with

the authority in restoring the service. No work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

The following relocations are to take place before or during the construction period:

- Underground sanitary lines by DC Water.
- Overhead power lines by PEPCO.

44. EMPLOYEE TRAINING, Item 000003

This Special Provision modifies 103.04 of the Standard Specifications.

In the eighth paragraph delete the first sentence beginning "The Contractor will be reimbursed ..." and replace with the following:

"The Contractor shall bid a unit price per hour for training and will be reimbursed in the amount bid in the unit price column of the Pay Item Schedule in the Bid Form and Proposal."

45. MAINTENANCE OF HIGHWAY TRAFFIC

This Special Provision supplements and modifies 104.02 of the Standard Specifications.

A. TRAFFIC FLOW RESTRICTIONS

The Contractor shall maintain two lanes open to traffic at morning and evening peak hours along Oregon Avenue except at road closure sites as shown in the Maintenance of Traffic Plans. At least one (1) lane under flagger control, if required, shall be kept open to traffic during non-peak hours at actual construction site. Morning peak hours are between 5:30 and 9:30 A.M., Monday through Friday, excluding holidays. Evening peak hours are between 3:30 and 7:00 P.M., Monday thru Friday excluding holidays.

The Contractor shall maintain access to Oregon Avenue local driveways and non-closed side streets at all times throughout the duration of the construction project as indicated in the TCP plans.

The contract drawings contain a suggested Maintenance of Traffic Plans for implementation during construction of the project. The Contractor may use the Maintenance of Traffic Plans in the contract drawings as the Traffic Control Plan (TCP) or submit a Contractor-designed TCP to the Chief Engineer for review and approval. A Contractor-supplied TCP shall comply with 104.02(B) of the Standard Specifications.

B. MEASUREMENT AND PAYMENT

No direct measurement or payment will be made for the work required by this Special Provision. The work required by this Special Provision would be part of Construction Lane Closing, pay item 612006.

46. CONTRACTOR'S SUBMITTALS

This Special Provision supplements and modifies 105.02 (B)(2) of the Standard Specifications. All shop and working drawings, materials certifications, laboratory test reports and other required submittals shall be transmitted to the following DDOT office:

**Zahra Dorriz, P.E. – Program Manager Team 2
Infrastructure Project Management Administration
District Department of Transportation
55 M Street, S.E., Suite 400
Washington, DC 20003**

47. WEEKEND WORK

This Special Provision supplements and modifies 105.10 of the Standard Specifications.

Work will be initiated and completed between the hours of 9:30 A.M. and 3:30 P.M., Monday through Friday. However, weekend work may be required as determined by the Chief Engineer in congested areas where serious traffic difficulties would result if the repairs were performed during the normal work week.

48. NIGHT WORK

This Special Provision supplements and modifies 105.11 of the Standard Specifications.

A. GENERAL

The Contractor shall be subject to area noise ordinances for night work from 7:00 PM to 7:00 AM and to the restrictions on equipment as indicated below. Noise levels created by construction activities will require an application for waiver to the District. The District cannot guarantee that a waiver will be granted.

For this project, the area will be classified as Residential.

D.C. MAXIMUM PERMITTED NOISE LEVEL*

Maximum Noise Level, DBA

ZONE	Daytime	Nighttime
Residential, Special Purpose or Waterfront Zone	60	55
Commercial or Light Manufacturing Zone	65	60
Industrial Zone	70	65

*D.C. Law 2-53, District of Columbia Noise Control Act of 1977.

The Contractor shall also maintain sufficient light illumination levels for safe operations in all active work areas during evening and night work. Temporary lighting for the Contractor's operations shall comply with OSHA regulations, Section 1926.56, task requirements and as specified herein.

B. RESTRICTIONS

The use of all mechanical impact demolition equipment will be absolutely prohibited between the hours of 10:00 PM and 7:00 AM.

C. MEASURE AND PAYMENT

No separate measure or additional payment will be made for night work or night lighting.

49. SALVAGED MATERIALS

This Special Provision supplements and modifies 106 of the Standard Specifications.

Any salvaged materials designated useful to the District by the Chief Engineer shall be delivered to a designated storage yard within the District of Columbia. All other materials shall be removed from the job site and be disposed of properly by the Contractor. No direct measure will be made for this work. Payment for this work shall be reflected in the unit prices for the appropriate pay items.

50. OPTIONAL MATERIALS

This Special Provision supplements and modifies 106.01 of the Standard Specifications

The District will not consider any alternate to the following items, and the Contractor shall supply the material of products involved, exactly as shown on the plans and as described in the Standard Specifications and these Special Provisions.

1. Electrical Conduits
2. Light Standards
3. Electrical Conductors

For all other finished or semi-finished materials or products, an optional equivalent will be permitted. This alternate material or product shall meet all the requirements of the pertinent ASTM, AASHTO, Federal Specifications, DDOT Specifications, or other specifications which would be applicable to the particular item and result in no additional cost to the District nor additional contract time. The Contractor shall submit the proposal for an equivalent item for the District's review immediately after bids have been opened in order that approval or rejection can be determined.

51. ADDITIONAL NATIONAL PARK SERVICE REQUIREMENTS

This Special Provision supplements and modifies 107.10 of the Standard Specifications

A. GENERAL

Work may require temporary use of National Park Service (NPS) lands. Upon request from the Contractor, DDOT shall assist the Contractor in applying for a permit from NPS. The Contractor's request to DDOT shall be made at adequate time prior to performing any work on NPS property to allow for time required to obtain the permit. Information to be provided in the Contractor's request to DDOT shall include, a description of the work to be performed on the NPS property, including locations, staging area and impacts to NPS resources including but not limited to trees, structures and access to the facility. The Contractor shall indicate the dates and hours of work of the Contract for approval by NPS.

The Contractor shall not commence work on the Pinehurst Creek Bridge and the Oregon Avenue Roadway until all necessary NPS permits are obtained.

B. ACTIVITY ON NPS LAND

The Contractor shall submit to NPS a schedule for construction activities on the NPS property at least 30 days in advance before any activity commences on NPS property. Access to construction vehicles shall be confined to the access routes and temporary construction areas. No excavation beyond the limits shown on the plans shall be performed within the NPS property. No areas of NPS land shall be used without prior NPS approval.

C. DEBRIS

No debris shall be allowed on the parkland outside the NPS-approved Contractor's work area. Prior to construction, a representative of the NPS will review and approve the means of protection. The Contractor shall provide prompt removal of any debris that falls onto the parkland.

D. PARKLAND

The Contractor shall coordinate with and have advance approval from the National Park Service for all construction activities on and over parkland. The Contractor shall

construct a shield prior to beginning construction activities above parkland. All information regarding the shield will be provided by the National Park Service upon submittal for permit.

E. RESTORATION OF NPS LAND

All areas of NPS land used by the Contractor must be restored to their original condition or the condition specified in the NPS permit. Proposed vegetative covering shall be pre-approved by the National Park Service prior to ordering. No payment will be made to the Contractor for this work as it is incidental to the construction of the project.

F. NOTIFICATION OF U.S. PARK POLICE

The Contractor shall notify the United States Park Police of a schedule for construction activities before activity commences. Each employee shall carry a photo identification card issued by the Contractor for the duration of the activities.

G. RIPRAP

The Contractor shall coordinate with and have advance approval from the National Park Service of the type of riprap Class 0, Class I, and Class II and the geometries and source of aggregate. Riprap to be used in the project see S.P. 602 Slope and Foundation Protection of the Standard Specifications. No payment will be made to the Contractor for this work as it is incidental to the construction of the storm pipes.

52. PROJECT SECURITY

This Special Provision supplements and modifies 107.15 of the Standard Specifications.

The Contractor shall be responsible for adequate protection of the entire Project site during the performance of this Contract. The Contractor shall be responsible, on a 24-hour basis, for necessary protection to prevent all vandalism to or theft of materials, equipment in use, and completed work on the project site.

No direct measure or payment will be made. Cost of Project Security shall be incidental to Engineer's Field Facilities, Item No. 108012.

53. CLEAR GRUB, Item 201004

This Special Provision supplements and modifies 201 of the Standard Specifications.

A. DESCRIPTION

Work consists of removing above and below the surface of the existing trees and shrubs up to 6

inch diameter or less in caliper breast height in accordance with 201 and this provision. Removal of trees and stumps above 6 inch in diameter will be measured and paid separately per 608 of the Standard Specifications.

B. SPECIAL LIMITS

At locations where there is a new wall at the side of the roadway, the vegetation shall be cleared beyond the visual face of the wall for a distance of five (5) feet. The stumps shall be close cut to the ground and treated with an antigrowth chemical.

Tree branches that are greater than sixteen (16) feet above the ground line shall not be removed except when they are above the travel way.

C. MEASURE AND PAYMENT

Provisions set for in 201.04 of the Standard Specifications apply. Measurement and payment will be the acre.

54. AGGREGATE BASE COURSE, Item 209002

This Special Provision supplements and modifies 209 of the Standard Specifications.

Replace section 209.02 in its entirety with the following:

209.02 MATERIALS. The materials for this work shall be crushed stone meeting the requirements of 804.04(A).

55. DEMOLITION, Item 205008

This Special Provision supplements and modifies 205.02 of the Standard Specifications.

A. DESCRIPTION

Work consists of the complete removal and disposal of existing bridge culvert at Oregon Avenue over Pinehurst Branch, including the removal and disposal of all concrete, reinforcing steel, asphalt overlay, walls, temporary barriers, railing, guardrails and guardrail terminals, and removal and disposal of existing utilities at the bottom of the stream (sanitary and water line pipes) in conflict with the construction of the new bridge as shown in the contract documents or as directed by the Engineer.

Any on-site temporary concrete barrier on the bridge and approaches deemed suitable by the Chief Engineer the Contractor shall salvage and send to a designated DC storage yard.

B. CONSTRUCTION METHODS

The Contractor shall not deposit removed items or debris in the stream bed or land adjacent to the structure. The material shall be removed daily and not allowed to accumulate on or adjacent to the project site. The contractor shall phase the demolition work as to protect and ultimately relocate the existing sanitary and water line pipes in closed proximity to the existing bridge culvert. At no time will the sanitary and water lines be out of services. The Contractor shall coordinate with the DC Water and Sewer Authority (DC Water) for disconnection and reconnection of sanitary and water line services.

C. MEASURE AND PAYMENT

Standard Specifications 205.05 (D) applies to the demolition work. Payment for salvaged concrete barriers shall be reflected in the unit price for demolition work. Payment for relocation of sanitary and water lines will be made under their respective pay items in the schedule of prices.

56. PIPELINE PCC ENCASEMENT, Item 300003

This Special Provision supplements and modifies 320 of the Standard Specifications.

A. DESCRIPTION

Work consists of placing cast-in-place concrete pipe encasement to water and sewer lines at locations shown and detailed in the contract documents or as directed by the Engineer.

B. MATERIALS

- 817: PCC Class C, High Early Strength

C. CONSTRUCTION REQUIREMENTS

Pipeline PCC Encasement shall be constructed per applicable requirements of 320.06 and as shown in the Contract Documents (WS-48). PCC shall reach 2500 PSI before backfilling. Backfill shall be per 207. The encasement shall be formed using undisturbed soils or concrete formwork. Suitable concrete protection shall be provided to reduce rapid moisture loss and to protect the concrete from freezing.

D. MEASURE AND PAYMENT

The unit of measurement for Pipeline Concrete Encasement will be the cubic yard.

Payment for Pipeline Concrete Encasement of the pipe size specified will be made at the Contract unit price per cubic yard, which payment will include furnishing and forming high early strength Class C PCC, and all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

57. TRENCH EXCAVATION FOR LID FACILITIES, Item 300003

This Special Provision supplements and modifies 207 of the Standard Specifications.

A. DESCRIPTION

Work consists of excavation, shoring, supporting utilities as required in open trenches to specified widths and depths for the construction of LID facilities. It shall also include disposal of excavated materials.

B. CONSTRUCTION REQUIREMENTS

Required provisions of 207.02 and 207.03 of the Standard Specifications applies.

C. MEASURE AND PAYMENT

In conformance with 207.05, the unit of measurement for Trench Excavation for LID Facilities will be the cubic yard.

Payment for Trench Excavation for LID Facilities will be made at the Contract unit per cubic yard per 207.05 except that the bioretention soil backfill material will be measured separate for payment under item 607042.

58. ENDWALLS, Item 300007

This Special Provision supplements and modifies 320 of the Standard Specifications.

A. DESCRIPTION

Work consists of excavation, backfill, and compaction beyond trench excavation limits, disposal of excess material, furnishing all material for construction and constructing reinforced PCC Endwalls complete in-place. PCC Endwalls of the pipe size shown in the contract documents shall be constructed as detailed in the contract documents.

B. SUBMITTALS

Shop drawings shall be submitted per 105.02 for reinforcing steel layout.

C. MATERIALS

- 812.02: Reinforcing Steel
- 817: PCC Class B
- 320: Sewer/Water PCC Construction

D. CONSTRUCTION REQUIREMENTS

PCC Endwalls shall be constructed per applicable requirements of 320.06, per Standard Drawings 320.02, 320.06 and as shown in the Contract Documents (WS-49). PCC shall cure for a minimum of four (4) days prior to backfilling. Backfill shall be per 207.

E. MEASURE AND PAYMENT

The unit of measurement will each.

Payment for PCC Endwalls of the pipe size specified will be made at the Contract unit price per each, which payment will include furnishing and forming Class B PCC, furnishing and placing reinforcement steel complete, backfilling, and all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

59. DC WATER AND SEWER AUTHORITY SPECIFICATIONS

DC Water Specifications and Standard Drawings are to be used for water and sewer work where applicable. These specifications and drawings supersede applicable sections of Division 300 the District of Columbia Standard Specifications for Highways and Structures, 2013, the Standard Drawings 2009 and amendments thereto.

60. BASING CONNECT DUCTILE IRON PIPE, Item 310991

This Special Provision supplements and modifies 310 of the Standard Specifications.

A. DESCRIPTION

Work consists of furnishing and installing catch basin connect pipe made of ductile iron pipe at locations where pipe bending is required to avoid utility conflicts with existing or proposed utilities. Work includes trench excavation, shoring, backfill, compaction, and disposal of excess and/or unsuitable material, and all requirements of 310.

B. CONSTRUCTION REQUIREMENTS

Submittals, materials and construction requirements shall conform to Standard Specifications 310. Ductile iron pipe shall meet the requirements of ASTM 746, Class 50, and shall be of the size indicated in the contract drawings. Pipe shall be laid with positive slope at vertical bending (45° max.) from the catch basin to the tie-in manhole. No sags will be permitted.

C. MEASURE AND PAYMENT

The unit of measure for Basin Connect DI Pipe, Class 50 of the size indicated in the schedule of prices will be the linear foot measured in accordance to 310.

Payment will be made at the respective contract unit price per linear foot, which payment will include excavation, disposal of surplus material, backfilling, compacting, furnishing, hauling, and placing all material, including pipe fittings, and all labor, materials, tools, equipment and incidentals necessary to complete the work per 310.

61. FURNISH AND INSTALL SHALLOW BASIN, Item 310993

This Special Provision supplements and modifies 310 of the Standard Specifications.

A. DESCRIPTION

Work consists of excavation, backfill, compaction, and disposal of excess of excavated material, furnishing all material, and constructing shallow reinforced concrete catch basins and outfall pipes for LID facilities complete in-place as shown in the contract documents.

B. SUBMITTALS

Shop drawings shall be submitted per Standard Specifications 105.02 for reinforcing steel layout, catch basin tops, and catch basin frames and covers.

C. MATERIALS

Materials shall conform to 310.03.

D. CONSTRUCTION REQUIREMENTS

Construction requirements shall be per 310.04.

E. MEASURE AND PAYMENT

The unit of measurement will each.

Payment for Furnish and Install Shallow Catch Basin will be made at the Contract unit price per each, which payment will include frames and covers, excavation and backfill, and all labor, materials, tools, equipment, and incidentals needed to complete the work specified. Outfall pipe of the size indicated in the Contract Drawings will be made at the respective unite price per linear foot (including fittings) measured from the inside face of the basin to outfall in the LID facility.

62. DUAL THROAT WATER QUALITY BASIN, Item 310993

This Special Provision supplements and modifies 310 of the Standard Specifications.

A. DESCRIPTION

Work consists of the construction of PCC water quality catch basins complete in-place of the type

and size indicated in the contract drawings (Dual Throat - WASA Std. Dwg. S-31.02). Work includes excavation, shoring, backfill, compaction and disposal of excess and/or unsuitable excavated material.

B. CONSTRUCTION REQUIREMENTS

Submittals, materials and construction requirements shall conform to 310 of the Standard Specifications. The water quality basin frame and cover shall be per WASA standard drawing S-90.31.

C. MEASURE AND PAYMENT

The unit of measure for Dual Throat Water Quality Basin will be each.

Payment will be made at the respective contract unit price per each, which payment will include water seal castings, frames and covers, excavation, shoring and backfill, and all labor, materials, tools, equipment and incidentals needed to complete the work specified.

63. SOLID TRENCH DRAIN COVER, Item 327012

This Special Provision supplements and modifies 621.11 of the Green Infrastructure Standards Specifications.

A. DESCRIPTION

Work consists of furnishing and placing metal trench drain covers in sidewalks as shown in the Contract Drawings and per the manufacturer's recommendations.

B. MATERIALS

Metal trench drain cover shall be 18" x 24" Interlaken decorative cast metal grate as manufactured by Iron Age Designs or approved equal. Dimensions shall be 18" x 24 x 1.5". Material shall be cast ductile iron. Frame as required to secure in place. Finish shall be raw (natural).

C. CONSTRUCTION

The drain cover shall fit into a frame mounted to the concrete sidewalk and final installation shall be ADA compliant.

D. MEASURE AND PAYMENT

The unit of measure for Curb Cut Metal Trench Drain Cover will be per linear foot for the size specified. Payment for Curb Cut Metal Trench Drain Cover will be made at the Contract unit price linear foot which include frame, cover, fasteners, grout, installation, and all labor, material, tools, equipment and incidentals needed to complete work specified.

64. TREES/SHRUB/GRASSES, Item 60011

This Special Provision supplements and modifies 608 of the Standard Specifications.

A. DESCRIPTION

Work consists of the furnishing, delivering and installing specified sizes of trees, shrubs, and ornamental grasses in accordance with the contract documents. Work includes all excavation and planting operations, plant establishment operations, disposal of waste and other incidentals needed to complete the planting work.

B. MATERIALS

Materials shall conform to 608.02 (B).

C. CONSTRUCTION REQUIREMENTS

Construction requirements shall be per 608.02 (C).

D. MEASURE AND PAYMENT

The unit of measurement for every type of trees, shrubs and grasses will be per each.

Payment for planting will be made at the Contract unit price per each, which payment will include furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work specified. Other requirements per 608.02 (D) applies.

65. NATURAL LOOKING BOULDER, Item 600011

This Special Provision supplements and modifies 608 of the Standard Specifications.

A. DESCRIPTION

Work consists of the furnishing, delivering and installing natural looking granite boulders approximately 2 feet by 3 feet in size at locations shown in the contract documents.

B. MATERIALS

Materials shall conform to 803.09 except that these are single pieces.

C. CONSTRUCTION REQUIREMENTS

Boulders shall be carefully dumped at locations shown on the Plans or as directed by the Engineer with minimum disruption to surrounded area.

D. MEASURE AND PAYMENT

The unit of measurement will be per each complete in place.

Payment for natural looking boulder will be made at the Contract unit price per each, which payment will include furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

66. AERATION STRIP UNDER SIDEWALK, Item 60017

This Special Provision supplements and modifies 608 of the Standard Specifications.

A. DESCRIPTION

The work included in this section includes the furnishing of preformed soil strip drains to act as aeration strips as indicated by the contract drawings and/or specifications.

B. SUBMITTALS

The Contractor shall submit samples of the Aeration Strip for approval prior to commencing work.

C. MATERIALS

The Aeration Strip material shall be a two-part pre-fabricated soil strip drain consisting of a formed polystyrene core covered on all sides with a non-woven, needle-punched polypropylene filter fabric.

1. Polystyrene core shall be a polymeric plastic with its own inherent strength to withstand compressive strengths from soil, backfill, and concrete pavements. The core compressive strength shall be not less than 9,500 lbs/sq ft. The flow capacity of the core shall be between 21 and 50 gal/min/ft.

2. Filter Fabric shall be shall have a high filtration rate allowing water to filter through the fabric and enter the drainage core quickly yet resist clogging. The fabric shall be glued to each dimple of the polymeric core to keep from soil intrusion.

D. CONSTRUCTION

1. Excavate 9" wide and 12" deep trough as indicated on contract drawings. Care shall be taken to ensure that the sides and base of the trough are not compacted by the excavation equipment and rendered impermeable to water.

2. Place filter strip vertically in the center of the trough, ensuring the end of the strip abuts the tree root ball as shown in the contract drawings.

3. Backfill with sand to elevation indicated on the contract drawings.

E. PROTECTION OF FINISHED WORK

After the aeration strip is installed, it shall be the responsibility of the General Contractor to see that it is properly and adequately protected from damage.

F. MEASURE AND PAYMENT

The unit of payment for Aeration Strip will be the linear foot. Payment will be made at the contract price per linear foot, which payment will include furnishing all material, labor, tools, equipment and incidentals to complete the work as described.

67. BIORETENTION PLANTER RAILING, Item 60017

This Special Provision supplements and modifies 608.06 of the Standard Specifications.

A. DESCRIPTION

Work consists of the furnishing and installing a 18" high ornamental iron bioretention planter railing of the shape, dimensions, and locations indicated in the contract documents or as directed by the Engineer.

B. MATERIALS

Materials shall conform to 608.06 (B).

C. CONSTRUCTION REQUIREMENTS

Construction requirements shall be per 608.06 (C).

D. MEASURE AND PAYMENT

The unit of measurement for Bioretention Planter Railing will be the Linear Foot. The actual length of fence measured horizontally along the railing from center to center of end posts will be paid for at the contract unit price per linear foot, which payment will include the fabrication and furnishing of all materials, tools, equipment and incidentals necessary to complete the work.

68. IRRIGATION REPLACEMENT, Item 60025

This Special Provision supplements and modifies 607 and 608 of the Standard Specifications.

A. DESCRIPTION

Work consists of removing, relocating, and replacing existing irrigation systems in residential landscape areas impacted by the project. The work shall be performed by a qualified irrigation Contractor who shall be approved by the Engineer prior to start of Work under this item.

Contractor shall identify currently irrigated areas and notify DDOT prior to disturbance. Contractor shall coordinate with homeowner the schedule to minimize the interruption of irrigation to not more than 7 days. Any material damaged due to Contractor's negligence shall be replaced at the Contractor's expense.

B. MEASURE AND PAYMENT

The unit of measurement for Irrigation Replacement will be the square foot of irrigated area disturbed. Payment will be made at the Contract unit price per square foot, which payment will include removing and disposal, and furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

69. PERMEABLE INTERLOCKING UNIT PAVERS, Item 60027

This Special Provision supplements and modifies 621.06 of the Green Infrastructure Standards Specifications.

A. DESCRIPTION

Work consists of the furnishing and installing permeable interlocking unit pavers as shown in the Contract Drawings.

B. MATERIALS

Permeable interlocking unit pavers shall be of the following types:

1. Type 1, it shall be a 4 ½" x 9" x 3" concrete unit paver exceeding requirements of ASTM C936 with a score to appear as a 4 ½ x 4 ½ piece. Color shall be a chocolate tan blend with a natural finish.

2. Type 2, it shall be a steel reinforced (6"x6"x6" gauge welded wire mesh) 4" thick heavy duty 24" x 24" pervious concrete grid paver. Concrete Block shall be manufactured in accordance with ASTM 1319 – minimum compressive strength of 5,000 psi. Color of concrete shall be white. Provisions set for in 621.06 (A) thru (H) apply.

C. MEASURE AND PAYMENT

The unit of measurement for permeable interlocking unit pavers of the type specified will be the square yard.

Payment will be made at the Contract unit price per square yard, which payment will include unit pavers, bedding material, and joint filler complete in place. Payment will include the cost of furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work

specified.

70. **STONE FOUNDATION PROTECTION, Item 602006**

This Special Provision supplements and modifies 602 of the Standard Specifications.

Add the following requirements:

602.02 MATERIALS

- Geotextile Fabric: The geotextile fabric shall meet the requirements of AASHTO M 288 for stabilization applications. Filter cloth shall be Geotextile Class SE or better.
- 803.09: Aggregate for Riprap shall be of appropriate type and color (e.g. green, gray, brown/gray, dark gray, and/or dark brown in color). No WHITE stone shall be allowed. All stone shall be free laminations and weak cleavages. Metamorphic rock is preferred. The stone shall not disintegrate from the action of air, water, or in handling and placing. Granular sedimentary stone will generally be unacceptable and concrete will not be considered as an alternative for stone. Prior to the start of work, the Contractor shall submit Aggregate for Riprap specific construction schedule, including source of rock and stone, to the Engineer for review. No work shall be performed until the Engineer has approved the schedule. The Contractor shall locate a potential source for all rock and stone to be used in this project. The Contractor, Engineer, and NPS representative will jointly visit the quarry to determine whether the stone meets the specified requirements. The Contractor will not be granted an extension of time or extra compensation due to delay caused by sampling, testing, approval, or disapproval of material under the requirements of these specifications. The Contractor shall obtain from the quarry and submit to the Engineer a certificate verifying the following:
 - Boulder classification
 - Weight per cubic foot
 - Type of rock
 - Class of Riprap as described in Table 803.09 (A)

602.03 CONSTRUCTION REQUIREMENTS

Stone foundation protection shall have a filter layer of Geotextile Class SE material placed between the rip-rap and the underlying soil surface. All overlaps whether for repairs or for joining two pieces of geotextile fabric shall be a minimum of one foot. Rip-rap shall be placed in a manner to prevent damage to the geotextile fabric. Hand placement will be required to the extent necessary to prevent damage to the permanent work and surrounding areas.

602.04 MEASURE AND PAYMENT

The unit of measure for Stone Foundation Protection will be the ton. The actual number of tons complete in place determined by the certified scale weights will be paid for at the Contract unit price per ton, which payment will include furnish and installation of geotextile fabric, rip-rap Class 0, Class I, and Class II as indicated in the Contract Drawings, all labor, materials, tools, equipment, and incidentals necessary to complete the Work.

71. LID SPLASH STONE, RIVER ROCK, Item 602012

This Special Provision supplements and modifies 602 of the Standard Specifications.

Add the following requirements to Section 602.02:

602.02 MATERIALS. The materials for this work shall be river rock meeting the requirements of 3" to 5" washed multiple earth-tone color gravel decorative stone for drainage.

72. RELOCATE WOOD FENCE, Item 604991

This Special Provision supplements and modifies 604 of the Standard Specifications.

A. DESCRIPTION

Work consists of removing and relocating existing wood property fencing (any kind) at locations shown in the contract drawings or as directed by the Engineer. All fence elements and posts shall be carefully removed, stored, and reinstalled. Any material damaged due to Contractor's negligence shall be replaced at the Contractor's expense.

B. MEASURE AND PAYMENT

The unit of measurement for Relocate Wood Fence will be the linear foot of fence (any kind) removed and relocated with measure along the face of the fence.

Payment will be made at the Contract unit price per linear foot, which payment will include furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

73. STOCKADE WOOD FENCE, Item 604991

This Special Provision supplements and modifies 604 of the Standard Specifications.

A. DESCRIPTION

Work consists of furnishing and installing stockade wood fence, 6 foot high, at locations shown on the Contract Plans or as directed by the Engineer. Fence shall be in-kind to the surrounding fence. The Engineer shall approve the materials before and after installation.

B. MEASURE AND PAYMENT

The unit of measurement for Stockade Wood Fence will be the linear foot of fence complete in place with measure along the face of the fence.

Payment will be made at the Contract unit price per linear foot, which payment will include furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

74. RELOCATE ORNAMENT METAL FENCE, Item 604991

This Special Provision supplements and modifies 604 of the Standard Specifications.

A. DESCRIPTION

Work consists of removing and relocating existing metal property fencing at St. John's College High School shown in the Contract Drawings or as directed by the Engineer. All metal fence elements and posts shall be carefully removed, stored, and reinstalled. Any material damaged due to Contractor's negligence shall be replaced at the Contractor's expense. Contractor shall furnish and install new metal fencing to match existing for end segments that do not match dimensions with existing conditions.

Work shall also consist of removing, hauling, and disposing existing brick columns as shown in the Contract Drawings. New brick columns to match existing shall be installed by the Contractor where shown in the Contract Drawings and shall be spaced so that the relocated ornamental metal fence will fit between columns.

Contractor shall provide samples of brick and precast concrete cap to the Engineer for approval. Contractor shall build a mockup of one brick column to verify selection of materials and set construction standard for quality. Reusable fence attachments to new brick column shall be primed and painted in black color.

Materials and construction for anchoring and placing brick, mortar, pointing, and finishing shall conform to 708 of the Standard Specifications.

B. MEASURE AND PAYMENT

The unit of measurement for Relocate Ornamental Metal Fence will be the linear foot with measure along the face of the fence including the brick columns complete in place.

Payment will be made at the Contract unit price per linear foot, which payment will include removal, hauling, and disposal of existing brick columns and foundations, construction of new brick columns, reinstallation of metal fences, and any new sections of metal fence, and furnishing all labor, materials, tools, equipment, and incidentals needed to complete the work specified.

75. GRANITE COBBLE PAVERS, Item 605048

This Special Provision supplements and modifies 605 of the Standard Specifications.

Add the following requirements to Section 605.04:

B. MATERIALS

The materials for this work shall be cobblestone pavers. Color shall match the stone masonry used on the bridge walls. Size of cobblestone pavers shall be 4"x4"x4".

76. EXPOSED AGGREGATE DRIVEWAY, 6", Item 605993

This Special Provision supplements and modifies 504 and 605 of the Standard Specifications.

A. DESCRIPTION

Work consists of constructing exposed aggregate PCC driveway entrances, composed of Portland cement concrete with wire fabric reinforcement on a prepared base course. Except as herein stated, all requirements specified in 504 are applicable to this special provision

The exposed aggregate driveway entrances shall be constructed in one course to the thickness specified in the drawings. Carbon powder per 605.01(B) will be used in the PCC slab to match existing. Coarse aggregate for the concrete mix shall be the same as that used for the exposed aggregate sidewalk construction, free from deleterious material such as iron oxides and iron pyrites.

Select aggregate samples shall be submitted to the Engineer for approval. Aggregate source, cement type, and cement brand shall not be altered during the course of the work.

B. MATERIALS

The proportion of materials shall meet the requirements of 817, Class E.

C. CONSTRUCTION REQUIREMENTS

Construction methods shall conform to the requirements specified in 504.02 and 605.01(E) of the Standard Specifications. The coarse aggregate shall be rounded (not crushed) No. 57 gravel

meeting the gradation requirements of AASHTO M43.

The Contractor will construct a 4' x 4' horizontal sample test panel using the same material and methods that he intends to use in this construction. Work shall not proceed until the sample is submitted and approved by the Engineer. The approved sample panel shall be kept at the job site until the work is finished. Extreme care must be maintained by the Contractor to properly arrange his work and to employ only masons skilled in this class of work in order that the finished surface shall conform to the approved sample.

The thickness of the exposed aggregate PCC driveway entrances shall be of the dimensions as shown on the contract plans. It shall be constructed on the aggregate base course and shall be placed as soon as possible following placement of the aggregate base.

D. MEASURE AND PAYMENT

The unit of measure for Exposed Aggregate PCC Driveway, 6 inch will be the square yard.

Payment will be made at the respective contract unit price per square yard of the specified depth. Payment will be full compensation for furnishing, hauling and placing all materials, including expansion joint filler, waterproofing, wire fabric reinforcement, impervious material, sealing of joints, curing and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

77. BRICK DRIVEWAY ON PCC BASE, Item 605993

This Special Provision supplements and modifies 504 and 605 of the Standard Specifications.

A. DESCRIPTION

Work consists of constructing brick driveway at locations indicated in the contract documents or as directed by the Engineer. The driveway shall consist of brick in a mortar bed on 4" PCC base. Except as herein stated, all requirements specified in 504 and 605 are applicable to this special provision.

Brick joints shall be filled with a sand-cement mix. The exact pattern, brick size, color, and construction details shall be similar to that of the surrounding brick driveway. Before proceeding with the work, the Contractor shall submit samples of the brick for color range for approval by the Engineer. The sample submitted shall be of production type and shall represent color and minimum quality of finish to be furnished by the manufacturer. Downgrading of quality demonstrated by samples shall be cause for rejection of work.

B. MATERIALS

Materials shall meet the following requirements:

Portland Cement – 801.01

Masonry Cement – 801.02

Epoxy Mortar – 822.08(C)

Sand – 803.06

Water – 822.01

Brick – 806.01(E)

Preformed Expansion Joint Material – 807.01(A)

Cold-poured sealant – 807.02(B), natural gray color

The proportion of concrete materials shall meet the requirements of 817, Class E.

C. CONSTRUCTION REQUIREMENTS

Pre-molded expansion joint material (1/2 inch) shall be placed around curb and structures abutting the driveway. The pre-molded material shall be removed to 1/2 inch below the driveway brick surface and this space sealed.

Soils base shall be brought to within 3/4 inch of proper grade. Soils base used shall meet the requirements of 804.04.

The PCC base shall be constructed on soils base, prepared per 209. PCC base shall be per 502. Depth of the PCC base shall be 4 inches. Broom or machine finishing, scoring, carbon powder and joint sealer shall not be required for PCC base.

The mortar bed used when placing brick on PCC base shall consist of a mix of two parts by volume of well graded sand with one part by volume of masonry cement, mixed dry until the mass is uniform in color. Mixing may be done in an approved batch mixer or by hand on a clean tight surface. Enough water shall be added to the dry mix to make a comparatively stiff consistency. Mixing time shall be a minimum of 4 minutes. Immediately prior to placing mortar bed, PCC base surface shall be dampened thoroughly. The mortar bed shall be carefully shaped to a surface approximately parallel with surface of finished brick paving. The area of mortar bed placed and rolled in any workday shall be scheduled so that at the end of the day no bedding course remains without the brick course.

Upon installing prepared mortar bed, the brick shall be laid in successive courses with the better face or wire-cut side upward. Every course of brick shall be laid true and even and brought to grade by use of wooden mallets or similar tools, and except in special cases shall be laid parallel to

the curb. No course shall deviate from a straight line more than 2 inches in 30 feet. Brick installation shall take place in a continuous sequence and shall follow the completion of the bedding within 50 feet. Immediately after laying the brick, brick surfaces shall be swept and inspected. Any imperfect brick, as determined by the Engineer, shall be removed and replaced.

Following inspection and replacement of defective bricks, the surface shall be swept free of spalls, covered with a board approximately 3 inches thick, 12 inches wide, and 6 feet long, and shall be tamped with an approved tamper. At no time shall tamper come in direct contact with bricks, and all work shall be done as soon as possible after laying so that tamping may be completed before the bed has begun to set.

When tamping is completed as described above, joints shall be thoroughly chocked with a dry mix of 2 parts sand and 1 part of cement by volume. Filler shall be brought up flush with the surface of the bricks. After filling, the bricks shall be swept clean and carefully watered to saturate the joint filler. Care shall be exercised not to displace filler from the joints. Any joints which do not remain flush with brick surfaces shall be re-chocked and watered. Particular attention shall be paid to soldier courses and those small sections of cut brick necessary to fit manholes and obstructions within the brick paved area. Where directed by the Chief Engineer, these shall be completely embedded in the 2:1 mix to prevent them from working loose.

D. MEASURE AND PAYMENT

The unit of measure for Brick Driveway on PCC Base will be the square yard. The number will be the actual number of square yards measured complete in place.

Payment will be made at the respective contract unit price per square yard. Payment will be full compensation for furnishing, hauling and placing all materials, including compaction of sub-base, PCC base, mortar bed, filler, furnishing and placing bricks for new construction, preformed expansion joint and joint sealer, water, curing and all labor, tools, equipment and incidentals necessary to complete the work.

78. STEEL EDGING, Item 608078

This Special Provision supplements and modifies 621.07 of the Green Infrastructure Standards Specifications.

A. DESCRIPTION

Work consists of furnishing and placing steel edging to restrain porous rubber sidewalks as shown in the Contract Drawings.

B. MATERIALS

Steel edging shall be commercial black painted steel edging with loops for support stakes.

C. CONSTRUCTION

The steel edging shall be securely placed as shown in the Contract Drawings with the top of the edging level with the surface of the porous rubber sidewalk. Do not damage existing tree roots when placing the support stakes into the ground. Final installation shall be ADA compliant.

D. MEASURE AND PAYMENT

The unit of measure for Steel Edging will be per linear foot. Payment will be made at the Contract unit price linear foot which include steel edging, support stakes, installation, and all labor, material, tools, equipment and incidentals needed to complete work specified.

79. PORTABLE BARRIER

This Special Provision supplements and modifies 610.02 of the Standard Specifications:

610.02 (D) is supplemented by adding:

“Barrier delineators shall be installed on Portable Precast PCC Barrier. Barrier delineators will not be measured separately for payment. Cost of barrier delineators shall be included in the unit bid price for install Portable Precast PCC Barrier, item 610012.”

610.02 (D) (2) is supplemented by adding:

“The Contractor will be paid for moving Portable Precast PCC Barrier for each major phase of construction only (i.e. moving barrier from Phase 1 to Phase 2 to Phase 3, etc.) as shown in the maintenance of traffic plans. Moving Portable PPC Barrier will be included under item 610993.”

“No measurement or payment will be made for moving Portable Precast PCC Barrier within each major phase of construction (i.e. Phase IA to Phase IB to Phase IC, etc.) nor within each sub-phase of construction (i.e. Phase IA, etc.). Cost for moving barriers within major phase or within sub-phase of construction shall be included under the initial installation, item 610012.”

80. TEMPORARY RELOCATION OF TRAFFIC SIGNS

This Special Provision supplements and modifies 612 of the Standard Specifications.

A. DESCRIPTION

Work consists of removing in-place selected ground mounted signs from the job site and erecting the signs at locations shown in the Traffic Control Plan (TCP) or as directed by the Chief Engineer. Also included is the removal of the signs from the job site when no longer required.

B. CONSTRUCTION REQUIREMENTS

The Contractor shall carefully remove the designated signs. The signs shall be braced (as necessary) to prevent wind loading from toppling the signs during the removal process. The signs shall be assembled and mounted on temporary construction sign supports following the requirements of 612.04.

Existing sign supports shall be removed in their entirety unless indicated otherwise by the Chief Engineer. The Contractor shall properly dispose of all sign supports removed and shall promptly refill all post-holes with appropriate soils-based material that equals neighboring ground.

Immediately after the installation of the sign, the Contractor shall clean the face panel of all dirt, grease, oil, or residual materials of the installation process.

C. MEASURE AND PAYMENT

Temporary Relocation of Traffic Signs will not be measured separately for payment. This work shall be incidental to Item 612010, Temporary Construction Sign Supports.

81. THERMOPLASTIC PAVEMENT MARKING, 6-INCH DASH, Item 612060 THERMOPLASTIC PAVEMENT MARKING, 8-INCH DASH, Item 612997

This Special Provision supplements and modifies 612.12 (F) of the Standard Specifications by adding:

Thermoplastic pavement markings, 6-inch dash and 8-inch dash, will be measured and paid for based on the actual length of marking stripe only.

82. STREETLIGHT ELECTRICAL WORK

This Special Provision supplements and modifies 614 of the Standard Specifications.

A. DESCRIPTION

Electrical work shall consist of furnishing and installing a functional street lighting system in accordance with the plans and Section 614 of the standard specifications, and this special provision. Specific items of work under this contract are shown on the plans and will be measured and paid for at the contract unit price as provided in the Schedule of Prices.

B. SCOPE

Furnish and install arms and LED luminaries, duct banks, manholes, and all necessary electrical connections as indicated in the plans.

Removal of the existing street lighting system including luminaries and arms as indicated in the plans.

Other essentials necessary for the satisfactory installation of the roadway lighting system shown on the plans, whether specifically mentioned or not.

The Potomac Electric Power Company currently supplies power to the existing streetlight system from its overhead facilities. PEPCO will supply the power to the permanent roadway lighting system. The Contractor shall coordinate with PEPCO for reconnection of cabling to power new LED luminaires, and work will be performed under PEPCO supervision and inspection. PEPCO owns the service tap onto their electrical system. D.C. owns the cable after the service tap to the street light(s).

All new service taps onto PEPCO electrical system will be done by PEPCO Forces.

The Contractor shall be responsible to field check all existing conditions and make necessary adjustments to the new work as required and as approved by the Engineer at no additional cost to the District.

The Contractor's payment to PEPCO is reimbursable under this contract in Pay item 614 999 and it is for the following work only: PEPCO forces discovery of new power source locations, disconnections, and new service connections.

All work involved with PEPCO facilities (manholes and ductbanks) shall be performed in conformance with PEPCO requirements. Contractor shall refer to PEPCO requirements shown in the appendices to this special provision.

Before any electrical work is performed, the electrical Contractor must be licensed and bonded in the District of Columbia and must apply for an electrical permit to perform electrical work in public space. A Master Electrician or an Electrical Engineer who is required to be licensed in the District of Columbia must sign this application.

The Contractor's employees installing the electrical work must be licensed in the District of Columbia as a Master Electrician, Electrician or Apprentice Electrician. When Apprentice Electricians are working, a Master Electrician or an Electrician must be on the project site for

personal supervision.

All electrical work must be inspected by the Electrical Inspectors of the Department. Twenty-Four (24) hour advance notice is required for inspection. The offices of the Electrical Inspectors are located at 55 M Street, N.E., Washington, D.C. 20003, Telephone Number (202) 671-1351.

The Contractor shall have a copy of the drawings, Electrical Permit and all approved Catalog Cuts on the job at all times when electrical work is being performed.

The Contractor shall as part of his bid submit all catalog cuts for the poles and luminaries that he proposes to use on this project. The Contractor is alerted that due to the long lead times required to obtain the poles from the manufacturers, that the Contractor shall not be given additional time for completion of the project, if the cuts are not submitted with his bid.

The Contractor shall coordinate the removal and installation of streetlights with the Streetlight Branch Telephone No. (202) 671-1351, and must submit a schedule for the removal & installation of the street light poles for approval prior to the commencement of this project. The approval of this schedule will have a direct bearing on the Notice to Proceed for this contract.

The above schedule must reflect the dates for every streetlight under this contract with the following:

1. Removal date of each street light fixture (putting it out of service).
2. The date of the complete operational installation of the new street light LED fixture.

The Contractor shall maintain sidewalk and street illumination at all times during removal and installation procedures.

The Contractor shall coordinate with PEPCO the following:

1. Payment to PEPCO for any PEPCO forces work (SLF-work orders).
2. Calling PEPCO when it is necessary for PEPCO Forces to make the taps onto their Electrical System to energize the lights.

Material removed, as part of this project shall be returned to the District of Columbia, Department of Transportation Warehouse, located at 1735 15th Street, N.E., Washington, D.C. or as directed by the Engineer. All luminaries/conversion kits shall be tested, proved functional, in good reusable condition, then they will be wrapped in bubble wrap, boxed, sealed, the boxes marked with the date, size, voltage, and shelved at the warehouse under DDOT warehouse personnel direction and supervision. All other material not returned to the District shall become his property and be

disposed of at no additional cost to the District.

The Contractor upon completion of the project shall submit as-built drawings as per 108.15.

The estimated quantities of items not used on locations named under this contract could be used at locations of similar street category or delivered to DDOT warehouse located at 1735 15th Street, N.E., with the approval of the Street Lighting Branch and as directed by the Engineer.

C. MATERIALS

All materials and equipment used in the performance of the work shall meet requirements of Section 614 of the Standard Specifications.

D. GROUNDING AND BONDING

Grounding shall be accomplished as soon as materials are in place to which the grounding wires are to be attached.

The street lighting system shall have a complete grounding system as per Section 250 of the National Electric Code. The grounding electrode conductor shall be sized in accordance with Table 250-94, and the equipment grounding conductor shall be sized according to table 250-95, however, the smallest size conductor shall be # 8 AWG.

All ground rods shall be copper-clad steel, size as noted.

All sizes specified in these specifications or shown on the plans are American Wire Gauge sizes.

The grounding wire or cables shall conform to the requirements of ASTM B33 or ASTM B8.

All non-current-carrying metal parts for the roadway lighting system shall be solidly grounded.

Each metal lighting standard shall be grounded to the adjacent manhole with a #8 copper wire, which shall be connected to the pole shaft and the manhole with a solderless bolted connector post or lug, with non-corrosive components. In all the Fiberglass posts connect the grounding wire from the manhole to the ground rod at the base of the post and the frame of the conversion kit.

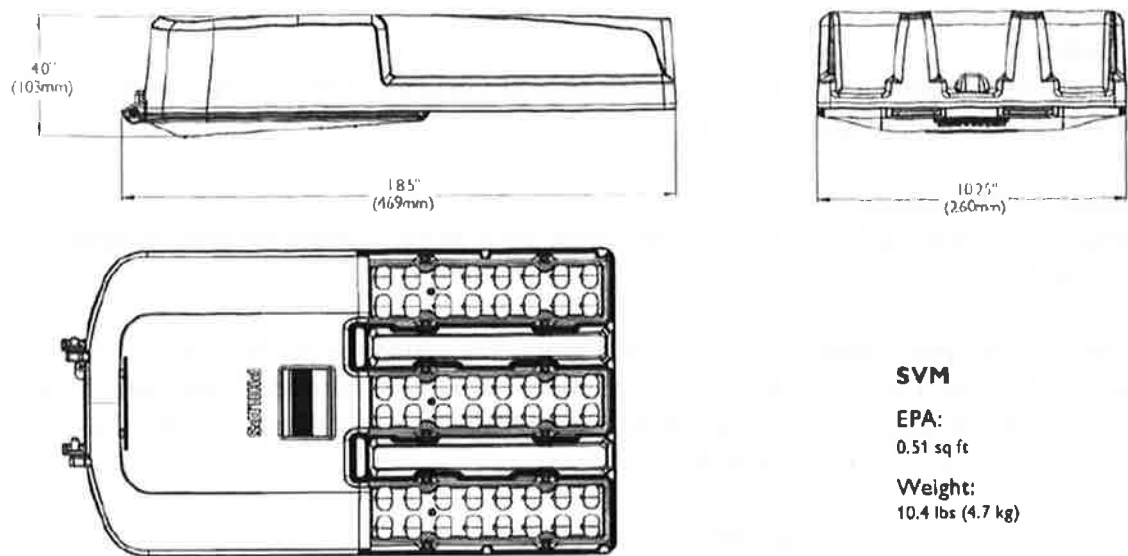
The Contractor shall in each District owned manhole bond the neutral conductor to the manhole-grounding electrode.

Any DC Manhole that is worked in under this contract will be checked to affirm the existence of a existing ground rod, if no ground rod is found, a ground rod must be installed through the floor of

the manhole in such a way as to have a minimum soil contact of eight (8) foot, the diameter of the ground rod must be ¾". The Contractor must make the electrical connections between the ground rod-neutral conductor and any ground wires in the existing DC manholes.

E. LED LUMINAIRE FIXTURE

70 Watt LED Module shall be from approved DDOT list.



F. LED LAMPS

All lamps will be Light Emitting Diode (LED) and will be of the same type and performance specified by the fixture or kit manufacturer. Lamp substitutions are acceptable, provided the manufacturer has verified identical performance of the fixture with the substituted lamp. See approved LED fixture below.

G. ELECTRONIC PHOTOCONTROL AND CYCLE DETECTION DEVICE

Photoelectrical controls shall meet or exceed all requirements of ANSI C 136.24 and shall meet the following:

Maximum nominal luminaire input power:	70 Watts
Nominal luminaire input voltage:	Universal 120-277 V
Operating Frequency Range:	50-60 Hz
Minimum Luminaire Life:	100,000+ hours per L70 lumen
Min. Warranty:	At least 10 years from date of installation

Nominal correlated color temperature (CCT):	3000K
Minimum Color Rendering Index (CRI):	70
Max. nominal Backlight-Uplight-Glare (BUG) ratings:	B2-U0-G2
IES Distribution Type:	Type III, Medium
Min. Delivered lumens:	10,800 Lumens
Luminaire housing finish color:	Gray or Black
Max. luminaire weight:	26 lbs.
Mounting method:	Side-arm and fit on NPS 1.25" to 2"
Vibration:	ANSI C136.31 2010 for Bridge/Overpass
Min. ambient temperature during operation:	-20 °C
Max. ambient temperature during operation:	+40 °C
Electrical Immunity:	10kV/5kA, ANSI C 136.2 Compliant
Control Interface:	ANSI C136.41, 7-Pin
LED Driver	Dimmable, 0-10V or DALI
LED Power Factor:	At least 0.95
Min. Ingress Protection:	IP 66
Clamping Mechanism:	4 bolts

DDOT Approved Fixtures

Philips	RVM215W128LED 3K G2 LE3 UNV DALI API RCD7 GY3	~211	Cobrahead
	RVM 110W96LED 3K G2 LE3 UNV DALI API RCD7 GY3	~103	Cobrahead
	SVM 22W 16LED 3K G2 LE2 UNIV DALI API RCD7 GY3	26	Cobrahead
	SVM 30W 16LED 3K G2 LE2 UNIV DALI API RCD7 GY3	36	Cobrahead
	SVM 48W 32LED 3K G2 LE2 UNIV DALI API RCD7 GY3	53	Cobrahead
	SVM 60W 32LED 3K G2 LE2 UNIV DALI API RCD7 GY3	71	Cobrahead
	RFM 72W 32LED 3K G2 R2S UNV DALI API RCD7 GY3	73	Cobrahead
	RFM 108W 48LED 3K G2 R2S UNV DALI RCD7 API GY3	~108	Cobrahead
Leotek			
	GCL1-20H-MV-WW-2R- 530-PCR7CR-DALI	~36	Cobrahead
	GCM2-30H-MV-WW-2R- 530-PCR7CR-DALI	~55	Cobrahead
	GCM2-40H-MV-WW-2R- 575-PCR7CR-DALI	~75	Cobrahead
	GCL1-60G-MV-WW-2R- 530-PCR7CR-DALI	~110	Cobrahead
King Luminaire	GCL1-80G-MV-WW-2R- 700-PCR7CR-DALI	~215	Cobrahead
	KCK118- RAAR-50(SSL)-5000-120:277V-PR7-3K-DALI	50	Post-top
	KCK118- RAAR-75(SSL)-5000-120:277V-PR7-3K-DALI	75	Post-top
	KCK118- RAAR-100(SSL)-8000-120:277V-PR7-3K-DALI	100	Post-top
	KCK118- RAAR-120(SSL)-8000-120:277V-PR7-3K-DALI	120	Post-top
	K804-P4RAD-III-100(SSL)-8060-120:277v-(RIGID)KPL31-PR7-3K-DALI	200	Teardrop
	K804-P4RAD-III-150(SSL)-8084-120:277v-(RIGID)KPL31-PR7-3K-DALI	~150	Teardrop

	K804-P4RAD-III-200(SSL)-8084-120:277v-(RIGID)KPL31-PR7-3K-DALI	~100	Teardrop
Spring City	WSH-LE120/EVX/L19-30-CR3-YS11- BTX-TR7P-SC-DALI-CU	~120	Post-top
	WSH-LE0100/EVX/L19-30-CR3-YS11- BTX-TR7P-SC-DALI-CU	~80	Post-top
	WSH-LE080/EVX/L19-30-CR3-YS11- BTX-TR7P-SC-DALI-CU	~60	Post-top
	WSH-LE040/EVX/L19-30-CR3-YS11- BTX-TR7P-SC-DALI-CU	~40	Post-top

H. ARMS FOR POLES

The arm's length, size and type shall be as shown on contract drawings. All luminaires shall be installed on 8 foot or 12 foot standard arms on lighting poles.

All mounting and grounding hardware shall be supplied with the arm as manufactured by Valmont or approved equal.

I. CABLE CONNECTIONS

All electrical connections shall conform to section 110.14 of the National Electric Code.

J. WIRING METHODS AND MATERIALS

All wiring methods and materials shall conform to sections 300 to 398 of the National Electric Code.

K. ELECTRICAL TESTS

Applicable test shall be performed in accordance with Sections 614.18, 614.19 of the Standard Specifications. Defects in materials or workmanship in the installation as disclosed by the test shall be corrected or replaced by the Contractor without additional compensation. A written report shall be submitted for approval. All ground rods will be tested and approved.

L. RELOCATION OF EXISTING WOOD POLES (BY PEPCO)

Contractor shall coordinate the relocation of some Existing Wood Poles and overhead cabling with PEPCO. This work shall be performed by PEPCO and the PEPCO specifications are included in the Appendices to this special provision.

83. DC PLUG/PEPCO ELECTRICAL WORK

This Special Provision supplements and modifies 614 of the Standard Specifications and PEPCO specifications contained in the appendices.

A DESCRIPTION

This work shall consist of installing DC PLUG/PEPCO furnished conduits and manholes in

accordance with the plans, Section 614 of the standard specifications, the PEPCO requirements and this special provision. Specific items of work under this contract are shown on the plans and will be measured and paid for at the contract unit price as provided in the Schedule of Prices.

B. SCOPE

Furnish all labor, equipment and miscellaneous materials to install conduits and manholes furnished by DC PLUG/PEPCO as indicated in the plans.

Other essentials necessary for the satisfactory installation of conduit and manholes system shown on the plans, whether specifically mentioned or not.

The Contractor shall coordinate with PEPCO, 72 hours in advance, for pick-up of materials from PEPCO's Benning Road Stores, located at 3400 Benning Road, NE, Washington, D.C. Procedures for reserving, pick up, and return of excess materials will be provided by PEPCO upon award of the contract.

The Contractor shall be responsible to field check all existing conditions and make necessary adjustments to the new work as required and as approved by the Engineer at no additional cost to the District.

All work involved with PEPCO facilities (manholes and duct-banks) shall be performed in conformance with PEPCO requirements. Contractor shall refer to PEPCO requirements shown in the appendices to this special provision.

The Contractor upon completion of the project shall submit as-built drawings as per 108.15.

C. PEPCO SUPPLIED ITEMS

PEPCO will furnish the following materials at no cost to the Contractor:

- Precast Sidewalk UG Switch Manhole (6' X 18')
- Precast Roadway Manhole (6' X 12')
- Precast Roadway Manhole (4.5' X 6')
- 4-Inch PVC for polyvinyl duct-bank runs
- 5-Inch Fiberglass for fiberglass duct-bank glass runs
- 5-Inch Fiberglass Pole Bends
- 4-Inch PVC Pole Bends
- Precast Taphole (3.5' L X 3.5' W X 4.0' H)
- Precast Transformer enclosure (4.5' X 6')

D. MATERIAL STORAGE, PICK-UP, AND DELIVERY

Material Storage PEPCO Stock Materials ordered for the DC PLUG Project will be stored at Benning Service Center (PBEN) to be picked up by the Contractor with the exception of larger precast manhole bases and risers (4.5'x6'x7' base, 6'x12'x7' base, 6'x12'x5' base and riser, 6'x12'x3' riser, 6'x14'x5' base and riser, and 6'x18'x5' base and riser). The Contractor, at his/her expense, will be responsible for picking up the PEPCO stock materials from the Benning Service Center at 3400 Benning Rd., NE Washington, DC 20019. At this time, no specific area has been reserved for DC PLUG materials at the Benning Service Center.

For larger precast manhole bases and risers, the Contractor shall provide a point of contact to be responsible for coordinating the delivery of those items from a PEPCO supplier directly to the project site enclosure upon award of the contract.

PEPCO Stock Material Pick Up

The successful contractor will receive design prints and a Summary Bill of Material for each Work Request associated with the awarded contract. It is important that the contractor only request materials as assigned to specific Work Request numbers for proper accounting of the materials

The Contractor will fill out a "Material Issue Requisition" form to request materials needed for the assigned work request. The "Material Issue Requisition" forms will be provided to the successful bidder.

The Contractor shall inspect materials for damage before leaving the pickup location. If any damage is identified, the Contractor shall immediately notify the PEPCO Stores Manager to get the material replaced.

Upon leaving the service center after pickup of materials, the Contractor shall immediately become responsible for material storage at its expense and for protection from any loss due to damage. The Contractor shall be held responsible for any damage to property, either public or private, or any injury to persons occasioned by the presence of such materials.

After the materials are installed, excess materials shall be returned to PEPCO Stores with a "Material Credit Requisition" form under the same work request number. It is important that the Contractor only install materials for the specific work request the materials were issued.

The Contractor will be responsible for any unapproved variances in PEPCO stock materials by work request.

E. DC PLUG SOCK PRECAST MANHOLE DELIVERY

DC PLUG Engineering will provide the volume of precast manholes by stock number needed for the Feeder six (6) months in advance of the construction need. Any need for new stock numbers will need to be communicated with PHI Standards.

Strategic Sourcing will add the new stock numbers to the existing OLA and negotiate pricing with Gillespie or PHI preferred supplier.

Purchasing & Inventory will create a Purchase Order (PO) for each work request.

The Contractor will provide a primary and a backup point of contact to coordinate deliveries with Gillespie or the PHI preferred supplier.

Gillespie or the PHI preferred supplier will deliver the precast manhole(s) to the project site. The Contractor shall receive and inspect the precast manholes for damages or deficiencies and notify the DC PLUG field representative of any damages or deficiencies upon delivery. The DC PLUG field representative (a Pepco employee/contractor) will sign-off on the delivery after inspecting the materials.

The DC PLUG field representative (a Pepco employee/contractor) will ensure all receiving paperwork (including the material requisition) is received by Pepco Stores.

84. ELECTRICAL MANHOLE, DC PLUG/PEPCO FURNISHED, Item 614993

This Special Provision supplements and modifies 614.05 of the Standard Specifications.

A. DESCRIPTION

The work consists of installing DC PLUG/PEPCO furnished precast concrete manholes, precast tops, hardware, duct-bank entrances and/or recesses, frames and covers, and other related items as shown on the Contract Drawings. The Contractor shall furnish all labor, tools, incidental materials, and equipment necessary for the installation of DC PLUG/PEPCO furnished precast manholes complete with associated parts and components.

DC PLUG/PEPCO furnished materials to be installed by the Contractor shall include precast manhole bases, risers and top slabs (roof), manhole frames and covers, copper wire, ground rods, clamps, split bolt service connections, bar back chairs, sump pits and covers, common nails, washed building sand and other incidental items.

The Contractor shall be responsible for picking-up, loading, and transporting DC PLUG/PEPCO furnished precast tap holes, transformer enclosures and other required items from the Benning

Stores facility to the project site. For larger precast manhole bases and risers (see SP 82), the Contractor shall provide a point of contact to be responsible for coordinating the delivery of those items from a PEPCO supplier directly to the project site enclosure.

Conduit or duct recess entrances will be used for 4-way duct-banks and larger and will be constructed substantially as shown on PEPCO Drawing No. 2-2-0733. Where ducts enter a line manhole at an angle, a recess should be installed.

The Contractor shall verify the exact location of the manholes in the field prior to starting any demolition or excavation work. The manhole shall be set to the required grade. Existing pavement and sidewalk areas to be removed shall be saw cut to create a clean, neat edge.

Before installing the manhole, a 6-inch layer of crushed stone or washed gravel shall be placed, leveled, compacted and then covered with tar paper. After installation, the tar paper shall be removed from the sump or drain hole as directed by PEPCO and DDOT.

The Contractor shall install a ground rod (5/8" diameter, 8' long, copper weld) at the corner of the sump pit in each manhole. This ground rod is to be connected to the manhole steel re-bars in accordance with PEPCO standards.

B. MEASURE AND PAYMENT

The unit of measure for Install DC PLUG/PEPCO Furnished Manhole of the size indicated on the plans and in the Schedule of Prices, including associated covers/tops, ground rod and clamp parts, and other items will be per each.

Payment will be made at the Contract unit price per each installed electrical manhole. Payment will include all labor, tools, materials, equipment, excavation, shoring, de-watering, furnished DC PLUG/PEPCO manhole complete with all racks and pulling-in, iron frame and cover, backfilling, compaction of backfill, , hauling, disposal of all excess and unsuitable excavated material, steel plates, temporary asphalt patching, sod with 4 inch topsoil, temporary fence for sodding, maintenance of the cut until the permanent repairs are made, and all incidentals necessary to complete the work.

85. ELECTRICAL CONDUITS, DC PLUG/PEPCO FURNISHED, Item 614995

This Special Provision supplements and modifies 614.12 of the Standard Specifications and PEPCO requirements contained in the appendices to the Special Provisions.

C. DESCRIPTION

The work consists of installing DC PLUG/PEPCO furnished PVC or fiberglass conduit, base spacers, intermediate spacers, couplings, tying straps, and other related items as shown on the Contract Plans. The Contractor shall furnish all labor, tools, concrete, and form work for duct bank encasement, incidentals, and equipment necessary for the installation of DC PLUG/PEPCO furnished PVC or fiberglass conduit and associated parts and components.

The Contractor shall be responsible for picking-up, loading, and transporting DC PLUG/PEPCO furnished conduit, spacers, couplings and other parts from the Benning Stores facility to the project site.

Conduit sizes and duct-bank configurations are shown on the Contract Drawings.

Fiberglass Reinforced Epoxy Conduit and fittings to be furnished by DC PLUG/PEPCO shall be 5- inch IPS (0.095-inch wall thickness). Conduit shall be supplied in 10 foot lengths (9.84') with integral bell end or one FRE or PVC coupling attached with an adhesive. Conduit supplied in 20 foot lengths shall have one integral belled end only. Conduit shall be UV stabilized to enhance outdoor storage. The manufacturer should certify that the conduit meets or exceeds NEMA TC14-A specification.

Polyvinyl chloride (PVC) conduit and fittings to be furnished by DC PLUG/PEPCO shall be 4-inch IPS, schedule 40, supplied in 10 foot lengths with one integral belled end or one PVC coupling attached with an adhesive. The socket depth of the belted end shall be 3.5" + 0.5". The conduit shall be manufactured and tested per NEMA TC-2, latest revision. Conduit shall be UV stabilized to enhance outdoor storage. PVC conduit shall be used for end bell manhole connections.

The Contractor shall verify the exact location of the duct-bank in the field prior to starting any demolition or excavation work.

Duct-bank profiles have been provided in the Contract Plans for all spans that run from manhole to manhole. These profiles show proposed grades and depth of cover.

When an obstruction is encountered in the trench and it becomes necessary to dig a considerably deeper trench than would otherwise be required, consult PEPCO and DDOT to determine whether the extra excavation should be made in order to obtain suitable clearance for the conduit.

Keep the trench free from water by pumping or draining. If a wet condition is encountered which cannot be drained permanently, it may be advisable to encase the conduit in concrete with steel mesh to prevent cracking. Do not use this type of construction without obtaining written approval of PEPCO and DDOT.

Contractor furnished wet mix concrete (PCC) for duct bank encasement shall meet the requirements of Section 817.03 for Class G, 2,500 psi concrete.

After sufficient time has elapsed to allow the comparative hardening of the concrete encasement for fiberglass or PVC duct, the trench must be backfilled with soft materials free from hard substances to a point level with the top of the duct, and this portion of the trench must be compacted with hand tampers (a pick handle or other suitable device will suffice). Care must be exercised not to disturb the alignment of the duct structure. Backfill may then proceed and pneumatic tampers used after one foot (1') of backfill material similar to that mentioned above is in place above the top of the conduit. Backfill and tamping shall be done in six inch (6") layers.

Contractor shall insure that all ducts have clean bores before they are laid. When necessary, clean and scrape them.

After the conduit has been encased, but prior to permanent resurfacing, a mandrel (one-half inch less than the inside diameter of the conduit and 8-inches long for straight section and sweep bends) shall be pulled through each duct trailed by a polyolefin (1,000) pound test pull-in-cord.

Conduits through which the proper mandrel cannot be drawn are defective and should be replaced or repaired immediately. After repairs are made, redraw the mandrel through the repaired conduit.

A polyolefin pull-in-cord (1,000 pound test) shall be left in each individual duct.

Ducts shall be plugged tightly with plastic plugs or approved equivalent at the close of each day's work, or whenever work is to be discontinued for any length of time, so as to prevent the entrance of water and dirt into the ducts.

The Contractor shall not build conduit structures that would encase foreign pipes without special instructions and approval from PEPCO and DDOT. Where it is necessary to include foreign pipes crossing the trench in the conduit structure, surround the foreign pipes with split duct or build a wood box, so as to permit the pipes to be withdrawn if necessary without disturbing the conduit structure.

When necessary, the Contractor may have to change duct formation between manholes in order to clear obstructions in the trench or to pass through a restricted space. This change should be made only upon written approval of PEPCO and DDOT. Whenever possible, the duct should enter the manholes at each end of the same section with the same formation and with the ducts in the same relative position.

D. MEASURE AND PAYMENT

The unit of measure for Install DC PLUG/PEPCO Furnished Conduit (Concrete Encased) of the size and configuration indicated on the plans and in the Schedule of Prices, including base spacers, intermediate spacers, couplings, parts, and other items will be per linear foot of conduit or duct-bank conduits installed.

Payment will be made at the Contract unit price per linear foot. Payment will include all labor, tools, Contractor furnished concrete for duct bank encasement, equipment, duct-bank complete with all DC PLUG/PEPCO supplied parts and components installed, excavation, shoring, dewatering, backfill, compaction of fill, hauling, disposal of all excess and unsuitable excavated material, steel plates, penetration of manholes, temporary asphalt patching, sod with 4 inch topsoil, temporary fence for sodding, maintenance of the cut until the permanent repairs are made, and all incidentals necessary to complete the work.

86. METAL SIGN POST, Item 616018

This Special Provision supplements and modifies 616.02 of the Standard Specifications.

A. DESCRIPTION

Work consists of furnishing, fabricating and erecting new 'U' steel channel sign post, color black, complete in place, at the locations shown on plans and/or as directed by the Chief Engineer. Sign posts and their foundations and sign mountings shall be constructed to hold signs in their proper and permanent positions, to resist swaying in the wind and displacement by vandalism.

The length of the posts shall provide at least 7.0 feet of vertical clearance from the level of the near edge of the pavement to the bottom of the sign. The height to the bottom of a secondary sign mounted below another sign shall be at least 5.0 feet. In this case, the bottom of the major sign shall be at least 8.0 feet above the level of the pavement edge.

B. MATERIALS

Steel post sign support shall conform to the requirements of 620.02(B).

C. CONSTRUCTION REQUIREMENTS

Construction requirements shall conform to 616.02.B. The weight of the post shall be 4.0 pounds per foot. The Contractor shall be required to remove all rejected and unused materials and debris from the installation, and restore disturbed areas to the original condition. The Contractor shall dispose of excess excavation, which will be considered an incidental element of the work. Other cleaning up necessary to ensure the effectiveness and neat appearance of the work is considered

an incidental element of the work.

D. MEASURE AND PAYMENT

The unit of measure for Metal Sign Post of the size specified will be the linear foot.

The actual number of linear feet installed, complete-in-place, measured from top to bottom of sign post will be paid for at the contract unit price per linear foot, which payment will include fabrication, processing, erecting, cutting post tops, hardware and miscellaneous for the complete system in place. Payment also includes all equipment, tools, materials, labor excavation, backfill, grading adjacent to the post and incidentals necessary to complete the work.

87. PRESTRESSED CONCRETE UNITS, 3'-0" X 18" PRESTRESSED CONCRETE SLABS, Item 705991

This Special Provision supplements and modifies 705 of the Standard Specifications.

A. DESCRIPTION

Prestressed concrete units shall be prestressed by pretensioning. Pretensioning is defined as any method of prestressing concrete members in which the reinforcement is tensioned before the concrete is placed.

Unless otherwise specified in the Contract Documents, the method of prestressing to be used and fabrication site shall be optional with the Contractor, subject to all requirements as outlined in 815.02 and as specified herein.

The precast concrete manufacturing plant shall be certified by the Prestressed Concrete Institute, Plant Certification Program, prior to the start of production. At the Contractor's option, in lieu of PCI certification, the manufacturer shall, at no cost to the District, meet the following requirements.

- a. Retain an independent testing or consulting firm approved by the Engineer.
- b. The basis of inspection shall be the Prestressed Concrete Institute's "Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products," MNL-116 and "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products," MNL-117.
- c. This firm shall inspect the precast plant at two (2) week intervals during production and issue a report, certified by a registered Professional Engineer, verifying that materials, methods, products and quality control meet all the requirements of the Specifications, drawings, and MNL-116 and/or MNL-117. If the report indicates to the contrary, the Engineer will inspect and, at the Engineer's option, may reject any or all products produced during the period of non-compliance with the above requirements.

The Engineer should visit the precast plant shortly after the start-up of production in order to inspect the actual quality Control Plant operations, materials, testing facilities, and production pieces. The Contractor will be responsible for all costs incurred by the Department to inspect the actual production and quality control as often as necessary as determined by the Engineer.

B. MATERIALS

Materials shall conform to 705.02.

C. EQUIPMENT

Equipment shall conform to 705.03.

D. CONCRETE CONSTRUCTION

Concrete construction shall conform to 705.04.

E. PRETENSIONING

Pretensioning shall conform to 705.05.

F. TRANSPORTATION AND STORAGE

Transportation and storage shall conform to 705.07.

G. MEASURE AND PAYMENT

The unit of measure for Prestressed Concrete Units will be each. The actual number of the prestressed concrete units installed in place, completed and accepted, will be paid for at the Contract unit price per each, which payment will include the concrete, reinforcing steel, prestressing reinforcement, enclosures for prestressing reinforcement, anchorages, plates, nuts, anchor dowels, bearing pad and plates and other such material within or attached to the unit, transverse tendons and associated hardware, non-shrink grout, membrane waterproofing and also, all labor, equipment, tools and incidentals necessary to complete the work as specified.

88. 42" RAILING AND 54" RAILING, Item 709991

This Special Provision supplements and modifies 709 of the Standard Specifications.

A. DESCRIPTION

Work shall consist of furnishing, fabricating, preparing, assembling, finishing, and erecting all railings, posts, connections, anchors, and all other work incidental thereto as shown in the Contract Documents. The Concrete Pedestals, Terminal Walls, and associated reinforcing steel are also included in this item. Concrete Pedestals and Terminal walls shall conform to Section 703 of

the Standard Specifications. Reinforcing Steel shall conform to Section 704 of the Standard Specifications.

B. MATERIALS

Materials for the steel railing shall conform the following requirements.

Posts and rail members shall be ASTM A500 Grade B steel. Plates shall be ASTM A36 steel. Steel pipe sleeves shall be ASTM A53.

Neoprene Pads shall conform to 822.02 (C).

Galvanizing shall conform to 811.06.

Bolts for attaching rails to post are ¾" diameter round head (with slot in head), ASTM A449. All other bolts shall be ASTM A325. Nuts shall be ASTM A563 Grade DH or ASTM A194 Grade 2H. Washers shall be ASTM F436.

Anchor bolts shall be 5/8" diameter H.S. A325 bolts or A321 threaded rod with hex nuts and flat washers.

Materials for Concrete Pedestals and Terminal Walls shall conform to 703.02.

Materials for Reinforcing Steel shall conform to 704.02.

C. FABRICATION

Fabrication of steel railing shall conform to 709.03 (A)

D. ERECTION

Erection of steel railing shall conform to 709.04. (A and B)

E. MEASURE AND PAYMENT

The unit of measure for the 42" Railing and 54" Railing will be the linear foot measured along the railing from out to out of terminal walls. The actual number of linear feet furnished and erected, complete in place, will be paid for at the Contract unit price per linear foot, which payment will include rails, rail posts, bearing pads, bolts, anchor assemblies, sleeves, grounding materials, concrete and reinforcing steel for pedestals and terminal walls, and all labor, materials, tools, equipment and incidentals necessary to complete the work.

89. PARTNERING

1. The terms "partnering" shall mean a relationship of open communication and close cooperation between District and Contractor personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve Contract objectives and resolve issues and implement actions as required.

Partnering is intended to facilitate efficient and effective Contract management by encouraging the foundation of a cohesive partnership with the Contractor and its subcontractors, consultants, and the District personnel.

2. The Contractor commits to participate in partnering workshops with the District for the duration of the Contract. Sustained commitment to the process is essential to assure success of the relationship.
3. The partnering workshops will be structured to draw on the strengths of each organization to identify and achieve mutual objectives. The objectives are intended to complete the Contract requirements within budget, on schedule, and in accordance with the Plans and Specifications.
4. The Contractor's representatives at each partnership workshop shall include at least one employee from senior management, as well as the Contractor's key personnel. The District intends that the workshops will include the Contractor's personnel, as described above, and its subcontractors, as well as consultants on the Project.
5. The initial workshop team meeting will be held between the time of award and the notice to proceed. Follow-up team building workshops will be held periodically throughout the duration of the contract as agreed to by the District and the Contractor.
6. If requested by the District, the Contractor shall engage a partnering facilitator and secure a meeting space within the District of Columbia. The District will reimburse the Contractor for its direct costs, with no mark up, for such expenses up to the not to exceed amount specified in the Price Schedule.
7. The Partnering "Lump Sum" in the Pricing Schedule means "Not to Exceed" amount.

The fees and expenses of the Facilitator and workshop site costs, if any, shall be shared equally by the District and the Contractor.

The Contractor shall pay the invoices of the Facilitator and/or workshop site costs after approval by both parties. Upon receipt of satisfactory evidence of payment of the invoices of the Facilitator by the Contractor, the District will then reimburse the Contractor for 50% of such invoices from a fixed cash allowance included as a bid item in the Bid Prices. If the total cost of the partnering differs from the allowance amount, the Contract Sum shall be adjusted by Change Order for the difference between the total actual cost and the amount included in the Bid, as an additional amount due the Contractor or a credit to the District, as appropriate. If the Contractor fails or

refuses to pay the Facilitator invoices, the District may pay such invoices and deduct the Contractor's portion from any amount that is due or may become due under the Contract.

With the exception of the Facilitators fees and workshop site costs, all costs associated with the Partnering workshops and sessions, partnering evaluation surveys, or partnering skills trainings are deemed to be included in the Bid Prices.

90. **SNOW FENCE: Item 604048**

(A) DESCRIPTION. Furnish, install, and maintain new or like new temporary mesh construction fence. This fence is not to be used as a safety barrier. The fence color varies depending on its location on the project site.

(B) MATERIALS.

Mesh Fencing – As approved by the Engineer.

Tie Wire, Tension Wires, Tension Wire Clips, and Hardware – As Approved by the Engineer.

Fence posts shall be 4 feet high, 1.90 in. diameter round posts; or 5-1/2 feet high, 2 in. steel U channel posts, as specified herein.

Submit samples of the fence fabric, fence posts, tie wire, tension wires, and other miscellaneous hardware for approval.

(C) CONSTRUCTION. Temporary snow fence shall be at least 4 feet high and with a maximum post spacing of 8 feet. When installed on a paved surface, support the fence by inserting the round post into a precast concrete block having a round hole through the center of the block. When installed in unpaved areas, use steel U channel fence posts driven 1-1/2 feet into the ground. Installation of the fence in any other manner will require approval.

Secure the fabric to the posts by wrapping a tie wire around the horizontal fence strands and the posts. Install a top tension wire to prevent sagging. When installed on paved surfaces, the Engineer will determine if a bottom tension wire is required.

Remove the fence when the Engineer determines that the fence is no longer required. The removed fence is the property of the Contractor.

Damaged Snow Fence. Repair or replace damaged snow fence within four hours after notification.

(D) MEASUREMENT AND PAYMENT. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Temporary Snow Fence will be measured and paid for at the Contract unit price per linear foot for the actual number of linear feet measured to the centers of end posts.

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Contract ID: Oregon Avenue Project(s): STP-4174(001)
 Letting Date: 02-21-19 Call Order: 005

Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
Section 0001 PARTICIPATING ROADWAY WORK				
Alt Group				
0005	000003 Employee Training	5,000.000 HR	0.10000	500.00
0010	108002 Mobilization	LUMP	LUMP	1,100,000.00
0015	108004 Progress Photographs	LUMP	LUMP	3,000.00
0020	108006 Record Drawings and As-Built Drawings	LUMP	LUMP	5,000.00
0025	108012 Engineer's Field Facilities	LUMP	LUMP	50,000.00
0030	108016 Field Layout	LUMP	LUMP	70,000.00
0035	201004 Clear and Grub - ACRE -	4.000 ACRE	2,500.00000	10,000.00
0040	202002 Common Excavation	15,850.000 CY	65.00000	1,030,250.00
0045	204002 Embankment Fill	45.000 CY	70.00000	3,150.00

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Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line	Item	Approx.	Unit Price	Bid Amount
No.	Description	Quantity and Units	Dollars Cts	Dollars Ct
0050	204004 Borrow Embankment Fill	1,550.000 CY	60.00000	93,000.00
0055	204006 Flowable Fill	105.000 CY	300.00000	31,500.00
0060	205002 Structure Excavation	1,770.000 CY	94.00000	166,380.00
0065	205006 Cofferdams	LUMP	LUMP	69,000.00
0070	205008 Demolition	LUMP	LUMP	66,000.00
0075	206004 Borrow Structure Backfill	565.000 CY	85.00000	48,025.00
0080	207002 Trench Excavation and Backfill	11,795.000 CY	65.00000	766,675.00
0085	207004 Trench Undercut Excavation	930.000 CY	35.00000	32,550.00
0090	207006 Gravel for Trench Undercut	929.000 CY	40.00000	37,160.00
0095	207008 Borrow Trench Backfill	12,771.000 CY	55.00000	702,405.00

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0100	208002 Pervious Fill	143.000 CY	80.00000		11,440.00	
0105	209002 Aggregate Base Course	715.000 CY	100.00000		71,500.00	
0110	209004 Aggregate Base Course for LID #57 stone	1,175.000 CY	80.00000		94,000.00	
0115	209006 Aggregate Base Course for LID #8 stone	105.000 CY	80.00000		8,400.00	
0120	209010 Aggregate Base Course for #3 stone	520.000 CY	90.00000		46,800.00	
0125	209012 Sandy Gravel Filter Layer for LID	110.000 CY	120.00000		13,200.00	
0130	212002 Test Pit	50.000 EACH	300.00000		15,000.00	
0135	213002 Geosyntheti c Stabilized Subgrade Using Graded Aggregate Base	5,170.000 CY	100.00000		517,000.00	
0140	300003 Water and Sewer Service Special Item-CY - Pipeline PCC Encasement	35.000 CY	600.00000		21,000.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0145	300003 Water and Sewer Service Special Item-CY - TRENCH EXCAVATION FOR LID FACILITIES	2,780.000 CY	60.00000		166,800.00	
0150	300007 Water and Sewer Service Special Item-EACH- PCC ENDWALL, 24"	2.000 EACH	4,000.00000		8,000.00	
0155	300007 Water and Sewer Service Special Item-EACH- PCC Endwall, 30"	2.000 EACH	6,000.00000		12,000.00	
0160	300007 Water and Sewer Service Special Item-EACH- PCC ENDWALL, 4"	2.000 EACH	1,200.00000		2,400.00	
0165	300009 Water and Sewer Service Special Item-LF - Steel Casing Pipe, 24"	80.000 LF	450.00000		36,000.00	
0170	300013 Water and Sewer Service Special Item-LS - Auto Flushing System	LUMP	LUMP		35,000.00	
0175	302002 Valve Casing	49.000 EACH	2,500.00000		122,500.00	
0180	303002 Abandon Valve Casing	33.000 EACH	700.00000		23,100.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0185	303004 Remove Fire Hydrant	16.000 EACH	1,000.00000		16,000.00	
0190	305004 Ductile Iron Pipe, 6 Inch	375.000 LF	200.00000		75,000.00	
0195	305006 Ductile Iron Pipe, 8 Inch	3,040.000 LF	220.00000		668,800.00	
0200	305010 Ductile Iron Pipe, 12 Inch	5,745.000 LF	280.00000		1,608,600.00	
0205	305012 Ductile Iron Pipe, 16 Inch	20.000 LF	800.00000		16,000.00	
0210	305022 Extra Fitting - Contractor Furnished	2,200.000 LBS	7.00000		15,400.00	
0215	306004 Gate Butterfly Valve, 6 Inch	19.000 EACH	2,000.00000		38,000.00	
0220	306991 Gate Butterfly Valve Special Item - EACH - Gate Butterfly Valve, 8 Inch	13.000 EACH	2,500.00000		32,500.00	
0225	306008 Gate Butterfly Valve, 12 Inch	17.000 EACH	3,500.00000		59,500.00	
0230	307002 Set Fire Hydrant	18.000 EACH	7,000.00000		126,000.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0235	308012 Replace Water Service Pipe	1,710.000 LF	120.00000		205,200.00	
0240	309002 Sewer Manhole on Sewer 48 Inch and Less Dia.	520.000 VLF	900.00000		468,000.00	
0245	310004 F&I Standard Double Basin	5.000 EACH	7,000.00000		35,000.00	
0250	310006 F&I Standard Triple Basin	47.000 EACH	10,000.00000		470,000.00	
0255	310008 Basin Connect PCC Pipe, Class III, 15 Inch	725.000 LF	230.00000		166,750.00	
0260	310016 Type S Basin	1.000 EACH	7,000.00000		7,000.00	
0265	310022 LID Underdrain connection to catch basin	23.000 EACH	600.00000		13,800.00	
0270	310024 LID Underdrain connection to sewer	7.000 EACH	600.00000		4,200.00	
0275	310991 Catch Basins Connecting Pipe Special Item - LF - DI PIPE, CLASS 50, 14 INCH	275.000 LF	260.00000		71,500.00	
0280	310993 Catch Basins Special Item -EACH - F&I Dual Throat Water Quality Basin	32.000 EACH	14,000.00000		448,000.00	

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Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0285	310993 Catch Basins Special Item -EACH - F&I Shallow Basin	11.000 EACH	6,000.00000		66,000.00	
0290	311004 Reset Sewer-Water-Utility Manhole Frame	50.000 EACH	400.00000		20,000.00	
0295	311022 Rebuild Sewer-Water Manhole	28.000 VLF	500.00000		14,000.00	
0300	311028 Replace Existing Basin with Triple Basin	4.000 EACH	13,000.00000		52,000.00	
0305	313002 Abandon Basin Connecting Pipe	14.000 EACH	200.00000		2,800.00	
0310	313004 Abandon Sewer Manhole	7.000 EACH	700.00000		4,900.00	
0315	313006 Abandon Basin	10.000 EACH	700.00000		7,000.00	
0320	314004 PCC Pipe, Class III, Gasket, 15 Inch	30.000 LF	130.00000		3,900.00	
0325	314006 PCC Pipe, Class III, Gasket, 18 Inch	3,450.000 LF	120.00000		414,000.00	
0330	314010 PCC Pipe, Class III, Gasket, 24 Inch	610.000 LF	125.00000		76,250.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0335	314014 PCC Pipe, Class III, Gasket, 30 Inch	245.000 LF	160.00000		39,200.00	
0340	314090 PVC Pipe, SDR 35, Gasket, 15 Inch	5.000 LF	220.00000		1,100.00	
0345	314094 PVC Pipe, T-1, Gasket, 21 Inch	385.000 LF	360.00000		138,600.00	
0350	315004 Pipe Sewer TV Inspection - LF -	4,335.000 LF	8.00000		34,680.00	
0355	324002 PCC In-Line Thrust Block	14.000 EACH	800.00000		11,200.00	
0360	327012 Solid Trench Drain Cover, 13-18 Inches	40.000 LF	400.00000		16,000.00	
0365	328002 Clean Storm Sewer Structure	5.000 EACH	300.00000		1,500.00	
0370	328004 Clean Storm Sewer Connecting Pipe	185.000 LF	15.00000		2,775.00	
0375	402002 HMA Base Course, 19 mm	13,320.000 TON	120.00000		1,598,400.00	
0380	402010 HMA Surface Course, 12.5 mm	3,190.000 TON	130.00000		414,700.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0385	403002 Tack Coat	27,870.000	1.00000		27,870.00	
		SY				
0390	405016 Temporary AC, HMA Surface Course, 12.5 mm	1,650.000	140.00000		231,000.00	
		TON				
0395	408004 Repair-Replace HMA Surface Course, 9.5 mm	3.000	500.00000		1,500.00	
		TON				
0400	410002 Pavement Profiling (Milling)	1,545.000	6.00000		9,270.00	
		SY				
0405	502002 PCC Base	5.000	800.00000		4,000.00	
		CY				
0410	504012 PCC Driveway-Alley Entrance, 7 Inch	715.000	130.00000		92,950.00	
		SY				
0415	506002 PCC Bus Stop Pad	110.000	500.00000		55,000.00	
		CY				
0420	506006 PCC Directional Island	5.000	600.00000		3,000.00	
		CY				
0425	507002 PCC Footing (Minor)	105.000	500.00000		52,500.00	
		CY				
0430	507004 PCC Property Wall	66.000	1,500.00000		99,000.00	
		CY				

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			Dollars	Cts	Dollars	Ct
0435	507008 PCC Steps	6.000	1,500.00000		9,000.00	
		CY				
0440	507012 Special PCC Coping	40.000	1,700.00000		68,000.00	
		CY				
0445	507014 PCC Check Dam	85.000	1,500.00000		127,500.00	
		CY				
0450	507016 PCC Edge restraint for permeable paving	20.000	1,800.00000		36,000.00	
		CY				
0455	600011 Incidental Construction Special Item	60.000	44.00000		2,640.00	
	- EACH - Deciduous Shrub (2.5 Gal.)					
		EACH				
0460	600011 Incidental Construction Special Item	49.000	440.00000		21,560.00	
	- EACH - Deciduous Tree (6'-8' HT.)					
		EACH				
0465	600011 Incidental Construction Special Item	81.000	44.00000		3,564.00	
	- EACH - Evergreen Shrub (2.5 Gal.)					
		EACH				
0470	600011 Incidental Construction Special Item	230.000	14.00000		3,220.00	
	- EACH - Ferns (1 Gal.)					
		EACH				
0475	600011 Incidental Construction Special Item	40.000	400.00000		16,000.00	
	- EACH - Natural Looking Boulder (2' X 3')					
		EACH				

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0480	600011 Incidental Construction Special Item - EACH - Ornamental Grasses (2.5 Gal.)	509.000 EACH	44.00000		22,396.00	
0485	600017 Incidental Construction Special Item - LF - Airation Strip Under Sidewalk	50.000 LF	360.00000		18,000.00	
0490	600017 Incidental Construction Special Item - LF - Bioretention Cell Railing	1,840.000 LF	78.00000		143,520.00	
0495	600025 Incidental Construction Special Item - SF - Irrigation Replacement	2,500.000 SF	8.00000		20,000.00	
0500	600027 Incidental Construction Special Item - SY - Permeable Interlocking Concrete Pavers Type 1	570.000 SY	150.00000		85,500.00	
0505	600027 Incidental Construction Special Item - SY - Permeable Interlocking Concrete Pavers Type 2	55.000 SY	250.00000		13,750.00	
0510	601002 Underdrain Pipe, 4 Inch	4,085.000 LF	30.00000		122,550.00	
0515	601004 Underdrain Pipe, 6 Inch	450.000 LF	40.00000		18,000.00	

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			Dollars	Cts	Dollars	Ct
0520	601008 Underdrain Connect Pipe, 4 Inch	120.000 LF	50.00000		6,000.00	
0525	601010 Underdrain Connect Pipe, 6 Inch	95.000 LF	55.00000		5,225.00	
0530	601012 Underdrain Connect Pipe, 8 Inch	40.000 LF	60.00000		2,400.00	
0535	601016 Underdrain cleanout cover paved area	118.000 EACH	410.00000		48,380.00	
0540	601018 Underdrain Pipe Risers	450.000 VLF	50.00000		22,500.00	
0545	602002 Grouted Riprap	11.000 SY	350.00000		3,850.00	
0550	602006 Stone Foundation Protection	1,780.000 TON	120.00000		213,600.00	
0555	602012 LID Splash Stone, River Rock	90.000 CY	200.00000		18,000.00	
0560	603018 PCC for Post Anchorage	4.000 CY	1,000.00000		4,000.00	
0565	603030 W Beam/Thrie Beam Transition Panel	4.000 EACH	4,500.00000		18,000.00	

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			Dollars	Cts	Dollars	Ct
0570	603056 Energy Absorbing Safety End Treatment (ET-2000)	4.000 EACH	4,800.00000		19,200.00	
0575	604048 Snow Fence LF	20,900.000	5.00000		104,500.00	
0580	604991 Miscellaneous us Fencing Special Item - LF - Relocate Ornamental Metal Fence	340.000 LF	450.00000		153,000.00	
0585	604991 Miscellaneous us Fencing Special Item - LF - Relocate Wood Fence	96.000 LF	121.00000		11,616.00	
0590	604991 Miscellaneous us Fencing Special Item - LF - Stockade Wood Fence	144.000 LF	82.00000		11,808.00	
0595	605006 PCC Sidewalk, 4 Inch	185.000 SY	70.00000		12,950.00	
0600	605010 Exposed Aggregate Sidewalk, 4 Inch	3,950.000 SY	85.00000		335,750.00	
0605	605016 PCC Driveway, 7 Inch	220.000 SY	130.00000		28,600.00	
0610	605042 Porous Rubber Sidewalk	250.000 SY	310.00000		77,500.00	
0615	605048 Granite Cobble Pavers	14.000 SY	300.00000		4,200.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0620	605993 Sidewalks & Driveway Special Item - SY - Brick Driveway On PCC Base	50.000 SY	300.00000		15,000.00	
0625	605993 Sidewalks & Driveway Special Item - SY - Exposed Aggregate Driveway, 7"	6.000 SY	350.00000		2,100.00	
0630	606002 PCC Curb LF	450.000 LF	35.00000		15,750.00	
0635	606008 PCC Curb, Over 15 to 18 Inch Depth CY	17.000 CY	590.00000		10,030.00	
0640	606010 PCC Curb and Gutter, 13 to 15 Inch Depth CY	825.000 CY	550.00000		453,750.00	
0645	606012 PCC Curb and Gutter, 15 to 18 Inch Depth CY	20.000 CY	590.00000		11,800.00	
0650	606018 PCC Circular Curb LF	590.000 LF	40.00000		23,600.00	
0655	606020 PCC Circular Curb and Gutter LF	1,800.000 LF	42.00000		75,600.00	
0660	606046 PCC Gutter SY	200.000 SY	260.00000		52,000.00	
0665	606098 PCC Wheelchair/Bicycle Ramp - New Construction EACH	45.000 EACH	1,500.00000		67,500.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0670	606104 PCC Flume	6.000	100.00000		600.00	
		SY				
0675	606112 PCC LID Curb Inlet/Outlet	120.000	700.00000		84,000.00	
		CY				
0680	606991 Curb, Gutter, & Paved Flume Special Item - CY - Thickened PCC Curb and Gutter	150.000	700.00000		105,000.00	
		CY				
0685	606995 Curb, Gutter, & Paved Flume Special Item - LF - LID Flush Curb	1,800.000	50.00000		90,000.00	
		LF				
0690	607004 Seed with 4 Inch Topsoil	5,400.000	15.00000		81,000.00	
		SY				
0695	607014 Erosion Control Matting	1,000.000	5.00000		5,000.00	
		SY				
0700	607018 Sod with 3 Inch Topsoil	5,000.000	20.00000		100,000.00	
		SY				
0705	607032 Mulch	1,930.000	6.00000		11,580.00	
		SY				
0710	607042 Bioretentio n Soil	615.000	125.00000		76,875.00	
		CY				

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0715	607046 Plant bed soil	910.000 CY	115.00000		104,650.00	
0720	608004 Remove Tree and Stump 6 to 12 Inch Dia.	41.000 EACH	500.00000		20,500.00	
0725	608006 Remove Tree and Stump 12 to 18 Inch Dia.	11.000 EACH	1,000.00000		11,000.00	
0730	608008 Remove Tree and Stump 18 to 24 Inch Dia.	8.000 EACH	1,800.00000		14,400.00	
0735	608010 Remove Tree and Stump 24 to 30 Inch Dia.	6.000 EACH	3,000.00000		18,000.00	
0740	608012 Remove Tree and Stump 30 to 36 Inch Dia.	1.000 EACH	3,500.00000		3,500.00	
0745	608014 Remove Tree and Stump 36 to 42 Inch Dia.	1.000 EACH	4,500.00000		4,500.00	
0750	608072 Tree Protection and Replacement	105.000 EACH	200.00000		21,000.00	
0755	608078 Steel Edging	940.000 LF	17.00000		15,980.00	
0760	608116 Trim Tree (Any Size)	15.000 EACH	400.00000		6,000.00	

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			Dollars	Cts	Dollars	Ct
0765	608124 Perennial, 1 gallon	1,190.000 EACH	12.000000		14,280.00	
0770	608152 Evergreen Tree 8 - 10 Ft. Ht., B&B	6.000 EACH	400.000000		2,400.00	
0775	608158 Deciduous Tree 2-3" Cal, B &B	120.000 EACH	300.000000		36,000.00	
0780	610012 Portable Precast PCC Barrier	3,505.000 LF	26.000000		91,130.00	
0785	610993 PCC Traffic Barriers Special Item - LF - Move Portable Precast PCC Barrier	5,875.000 LF	10.000000		58,750.00	
0790	612006 Constructio n Lane Closing	LUMP	LUMP		120,000.00	
0795	612008 Remove Lane Markings	2,020.000 SF	3.000000		6,060.00	
0800	612010 Temporary Construction Sign Supports	60.000 EACH	80.000000		4,800.00	
0805	612014 Constructio n Warning and Detour Signs	1,000.000 SF	16.000000		16,000.00	
0810	612016 Reflectoriz ed Traffic Cones	250.000 EACH	20.000000		5,000.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0815	612028 Type III PVC Barricade	18.000 EACH	250.00000		4,500.00	
0820	612054 Thermoplast ic Pavement Marking, 4 Inch	17,950.000 LF	2.00000		35,900.00	
0825	612056 Thermoplast ic Pavement Marking, 4 Inch Dash	85.000 LF	2.50000		212.50	
0830	612058 Thermoplast ic Pavement Marking, 6 Inch	2,110.000 LF	3.00000		6,330.00	
0835	612064 Thermoplast ic Pavement Marking, 12 Inch	600.000 LF	4.50000		2,700.00	
0840	612066 Thermoplast ic Pavement Marking, 24 Inch	1,900.000 LF	8.50000		16,150.00	
0845	612068 Thermoplast ic Pavement Letter	2.000 EACH	200.00000		400.00	
0850	612070 Thermoplast ic Pavement Arrow	7.000 EACH	200.00000		1,400.00	
0855	612076 Thermoplast ic Pavement Bicycle Marking, 8 Foot	3.000 EACH	540.00000		1,620.00	
0860	612096 Constructio n Zone Attenuator	5.000 EACH	2,500.00000		12,500.00	

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			Dollars	Cts	Dollars	Cts
0865	612100 Portable Changeable Message Sign	6.000 EACH	5,000.00000		30,000.00	
0870	612106 Repair of Damaged Major Traffic Control Devices	LUMP	LUMP		30,000.00	
0875	612110 Preformed Pavement Markings, Lines	2,185.000 LF	10.00000		21,850.00	
0880	612993 Traffic Control Special Item - EACH - HIGH LEVEL WARNING DEVICE (FLAG TREE)	5.000 EACH	240.00000		1,200.00	
0885	613006 Remove Abandoned Traffic Signal/Street Light Pole Foundation	5.000 EACH	600.00000		3,000.00	
0890	613008 F&I PCC Foundation For Traffic Sig /Pendant Post St Lt Pole	5.000 EACH	2,000.00000		10,000.00	
0895	613016 Furnish&Ins tall One 2 In PVC Encased Electrical Conduit	65.000 LF	70.00000		4,550.00	
0900	613030 F&I Galvanized Steel Transformer Base	5.000 EACH	830.00000		4,150.00	
0905	613036 Furnish&Ins tall One 2 In&Two 4 In PVC Encased Elec Conduits	20.000 LF	90.00000		1,800.00	

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			Dollars	Cts	Dollars	Ct
0910	613038 Furnish&Ins tall One 2 In&One 4 In PVC Encased Elec Conduits LF	90.000	85.00000		7,650.00	
0915	613040 Furnish&Ins tall Four 4 In PVC Encased Electrical Conduits LF	55.000	95.00000		5,225.00	
0920	613050 F&I Pcc Foundation For Controller Cabinet EACH	1.000	2,000.00000		2,000.00	
0925	613052 Fur Temp Port Concrete Base M.336-S&M.336-Ss Traf Sig Cab EACH	1.000	2,000.00000		2,000.00	
0930	613054 Fur Temp Port Conc Base 20 Ft Steel Traf Pole on Trans Base EACH	5.000	220.00000		1,100.00	
0935	613056 Relocate Any Temporary, Portable, Concrete Base EACH	6.000	200.00000		1,200.00	
0940	613058 F&I 20 Foot Tall Steel Traffic Signal Pole EACH	3.000	2,100.00000		6,300.00	
0945	613078 Furnish&Ins tall 8 Ft Mast Arm w/Clamp & Removable End Clamp EACH	3.000	1,150.00000		3,450.00	
0950	613098 F&I 7 Conductor 14 Awg Stranded Electrical Traffic Sig Cable LF	2,500.000	2.50000		6,250.00	

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			Dollars	Cts	Dollars	Ct
0955	613100 F&I 4 Conduct 18 Awg Shielded Stranded Elec. Traf Sig Cable	1,450.000 LF	2.10000		3,045.00	
0960	613106 Furnish&Ins t 25 Pair 19 Awg Underground Communications Cable	1,400.000 LF	6.00000		8,400.00	
0965	613150 Furnish Red Ball Led Module (12 inch)	7.000 EACH	200.00000		1,400.00	
0970	613156 Furnish Yellow Ball Led Module (12 inch)	7.000 EACH	200.00000		1,400.00	
0975	613162 Furnish Green Ball Led Module (12 inch)	7.000 EACH	200.00000		1,400.00	
0980	613192 12 In Overlay White Wlkn Person & Portlnd Orange Led Mod	5.000 EACH	245.00000		1,225.00	
0985	613194 Furnish 12 Inch Portland Orange Countdown Led Module	5.000 EACH	245.00000		1,225.00	
0990	613202 F&I 3 Section Conventional Traf Sig Head On Pole(Lenses 12")	4.000 EACH	410.00000		1,640.00	
0995	613208 F&I 3 Section Conv Traf Sig Head On Mast Arm(Lenses 12")	3.000 EACH	600.00000		1,800.00	

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Letting Date: 02-21-19 Call Order: 005

Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1000	613226 F&I 2 Sect Conventional Pedestrian Signal Head on Pole(12")	5.000 EACH	550.00000		2,750.00	
1005	613234 Maintain Existing Traffic Signals During Construction	1.000 EACH	15,000.00000		15,000.00	
1010	613240 F&I Accessible Pedestrian Signal Control Unit	5.000 EACH	310.00000		1,550.00	
1015	613248 F&I Microwave Vehicle Detector	1.000 EACH	3,700.00000		3,700.00	
1020	613322 F&I Traffic Signal Controller And Cabinet	1.000 EACH	20,000.00000		20,000.00	
1025	613334 Remove Abandoned Traff Signal Controller Cabinet Foundation	1.000 EACH	500.00000		500.00	
1030	613338 Remove Traffic Signal Pole And Traffic Signal Equipment	1.000 EACH	400.00000		400.00	
1035	613340 Remove Traffic Signal Controller And Cabinet	1.000 EACH	550.00000		550.00	
1040	613348 Rel ExistTrafSig Controller Cab Onto Temp Prtble Concrete Bs	1.000 EACH	350.00000		350.00	

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Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1045	613350 Rel Any Size Traf Sig Head(12" LED Mod)OntoTemp Pole Assem	7.000 EACH	320.00000		2,240.00	
1050	613352 Rel Any Pedest SigHead(12" LED Modules)Onto Temp Pole Asmbly	5.000 EACH	320.00000		1,600.00	
1055	614198 F&I 6-4" Schedule 40 Rigid PVC Conduits (duct bank)	100.000 LF	110.00000		11,000.00	
1060	614670 F&I 8 ft. Arm on Wood Pole	16.000 EACH	630.00000		10,080.00	
1065	614682 Remove arm from wood pole over 8 ft. in Length	70.000 EACH	220.00000		15,400.00	
1070	614684 F&I 12 ft. Arm on Wood Pole	56.000 EACH	900.00000		50,400.00	
1075	614698 Remove Luminaire from Wood Pole	70.000 EACH	160.00000		11,200.00	
1080	614991 Electrical Work Special Item -LS- Payment to Traffic Signal Contractor for Connection, Disconnection of Traffic Signal Cables	LUMP	LUMP		10,000.00	

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Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1085	614993 Electrical Work Special Item -EACH- 3.5 'X 3.5' URD RECTANGULAR CASING (TAPHOLE)	6.000 EACH	4,000.00000		24,000.00	
1090	614993 Electrical Work Special Item -EACH- 4.5' X 6' Roadway Manhole	19.000 EACH	13,000.00000		247,000.00	
1095	614993 Electrical Work Special Item -EACH- 48" X 72" X 48" Polymer Concrete Enclosure	16.000 EACH	3,400.00000		54,400.00	
1100	614993 Electrical Work Special Item -EACH- 6' X 12' Roadway Manhole	6.000 EACH	40,000.00000		240,000.00	
1105	614993 Electrical Work Special Item -EACH- 6' X 18' Switch Manhole	1.000 EACH	60,000.00000		60,000.00	
1110	614993 Electrical Work Special Item -EACH- F&I 70 Watt Cobrahead LED Fixture Complete with Photocell	71.000 EACH	600.00000		42,600.00	
1115	614995 Electrical Work Special Item -LF- DC PLUG / PEPCO F&I 4-4" Schedule 40 Rigid PVC Conduit & 4-4" Schedule 40	190.000 LF	200.00000		38,000.00	

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Bidder: C1144 - Capitol Paving of D.C. Incorporated

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1120	614995 Electrical Work Special Item -LF- DC PLUG / PEPCO F&I 4-4" Schedule 40 Rigid PVC Conduit & 6-4" Schedule 40 LF	25.000	250.00000		6,250.00	
1125	614995 Electrical Work Special Item -LF- DC PLUG / PEPCO F&I 4-4" Schedule 40 Rigid PVC Conduit & 8-4" Schedule 40 LF	105.000	260.00000		27,300.00	
1130	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO 4-5" FRE (FIBERGLASS CONDUIT) LF	110.000	200.00000		22,000.00	
1135	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 8-4"Schedule 40 Rigid PVC Conduit (Duct Bank) LF	530.000	200.00000		106,000.00	
1140	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 2-4" Schedule 40 Rigid PVC Conduit (Duct Bank) LF	555.000	120.00000		66,600.00	
1145	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 4-4" Schedule 40 Rigid PVC Conduit (Duct Bank) LF	6,705.000	130.00000		871,650.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1150	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 4-5" FRE & 4-4" Sched. 40 Rigid PVC Cond. (DB)	120.000 LF	220.00000		26,400.00	
1155	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 6-4" Schedule 40 Rigid PVC Conduit (Duct Bank)	105.000 LF	200.00000		21,000.00	
1160	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 6-5" FRE & 2-4" Sched. 40 Rigid PVC Cond. (DB)	70.000 LF	300.00000		21,000.00	
1165	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 6-5" FRE & 4-4" Sched. 40 Rigid PVC Cond. (DB)	365.000 LF	230.00000		83,950.00	
1170	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 6-5" FRE (FIBERGLASS CONDUIT)	1,350.000 LF	200.00000		270,000.00	
1175	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 8-5" FRE & 4-4" Sched. 40 Rigid PVC Cond. (DB)	220.000 LF	250.00000		55,000.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1180	614995 Electrical Work Special Item -LF- Install DC PLUG / PEPCO Furnished 8-5" FRE (FIBERGLASS CONDUIT)	290.000 LF	200.00000		58,000.00	
1185	614999 Payment to PEPCO for Connection, Disconnection, Inspection	LUMP	LUMP		100,000.00	
1190	616004 Break-Away Type Wood Sign Posts, 4x4 Inch	60.000 LF	30.00000		1,800.00	
1195	616016 Metal Sign Posts, 3.00 Pounds per Foot	1,284.000 LF	15.00000		19,260.00	
1200	616022 Traffic Sign Panels	900.000 SF	45.00000		40,500.00	
1205	616036 Remove Existing Ground Mounted Sign	700.000 SF	10.00000		7,000.00	
1210	616042 Federal Aid Project Sign	2.000 EACH	2,000.00000		4,000.00	
1215	618002 Erosion and Sediment Control	LUMP	LUMP		30,000.00	
1220	618006 Rock Check Dam	66.000 EACH	1,200.00000		79,200.00	
1225	618016 Geotextile for stormwater management	3,320.000 SY	4.00000		13,280.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1230	618018 Waterproof membrane for stormwater management	1,090.000 SY	20.00000		21,800.00	
1235	701024 Dynamic Pile Load Test (PDA)	3.000 EACH	3,600.00000		10,800.00	
1240	701032 H Piles - 12HP73	450.000 LF	580.00000		261,000.00	
1245	701036 H Piles - 14HP89	924.000 LF	790.00000		729,960.00	
1250	703002 PCC Footing	253.000 CY	670.00000		169,510.00	
1255	703006 PCC Pier-Abutment-Wall	222.000 CY	2,200.00000		488,400.00	
1260	703008 PCC Superstructure	23.000 CY	3,200.00000		73,600.00	
1265	703022 Sidewalk, Median and Curb Finish	13.000 CY	1,700.00000		22,100.00	
1270	704004 Epoxy Coated Reinforcement Bars	47,900.000 LBS	3.00000		143,700.00	
1275	705991 Prestressed PCC Unit Special Item - EACH - 3 FT X 18 INCH X 40 FT	2.000 EACH	26,500.00000		53,000.00	

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Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
1280	705991 Prestressed PCC Unit Special Item - EACH - 4 FT X 18 INCH X 40 FT	7.000 EACH	30,500.00000		213,500.00	
1285	708006 Stone Masonry, Class C	768.000 CF	170.00000		130,560.00	
1290	708991 Stone Masonry Special Item - LF - 4 INCH X 12 INCH CAPSTONE	810.000 LF	200.00000		162,000.00	
1295	709991 Railing Special Item - LF - 42 INCH RAILING	199.000 LF	520.00000		103,480.00	
1300	709991 Railing Special Item - LF - 54 INCH RAILING	74.000 LF	530.00000		39,220.00	
1310	000511 Unassigned Special Item -LS - Partnering	LUMP	LUMP		20,000.00	
	Section 0001 Total				22,897,006.50	
	Bid Total				22,897,006.50	

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Site #	Type	Cost / Day	# Days	Total		
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00	CD		720			
Reconstruction of Oregon Avenue						
+-----+-----+-----+-----+-----+					+	
			Time Total:	0.00		
+-----+-----+-----+-----+-----+					+	

This Bid contains 2 amendment files

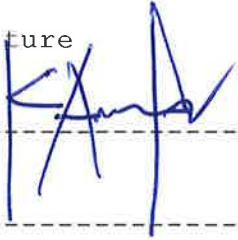
00001 02-28-19 Addenda 1
00002 03-15-19 Addenda 2

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date



Capital Paving

4/3/19