



**DISTRICT OF COLUMBIA
WATER AND SEWER AUTHORITY**

Board of Directors

Governance Committee

November 13, 2013

9:00 a.m.

1. Call to Order..... Chairperson
2. Government Affairs: Update.....William Pickering, Government Relations Manager
Federal Issues and Legislation
District Issues and Legislation
3. [Update on the Compliance Monitoring Program](#)..... Loretta Caldwell, LS Caldwell & Associates
4. [Update on the Workforce Development Program](#)..... Katrina Wiggins, Chief of Staff
5. [Amendment to By-Laws to Provide for a Second Vice-Chairperson](#).....[Randy Hayman](#)
General Counsel
6. [Revisions to Procurement Manual Enhancements](#).....Randy Hayman, General Counsel
7. Review of Committee Calendars for FY2014Chairperson
8. Emerging Issues Chairperson
9. Agenda for Upcoming Committee Meeting (TBD).....Chairperson
10. Executive Session – To discuss legal, confidential and privileged matters pursuant to Section 2-575 (b) (4) of the D.C. Official Code
11. Adjournment.....Chairperson



District of Columbia Water and Sewer Authority
George S. Hawkins, General Manager

*DC Water Major Projects
M/WBE Contracting and Local Employment Compliance
November 2013 Update*

Presented to the:

Governance Committee

Presented by:

*Gus Bass—Manager, Engineering Management Services Branch
DC Water Department of Engineering and Technical Services
Loretta S. Caldwell—Major Projects Compliance Officer
L. S. Caldwell & Associates, Inc.*

Wednesday, November 13, 2013

DC Water Major Projects

AGENDA

- **Compliance Program Overview**
- **DC Water Major Projects Subject to Fair Share Objectives**
- **M/WBE Contracting Summary**
- **Employment Summary**
- **Questions and Discussion**



CONTRACTING AND EMPLOYMENT COMPLIANCE OFFICER RESPONSIBILITIES

L. S. Caldwell & Associates, Inc./DP Consultants, Inc.

CONTRACTS

- Monitor and track planned and actual participation against Architectural/Engineering Fair Share Objective of 28% MBE and 4% WBE
- Monitor and track planned and actual participation against Construction Fair Share Objective of 32% MBE and 6% WBE
- Ensure contractors meet and/or exceed their Fair Share Objectives



(For First and Second Tier Contractors)

CONTRACTING AND EMPLOYMENT COMPLIANCE OFFICER RESPONSIBILITIES

L. S. Caldwell & Associates, Inc./DP Consultants

EMPLOYMENT

- Conduct onsite employee interviews on all construction contracts; review certified payrolls, ensuring they are in accord with Davis Bacon Wage Determinations and wages reported by employees during site interviews.
- Monitor execution of District of Columbia First Source Employment Agreements (FSEA) on Major Projects awarded prior to July 2013;
 - 51% new hires targeted to DC residents on construction contracts over \$100K.
 - 35% of total apprentice hours targeted to be performed by DC residents on existing construction contracts over \$500K.



CONTRACTING AND EMPLOYMENT COMPLIANCE OFFICER RESPONSIBILITIES

L. S. Caldwell & Associates, Inc./DP Consultants

EMPLOYMENT—CONTINUED

- Implement the Interim Employment Program on all Major Projects entered into as of July 2013

DC Water Works, A Local Initiative

- Collect resident hiring data on all Major Project
- Actively promote contractors' use of the DC Water Works Job Center onsite and the 3 Satellite Job Centers outside the gate



DC Water Major Projects M/WBE Contracting Summary



DC Water Major Projects Currently In the Compliance Program

DC Clean Rivers

- Blue Plains Tunnel (BPT)
- CSO 019
- M Street Diversion Sewer
- Tingey Street Diversion Sewer
- Low Impact Development Retrofit at DC Water Facilities
- Anacostia River Tunnel (ART)
- First Street Tunnel (FST)

Enhanced Nitrogen Removal 1C
(ENR 1C)

Enhanced Nitrogen Removal 2C
(ENR 2C)

Enhanced Nitrogen Removal North
Tunnel Dewatering Pump Station
and Enhanced Clarification Facility
(TCPS/ECF)

BioSolids Management

- Main Process Train (MPT)
- Final Dewatering Facility 1C (FDF1)
- Final Dewatering Facility 2C (FDF2)
- Combined Heat & Power (CHP)

DC Water Major Projects

CONTRACT VALUES

DC Clean Rivers

Blue Plains Tunnel	\$ 326,903,971
CSO O19	\$ 27,882,822
M Street Diversion Sewer	\$ 31,096,346
Tingey St Diversion Sewer	\$ 16,111,686
Low Impact Dev. Retrofit	\$ 3,583,772
Anacostia River Tunnel*	\$ 253,859,999
First Street Tunnel	\$ 157,675,000

Tunnel Dewatering Pump Station and

Enhanced Clarification Facility \$214,931,000

Bio Solids Management

Main Process Train	\$210,288,101
Final Dewatering Facility 1C	\$ 7,993,154
Final Dewatering Facility 2C	\$ 78,081,000
Combined Heat & Power	\$ 83,015,875

Enhanced Nitrogen Removal 1C	\$ 70,999,598
Enhanced Nitrogen Removal 2C	\$100,600,930
Enhanced Nitrogen Removal – North	\$ 57,960,000

TOTAL VALUE OF MAJOR PROJECTS = \$1,640,983,254



DC Water Major Projects Subject to Fair Share Objectives

Total Value of Major Projects	\$1,640,983,254
-Tunnel Dewatering Pump Station (TDPS)*	(\$214,931,000)
-First Street Tunnel (FST)*	(\$157,675,000)
<u>-DC Water Design-Build/GMP Exclusions</u>	<u>(\$199,209,683)</u>
Total Costs Subject to Fair Share Objectives	\$1,069,167,571

*TDPS/ECF and FST have not begun reporting. Their contract values have been deducted from the total so Fair Share Objectives percentages are not skewed

**DC Water determined the necessity to exclude some costs on Design Build/
Guaranteed Maximum Price contracts**

Examples of Exclusions from Fair Share Objectives:

Cambi System (MPT)	\$37,036,000
Tunnel Boring Machines (BPT/ART)	\$55,000,000
Contingencies/Allowances	<u>\$107,173,683</u> (Approximate)
	\$199,209,683



DC Water Major Projects A/E Subject to Fair Share Objectives

Design goals are 28% MBE and 4 % WBE

Total Costs Subject to Fair Share Objectives as of August 2013 **\$ 1,062,709,532**

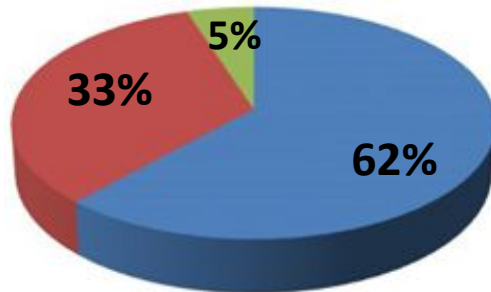
Total Costs Subject to Fair Share Objectives as of Nov 2013 **\$ 1,069,167,571**

Design Costs Subject to Fair Share Objectives	As of August 2013 \$34,018,838	As of Nov 2013 \$34,018,838
28% MBE Design Costs Planned	\$9,525,275	\$9,525,275
33% MBE Design Awarded to Date	\$11,301,239	\$11,066,367
4% WBE Design Costs Planned	\$1,360,753	\$1,360,753
5% WBE Design Awarded to Date	\$1,712,294	\$1,691,940

TOTAL Design M/WBE Subcontracts Awarded to Date

TOTAL DESIGN CONTRACTING AUGUST 2013

- Total Non-M/WBE:
\$21,005,305
- Total MBE \$ Awarded:
\$11,301,239
- Total WBE \$ Awarded:
\$1,712,294

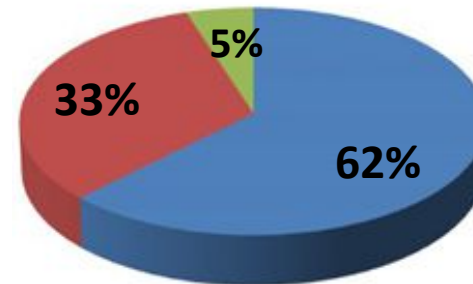


TOTAL: \$34,018,838



TOTAL DESIGN CONTRACTING NOVEMBER 2013

- Total Non-M/WBE:
\$21,260,531
- Total MBE \$ Awarded:
\$11,066,367
- Total WBE \$ Awarded:
\$1,691,940



TOTAL: \$34,018,838

TOTAL Design M/WBE Subcontracts Payments to Date

Design goals are 28% MBE and 4 % WBE

Only apply to Professional Services on 5 Major Projects that are Design-Build/GMP Contracts (Blue Plains Tunnel, Tingey Street Diversion Sewer, Main Process Train, Combined Heat and Power, Anacostia River Tunnel)

Fair Share Objective achievement measurement

M/WBE PAYMENT *CONFIRMATION*

TOTAL PAYMENTS

	As of August 2013	As of November 2013
MBE Payments	\$ 7,048,113	\$ 7,123,432
WBE Payments	\$ 835,337	\$ 870,541

PROJECTS STARTED MAY 2011
DATA COLLECTION BEGAN FEBRUARY 2012



DC Water Major Projects Construction Subject to Fair Share Objectives

Construction goals are 32% MBE and 6 % WBE

Total Costs Subject to Fair Share Objectives as of August 2013 **\$ 1,062,709,532**

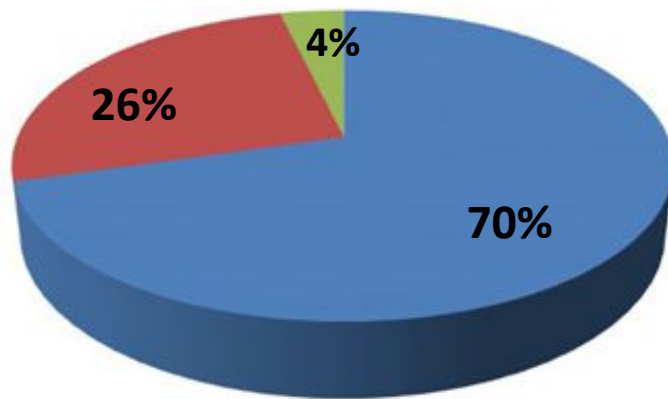
Total Costs Subject to Fair Share Objectives as of Nov 2013 **\$ 1,069,167,571**

Construction Costs Subject to Fair Share Objectives	\$1,028,600,692 \$1,062,709,532	\$1,035,148,738 \$1,069,167,571
32% MBE Construction Costs Planned	\$329,181,022	\$331,247,595
26% MBE Construction Awarded to Date	\$265,535,960	\$268,765,299
6% WBE Construction Costs Planned	\$61,721,441	\$62,108,924
4% WBE Construction Awarded to Date	\$38,334,824	\$42,427,600

TOTAL Construction M/WBE Subcontracts Awarded to Date

TOTAL CONSTRUCTION CONTRACTING DISTRIBUTION AUGUST 2013

- Total Non-M/WBE: \$724,819,910
- Total MBE \$ Awarded: \$265,535,960
- Total WBE \$ Awarded: \$38,334,824

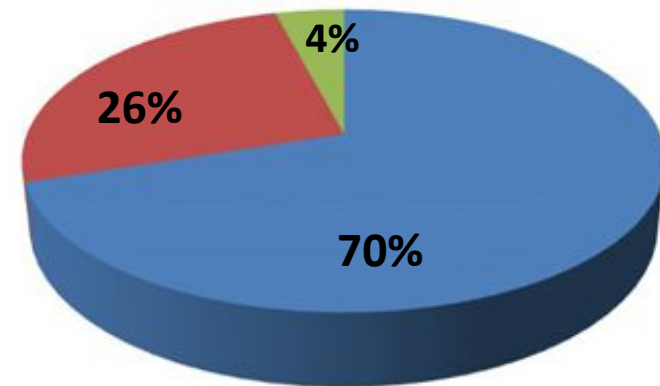


TOTAL: \$1,028,690,694



TOTAL CONSTRUCTION CONTRACTING DISTRIBUTION NOVEMBER 2013

- Total Non-M/WBE: \$723,955,834
- Total MBE \$ Awarded: \$268,765,299
- Total WBE \$ Awarded: \$42,427,600



TOTAL: \$1,035,148,733

TOTAL Construction M/WBE Subcontracts Payments to Date

Construction goals are 32% MBE and 6 % WBE

**Fair Share Objective Achievement Measurement
M/WBE PAYMENT CONFIRMATION
TOTAL PAYMENTS TO DATE**

	As of August 2013	As of November 2013
MBE Payments	\$ 110,298,231	\$ 122,054,073
WBE Payments	\$ 12,795,276	\$ 16,386,996



DC Water Major Projects Employment Summary



Employment Statistics

Cumulative Total Contractor Employees on Major Projects:

Employee Place of Residence As of November 2013 - 1927					
District of Columbia	Prince George's County	Montgomery County	Fairfax County	Loudoun County	Outside of User Jurisdictions
238	422	154	153	31	929
Employee Place of Residence As of August 2013 - 1677					
District of Columbia	Prince George's County	Montgomery County	Fairfax County	Loudoun County	Outside of User Jurisdictions
189	354	143	123	29	839

*Information obtained from project inception to date; ongoing updates



PROJECTS STARTED MAY 2011;
DATA COLLECTION BEGAN FEBRUARY 2012

Employment of DC Residents

Cumulative Total DC Residents on Major Projects:

DC Employee Residents by Ward

As of November 2013 - 238

One	Two	Three	Four	Five	Six	Seven	Eight
33	8	3	31	41	9	45	68

DC Employee Residents by Ward

As of August 2013 - 189

One	Two	Three	Four	Five	Six	Seven	Eight
22	10	2	23	30	11	40	51



*Information obtained from project inception to date; ongoing updates

*The employment numbers referenced above primarily consist of unskilled labor

DC Apprenticeship Statistics

(DC Requirement – 35% DC Resident Hours)

As of November 2013

No. of Apprentices	Total Apprentice Hours	No. of DC Resident Hours	% DC Resident Hours
68	52,041	22,673	43.6%

As of August 2013

No. of Apprentices	Total Apprentice Hours	No. of DC Resident Hours	% DC Resident Hours
55	40,323	19,615	48.6%



*Information obtained to date; ongoing updates

Select Overview of Employment Data By Other Jurisdiction (929)

State	Employees	State	Employees	State	Employees
AL	1	KS	25	NY	17
AR	1	KY	2	OH	5
AUS	1	LA	3	PA	16
CA	3	MA	4	TN	2
CT	3	MD	300	TX	9
FL	12	MI	5	VA	287
GA	13	MO	49	VT	3
IA	1	NC	90	WA	5
IL	19	NH	3	WVA	19
IN	2	NJ	11	Undetermined	18



DATA SHOWN REFLECTS INFORMATION FROM COMPANIES THAT RESPONDED TO REQUESTS FOR INFORMATION.
THE FULL OVERVIEW OF EMPLOYEES FROM OTHER JURISDICTIONS HAS BEEN ADDED IN AN ATTACHMENT.

Overview of Cumulative Employment Data By Job Category

Definitions

Professional: Architects, Professional Engineers (PEs)

Management: Technical and Administrative Staff

Labor: Tradesmen/Tradeswomen

Overview of Employees by Job Category*	
As of August 2013	
Professional	215
Management	282
Labor	1,430

DATA SHOWN ON THIS PAGE REFLECTS INFORMATION FROM COMPANIES THAT RESPONDED TO REQUESTS FOR INFORMATION



DC Water Works

A Local Hiring Initiative

Job Center

Onsite Applicant/ New Hire Statistics

Applicants – 323

PG County:	67
District of Columbia:	190
Loudoun County:	2
Fairfax County:	14
Montgomery County:	7
Other:	43

New Hires – 28

Ulliman Schutte:	16
PC Construction:	8
The Bulldog Group:	1
Arcadis:	1
Wharton Supplies:	1
DC Lines:	1

Interviewee Residence – 63

District of Columbia:	34
Fairfax County:	6
Loudoun County:	1
Montgomery County:	1
Prince Georges County:	9
Other:	12

Interviews – 63

1st Quarter:	11
2nd Quarter :	36
3rd Quarter:	14
4th Quarter to date:	2

DC Water Works

A Local Hiring Initiative

Job Center- Positions Hired

Contractor	Positions Hired	Resident Location	New Hires Reported
Ulliman Schutte	Laborers	DC – Ward(s): 4(1) 7(1), 8(4), PG(1), Other(2)	9
	Millwright	DC – Ward(s): 7(1), Charles County	2
	Bus Driver	DC – Ward 8	1
	Carpenter	Fairfax	1
	Crane Operator	Fairfax, Baltimore	3
PC Construction	Laborers	DC – Ward(s): 1(1), 6(1), 7(1), 8(4)	7
		Calvert County	1
Bulldog Distribution Trucking	Class A CDL Driver	DC – Ward 8	1
DC Lines	Class B CDL Driver	DC – Ward 8	1
Arcadis	CCTV Inspector	Texas	1
Wharton Suppliers	Class B CDL Driver	Alexandria, VA	1

Current Employment Opportunities

Employer Name	Contact Information	Job Title
Apex Petroleum	301-773-9009	▪ Fuel Delivery Driver
Bulldog Distribution Trucking	contact@bulldogdistribution.net	▪ Truck Drivers
Chaney Enterprises	Applicants need to access www.ChaneyEnterprises.com	▪ Concrete Mixer Driver ▪ Laborer/Operations
DMY Engineering Services	Email resume to hr@dmyec.com	▪ Engineering Field Technician
Flippo Construction	Apply in person at: 3820 Penn Belt Place Forestville, MD	▪ Pipe Foreman
Goel Services	Fax Resume to: 202-567-3721	▪ CCTV Operator
List & Associates, LLC	301-595-3272	▪ Concrete Inspector
PC Construction	202-683-6244	▪ Millwright ▪ Pipe Fitter ▪ Plumber
Rohadfox Construction Control Services Corporation	Send resume to: HR at charity.birdow@rccsc.net	▪ Junior Civil Engineer
Ulliman Schutte Construction, LLC	202-373-1380 or 202-561-4402	▪ Certified Crane Operator ▪ ASME Certified Pipe Welder ▪ AWS Certified Structural Welder
Video Pipe Services	11420 Old Baltimore Pike Beltsville, MD 20705	▪ Foreman ▪ CDL Operators

Satellite Job Centers

The DC Water Works Satellite Job Centers operate in concert with the DC Water Works Job Center onsite.

DC Water contractor job opportunities and the application process are made more accessible to DC residents, throughout the District, particularly in Wards 7 and 8.

The DC Water Works Satellite Job Centers (SJC) Statistics Beginning September 3, 2013

	Visitors	Callers	Construction Applications	Resumes	Potential Applicants*
Greater Washington Urban League Ward 1	50	2	8	12	20
Anacostia Economic Development Corporation Wards 7 & 8	52	3	18	27	40
DC Water Business Office Ward 6	99	2	37	41	95
SJC Totals	201	7	63	80	155

***Potential Applicants – Individuals who indicated they would apply online for a DC Water or construction contractor employment opportunity**



Job Center Success Story



"I am so excited! Thank you for this opportunity! I am honored to have met you and so many others along my journey. I want you to know that I constantly refer individuals to the Job Center. My hope is that WASA and other major companies will continue to assist with changing lives of District residents." - **Julia Taylor**

Ms. Julia Taylor, a District resident, homeless since January 2013, contacted the DC Water on-site Job Center about potential employment. Ms. Taylor who has a commercial driver's license, had been seeking employment.

She was referred to the Anacostia Economic Development Corporation Job Center, the Satellite Job Center closest to her, to review current opportunities with DC Water contractors. Ms. Taylor applied for a CDL Class A driver's position with Bulldog Distribution Trucking on October 3, 2013 through the Center. She was immediately contacted for an interview and was hired on October 9, 2013.

Ms. Taylor's employment allowed for her subsequent approval for an apartment. She is no longer homeless, is gainfully employed and a tax paying Ward 8 resident.

DC Water Works

A Local Hiring Initiative

Job Center

Initiatives

- Database Expansion
- Contractors “Weekly Bulletin”
- Contractor Employment Needs Analysis
- Training Resources (62) Outreach efforts
- Contractors Roundtable Discussions
- Employment Opportunity Listings
- Open House Events

DC Water Major Projects Summary

- DC Water is currently exceeding Fair Share Objective Goals in A/E and are on target to meet or exceed contracting goals.
- DC Water has successfully completed the development of an Interim Employment Program, ...

DC Water Works, A Local Initiative

and will begin shortly to train and implement online reporting for all DC Water participating projects...not just Major Projects, but other construction and goods contracts.

- DC Water has opened 3 Satellite Job Centers across the District in addition to the Onsite trailer, where job applicants can find out which contractors are hiring and in what disciplines.



DC Water Major Projects

QUESTIONS AND DISCUSSION



District of Columbia Water and Sewer Authority
George S. Hawkins, General Manager

WORKFORCE INCENTIVE PROGRAM

“DC Water Works! A Local Hiring Initiative”

Presented to the
Governance Committee
Ellen Boardman, Chairperson

Wednesday, November 13, 2013



Permanent Employment Program (PEP)



DC Water Works! A Local Hiring Initiative

Permanent Employment Program (PEP)

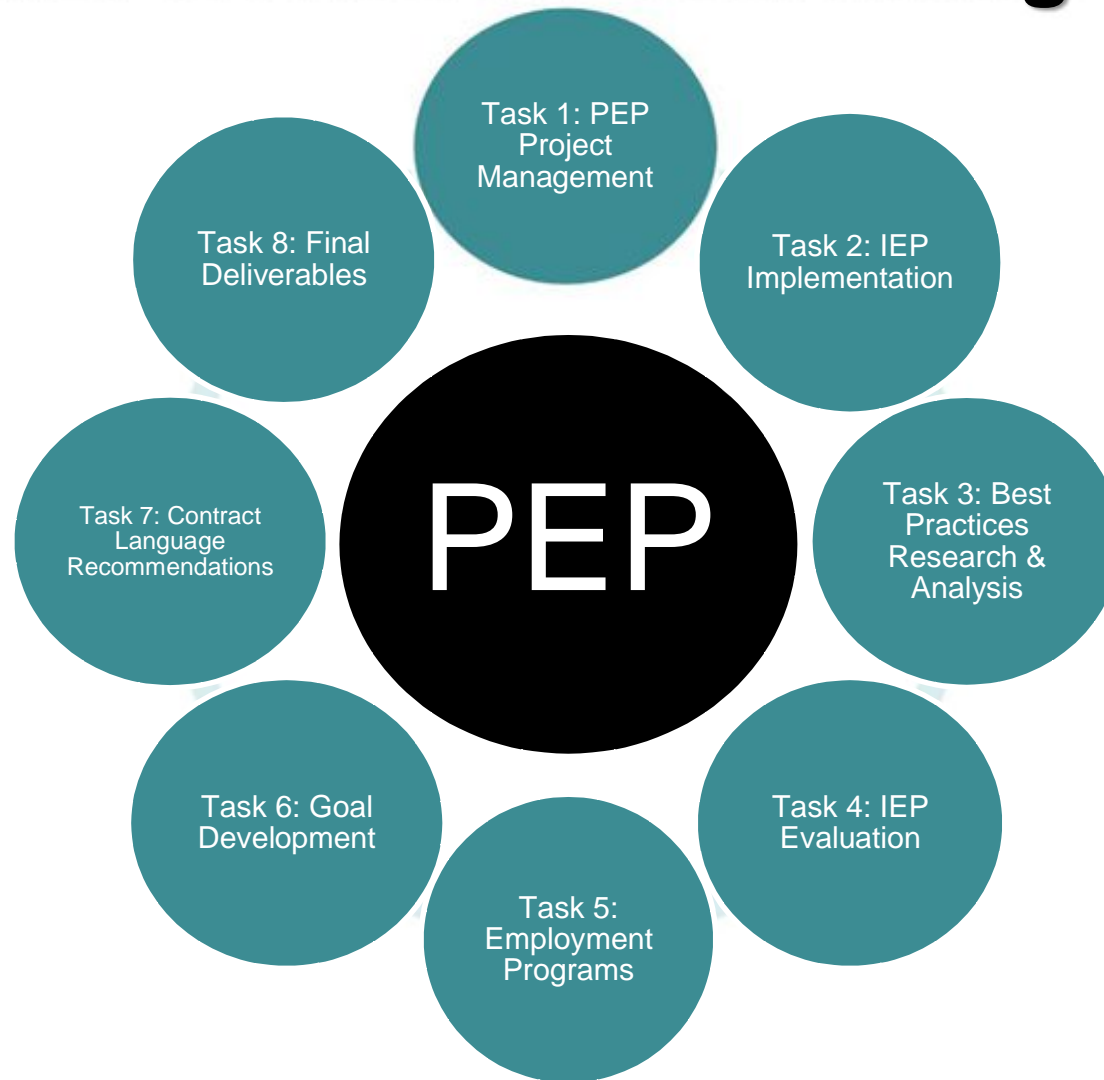
Project Overview

- A total review, development and implementation of employment initiatives over a 12-month period that will culminate in a comprehensive employment program for DC Water.
- Permanent Employment Program designed to:
 - Implement a world class Employment Program for DC Water
 - Increase local hiring across User Jurisdictions with a specific focus on the District of Columbia
 - Institute universal employment requirements/reporting among contractors –
 - 1) Major Construction 2) Non major construction 3) Services Contracts
 - Encourage the growth of short and long-term employment opportunities
 - Support training of local residents towards self sufficiency and permanent employment





DC Water Works! A Local Hiring Initiative



* Please note that some tasks will occur in sequential order, while others will occur in parallel.



DC Water Works! A Local Hiring Initiative

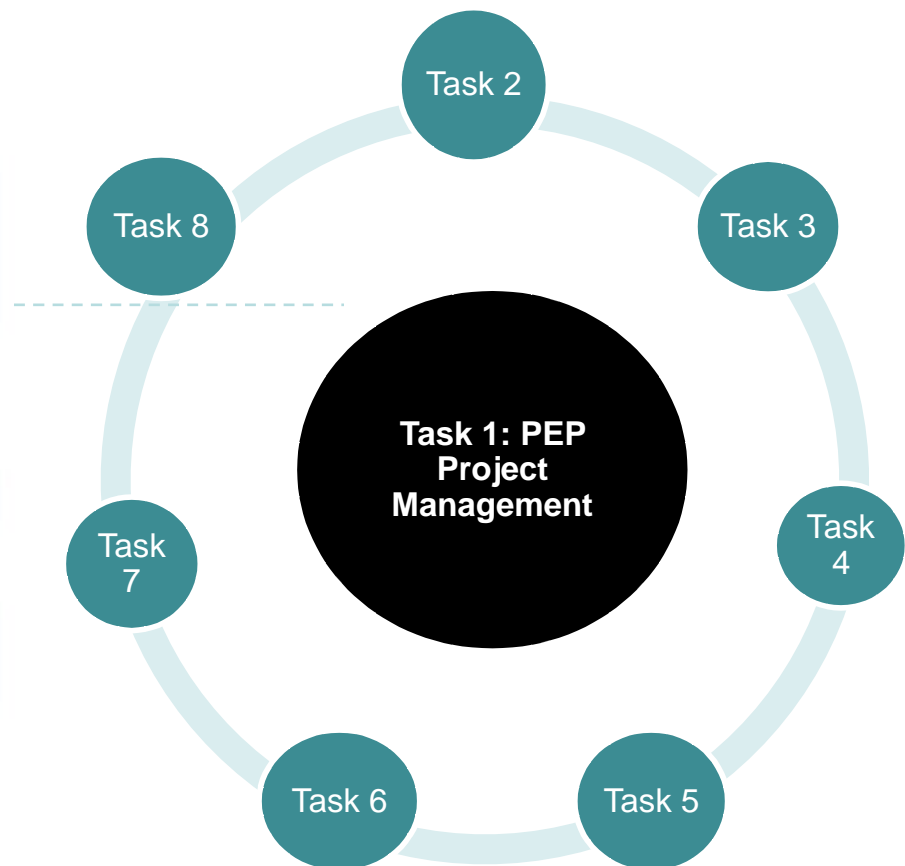
Task 1

Task Description

Task 1 Focus – Oversight and management of the DC Water Works! Permanent Employment Program Project.

Key Activities

- Develop PEP Project Plan
- Create/conduct PEP **Agency Task Force**
- Develop & Deliver Monthly Progress Status Update Reports





DC Water Works! A Local Hiring Initiative

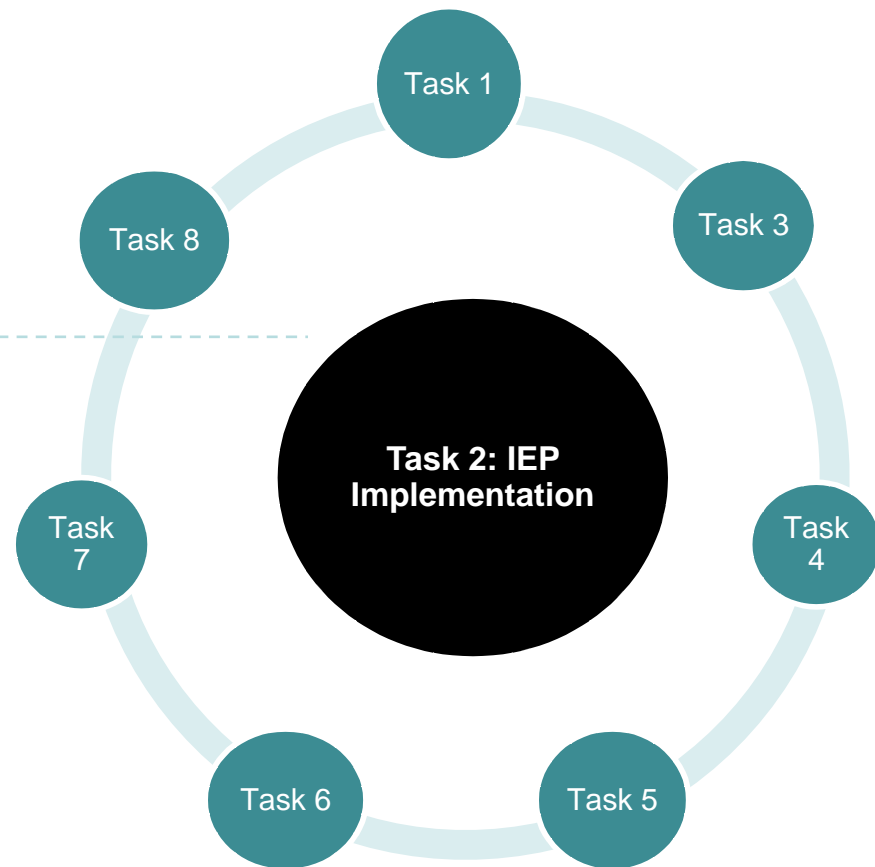
Task 2

Task Description

Task 2 Focus – Implementation of the DC Water Works! Interim Employment Program (IEP).

Key Activities

- Develop Special Provision Language for:
 - Service Contracts
- Conduct Executive Briefings
- Implement CÔR for Major (existing) and Non major construction/Goods (new) and Training for*:
 - DC Water Staff
 - Contractors



* CÔR – Compliance Online Reporting System



DC Water Works! A Local Hiring Initiative

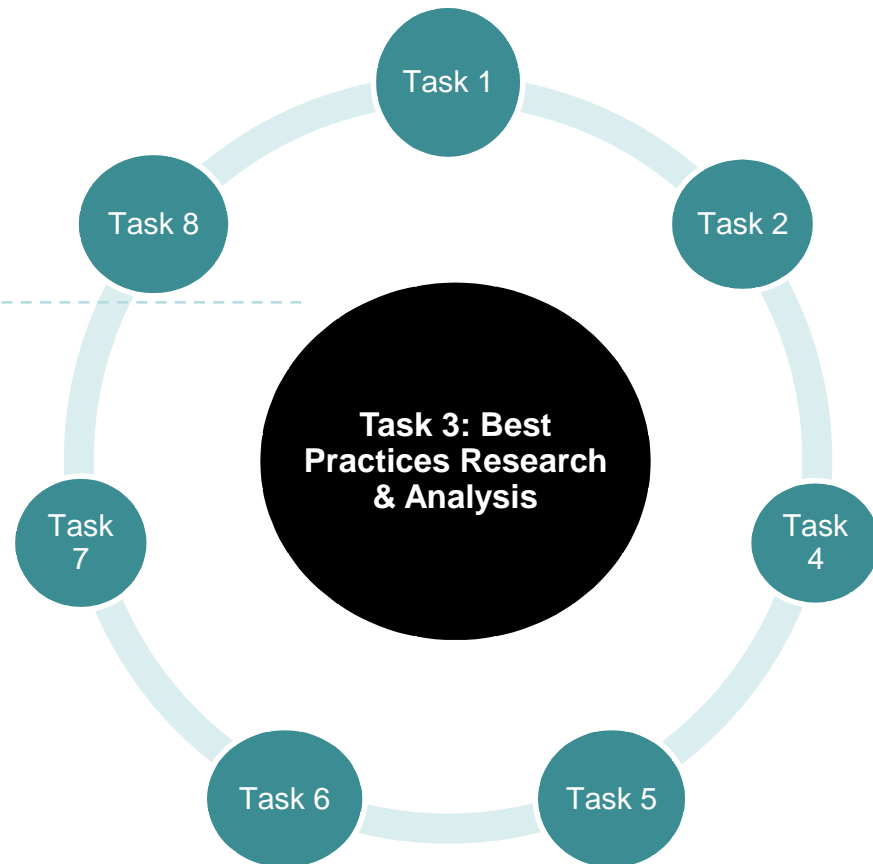
Task 3

Task Description

Task 3 Focus – Research and analysis of best practices across local, state, and federal employment programs.

Key Activities

- Develop Best Practices Database for:
 - Compliance Programs
 - Training Programs
 - Apprenticeship Programs
 - Online Reporting Systems, etc.





DC Water Works! A Local Hiring Initiative

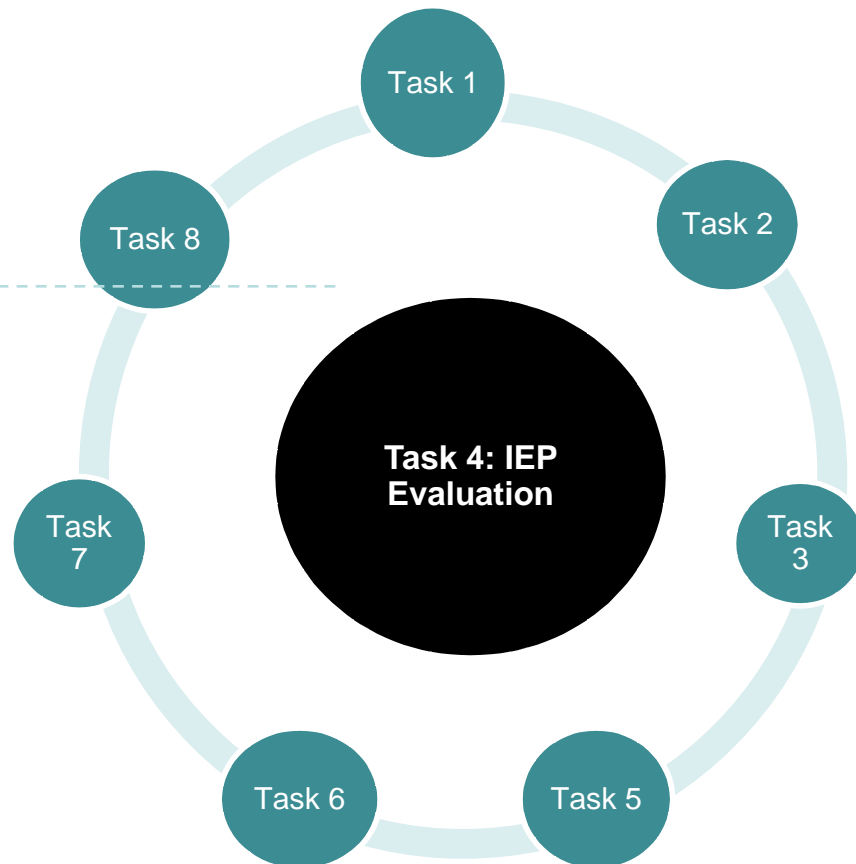
Task 4

Task Description

Task 4 Focus – Evaluation of the DC Water Works! Interim Employment Program.

Key Activities

- Capture & Analyze Data
- Identify IEP Process Improvement Areas
- Develop & Deliver IEP Evaluation Report





DC Water Works! A Local Hiring Initiative

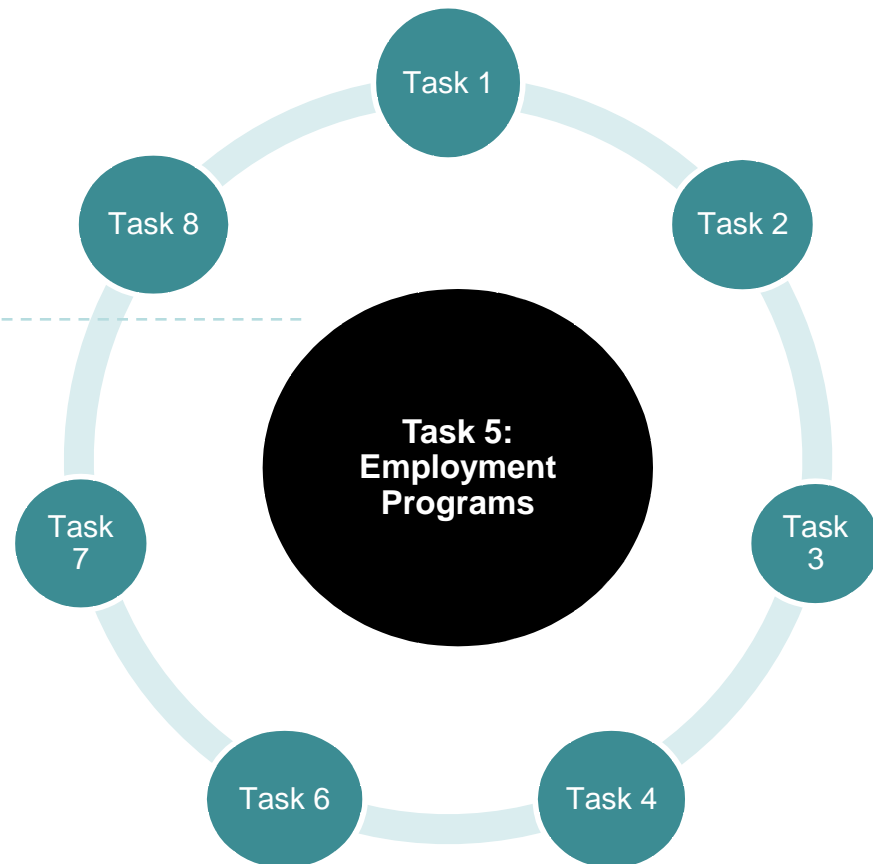
Task 5

Task Description

Task 5 Focus – Recommendation of standards for the establishment of a bona-fide DC Water Works! Apprenticeship Program and other Employment Programs.

Key Activities

- Evaluate Apprenticeship Program and Other Employment Program Initiatives
- Develop & Deliver Apprenticeship Program and Other Employment Program Recommendations Report





DC Water Works! A Local Hiring Initiative

Task 6

Task Description

Task 6 Focus – Development of measurable goals for construction and services contracts.

Key Activities

- Recommend Numerical Targets for*:
 - New Hire Goals
 - Contract Workforce Goals
 - Good Faith Effort Goals
- Recommend Incentives





DC Water Works! A Local Hiring Initiative

Task 7

Task Description

Task 7 Focus – Recommendation of special provision language for future construction and services contracts.

Key Activities

- Evaluate Contract Language
- Develop & Deliver Construction and Services Contract Language Recommendations Report
- ***BETA Testing on all recommendations***





DC Water Works! A Local Hiring Initiative

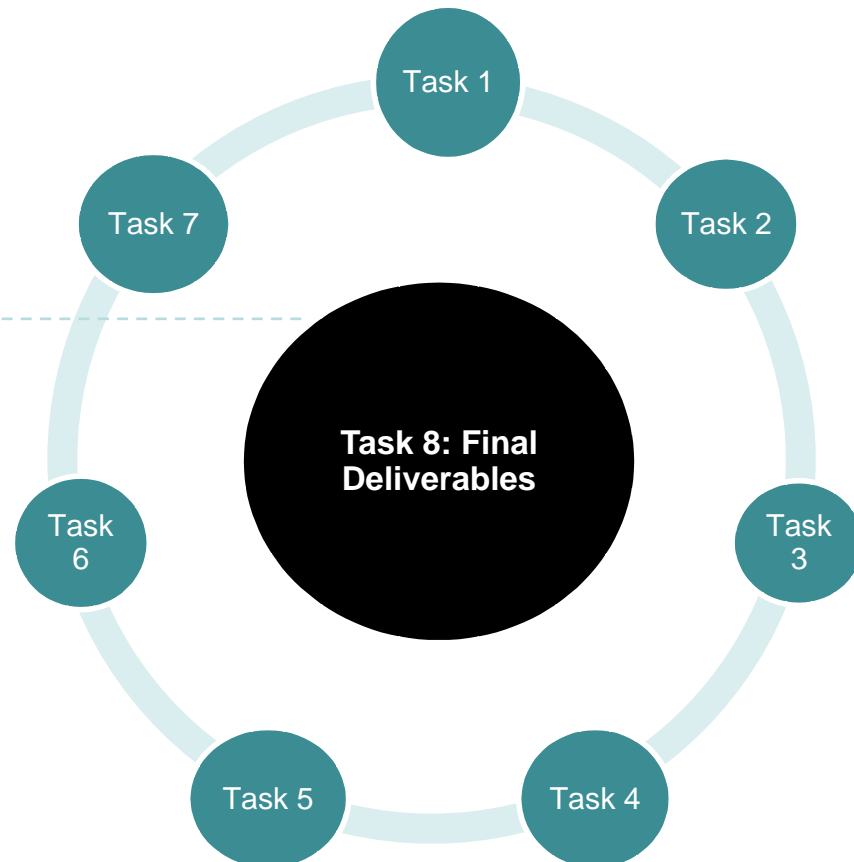
Task 8

Task Description

Task 8 Focus – Development of final deliverables.

Key Activities

- Develop & Deliver Standard Operating Procedures Manuals for:
 - PEP
 - Apprenticeship Program and Other Employment Programs
 - Online Reporting System
- Develop & Deliver PEP Strategic Communications Plan





Workforce Hiring Pilot Program Update



Current Status

- **Two Contracts Selected for Training and Hiring Pilot Program**
 - Contract 100090 - Fort Myer Construction
 - Contract 120080 - Capital Paving
 - Change Order Execution in October 2013



Pilot Summary

Summary of Workforce Training Pilot Program for each Contract

- Must be currently un-employed DC Resident to be considered
- Two (2) trainees
- Training limited to 4,600 man-hours @ \$35/hr wage
- Training Program has 3 Phases
- DC Water emailed attendees from the Employment Outreach meetings for resumes of potential candidates
- Training Pilot Budget: \$161,000.00

Total of \$322,0000.00 allocated for Training Pilot



Pilot Summary

Workforce Hiring Pilot Program

- Increase DC Resident Hiring incentive is a two tier approach:
 - Tier 1: 5% incentive when DC Resident hours are between 20% and 35% of total man-hours
 - Tier 2: 10% incentive when DC Resident hours are greater than 35% of total man-hours
- No incentive if DC Resident hours are less than 20%
- Prime Contractor will receive 5% or 10% of DC Resident Payroll when goal is met for invoice period
- Incentive Cap is based on projected man-hours for each contract
- Inspired by WIP of the DC Department of General Services
- **Fort Myer Hiring Incentive Cap: \$100,000.00**
- **Capitol Paving Hiring Incentive Cap: \$250,000.00**

Total of \$350,000.00 allocated for Hiring Pilot



Pilot Monitoring and Accountability

Workforce Hiring Pilot Program

- Submit Certified Payroll with Summary Page to confirm percentage
- Bi-weekly employee(s) verification to ensure accurate reporting of hours from Contractor having multiple projects with DC Water and using same employee(s).
 - Database comparison:

LSC ↔ Pilot Program ↔ DC Water Compliance



Pilot Monitoring and Accountability

Workforce Training Pilot Program

- Submit weekly list of people interviewed
- Submit name of selected trainee candidates
- Submit weekly completed Record of Training Form
- Submit weekly timecard for Trainee
- Bi-weekly site visit to interview separately the Contractor and Trainee
- Monthly assessment of monitoring approach and adjust accordingly



DC Water Workforce Training Program Record of Training

TRAINEE NAME: _____ CONTRACT NO.: _____

WORK CLASSIFICATION: _____ WAGE RATE: _____

TRAINEE START DATE: _____ WEEK ENDING DATE: _____

Training Program Checklist (Week 1)		
Description	Yes/No	Notes
1. Did Trainee show up on time?		Provide copies of daily timecard.
2. Flagging Training		Provide copy of training/certification.
3. Proper use of Hand/Power Tools		Provide copy of training curriculum.
4. Erosion Control Methods, Techniques, and Installation		Number of hours Trainee performed task = _____ hrs
5. General Construction and Monitoring		Trainee Rating Scale: Excellent ("E") Good ("G") Fair ("F") Poor ("P") A. Work Ethics: ____ B. Listening: ____ C. General Awareness: ____

Overall Comments: _____

Name of Certifying Officer (Type) Signature Date

DC Water Workforce Training Program
Contract No. 100090
PC08002

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9/30/2013

**BY-LAWS
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

**Adopted - October 17, 1996; Resolution 96-11
Amended - February 4, 1999; Resolution 99- 10
Amended - February 1, 2001; Resolution 01-16
Amended – September 12, 2002; Resolution 02-75
Amended – December 4, 2003; Resolution 03-86
Amended-July 5, 2007; Resolution 07-64
Amended – October 2, 2008: Resolution 08-07
Amended – April 1, 2010: Resolution 10-42
Amended – October 7, 2010; Resolution 10-100
Amended – December 2, 2010; Resolution 10-115
Amended – April 7, 2011; Resolution 11-49**

**ARTICLE I
General**

These By-Laws and the Water and Sewer Authority Establishment and Department of Public Works Reorganization Act of 1996 (the “Act”), as the Act shall be amended from time to time, govern the function and operation of the District of Columbia Water and Sewer Authority (the “Authority”) and in the event of any conflict between these By-Laws and the Act, the Act shall control to the extent of the conflict. Terms defined in the Act shall have the same meaning when used in these By-Laws. References in these By-Laws to the Act, or any provision thereof, shall include a reference to any amendment to the Act which takes effect after the adoption of these By-Laws.

**ARTICLE II
Board of Directors**

§ 2.01 Composition

(a) The Board of Directors of the Authority (the “Board”) shall consist of 11 principal Board members (“principal members”) and 11 alternate Board members (“alternate members”).

(b) Alternate members may participate in discussion at Board meetings, at the Chairperson's discretion, but may vote at Board meetings only when their corresponding principal Board member is absent. An alternate member permitted by this subsection to vote at a meeting shall do so as a representative of their corresponding principal member except that if the principal's position is vacant the alternate shall vote in her or his own right.

(c) Principal members shall endeavor to attend all Board meetings and meetings of those Committees upon which they serve.

(d) Alternate members shall attend any meeting which their corresponding principal is required to, but cannot attend. Alternates shall either attend all other meetings or familiarize themselves with the discussions and determination made at such meetings.

(e) Alternate members may be appointed by the Chairperson to the Committees established by the Board and may fully participate in Committee functions.

§ 2.02 Duties

The Board shall develop policies for the management, maintenance, and operation of water distribution and sewage collection and treatment, disposal systems and other devices and facilities under the control of the Authority, and shall perform such other duties as are specified in or otherwise required by the Act and these By-Laws.

§ 2.03 Removal, Suspension, and Termination

(a) The Board may recommend that the Mayor remove, suspend, or terminate a principal or alternate member for misconduct or neglect of duty. The Mayor may remove a principal or alternate pursuant to section 204(g) of the Act (D.C. Official Code § 34-2202.04(a)(4)(g)).

(b) The Board may recommend that the Mayor remove, suspend, or terminate a principal or alternate member for misconduct if the Board finds that the member or alternate committed any act involving moral turpitude. The Mayor may remove a principal or alternate pursuant to section 204(g) of the Act (D.C. Official Code § 34-2202.04(a)(4)(g)).

(c) The Board may recommend that the Mayor remove, suspend, or terminate a principal or alternate member for neglect of duty if the Board finds that:

- (i) The principal or alternate member committed any act or omission which constitutes a breach of the Board member's or alternate's fiduciary duty to the Board or the Authority;
- (ii) A principal member failed to attend two or more Board meetings, or three or more meetings of a Committee to which such member is appointed, within a twelve-month period, without providing a business or personal reason which the Board determines is legitimate; or

- (iii) An alternate member, having received notice from his or her corresponding principal member of that member's inability to attend a meeting (as required by § 3.05 (c)), failed to attend two or more such Board meetings, or three or more Committee meetings, within a twelve-month period, without providing a business or personal reason which the Board determines is legitimate.

(d) A principal or alternate member who is indicted for the commission of a felony shall be automatically suspended from serving on the Board. Upon a final determination of guilt, the term of the principal or alternate member shall be automatically terminated. Upon a final determination of innocence, the Mayor may reinstate the Board member.

§ 2.04 Resignation

Any principal or alternate member may resign by giving notice of resignation to the Mayor and a copy of the notice to the Secretary to the Board. A non-District member shall also notify the official authorized to recommend a successor. The member's resignation shall take effect on the date specified in the notice.

§ 2.05 Compensation

Principal and alternate members of the Board of Directors shall be compensated and reimbursed for expenses as provided in the Act and in accordance with the Authority's reimbursement procedures for executive officers.

ARTICLE III Meetings

§ 3.01 Meetings to be Open to Public; Availability of Records

(a) For purposes of these By-Laws, except as provided in subsection (g), the term "meeting" shall be defined as a gathering of a quorum of the members of the Board, including hearings and roundtables, whether formal or informal, regular, closed executive session, or emergency, at which the members of the Board during such gathering consider, conduct, or advise on Authority business, including gathering of information, taking testimony, discussing, deliberating, recommending, and voting, regardless whether the meeting is held in person, by telephone, electronically, or by other means of communication. The term "meeting" may also include part or all of a retreat. The term "meeting" shall not include a chance or social gathering, press conference, or training session.

(b) Except as provided in § 3.04, all meetings shall be open to the public. A meeting shall be deemed open to the public if:

- (i) The public is permitted to be physically present;

- (ii) The news media, as defined by D.C. Official Code § 16-4701, is permitted to be present; or

- (iii) The meeting is televised.

(c) All meeting, whether open or closed, shall be recorded by electronic means; provided, that if a recording is not feasible, detailed minutes of the meeting shall be kept.

(d) Copies of records, including a written transcript or transcription shall be made available to the public, at a reasonable cost, upon request in accordance the following schedule, provided that a record, or a portion of a record, may be withheld under the standards established for closed executive session meetings as provided in § 3.04:

- (i) A copy of the approved minutes of a meeting shall be made available for public inspection as soon as practicable, but no later than 3 business days after the meeting at which the minutes were approved.

- (ii) A copy of the full record, including any recording or transcript, shall be made available for public inspection as soon as practicable, but not later than 7 business days after the meeting.

(e) A meeting may be held by video conference, telephone conference, or other electronic means, provided that:

- (i) Reasonable arrangements are made to accommodate the public's right to attend the meeting;

- (ii) The meeting is recorded; and

- (iii) All votes are taken by roll call.

(f) A meeting held by electronic means shall comply with all of the requirements of these By-Laws.

(g) E-mail exchanges among principal or alternate members and staff shall not constitute an electronic meeting.

§ 3.02 Regular Meetings

Regular meetings of the Board shall be held on the first Thursday of each month, or if such day is a legal holiday in the District of Columbia, then on the next weekday following such day unless an alternate date is determined to be appropriate by the Chairperson. All meetings shall be held at the Blue Plains Wastewater Treatment Plant,

5000 Overlook Avenue, S.W., Washington, D.C., or as otherwise specified in the notice of such meeting.

§ 3.03 Emergency Meetings

(a) Emergency meetings of the Board to address an urgent matter may be called by the Chairperson on his or her own initiative, or upon the written request of not less than three members of the Board entitled to vote on the matter or matters to be considered at the emergency meeting (which request shall specify such proposed matter or matters and shall be delivered to the Chairperson and the Secretary to the Board).

(b) When an emergency meeting is convened, the Chair shall open the meeting with a statement explaining the subject of the meeting, the nature of the emergency and how public notice was provided.

§ 3.04 Closed (Executive Session) Meetings

(a) The Board or Committee may only close a meeting or portion of a meeting for an executive session for the following reasons:

- (i) A law or court order requires that a particular matter or proceeding not be public;
- (ii) To discuss, establish, or instruct the Authority's staff or negotiating agents concerning the position to be taken in negotiating the price and other material terms of a contract, including an employment contract, if an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority;
- (iii) To discuss, establish, or instruct the Authority's staff or negotiating agents concerning the position to be taken in negotiating incentives relating to the location or expansion of industries or other businesses or business activities in the District;
- (iv) To consult with the General Counsel or other attorney to obtain legal advice and to preserve the attorney-client privilege between an attorney and the Authority, or to approve settlement agreements; provided, that, upon request, the Authority may decide to waive the privilege. A meeting shall not be closed that would otherwise be open merely because an attorney for the Authority is a participant;
- (v) Planning, discussing, or conducting specific collective bargaining negotiations;

- (vi) Preparation, administration, or grading of scholastic, licensing, or qualifying examinations;
 - (vii) To prevent premature disclosure of an honorary degree, scholarship, prize, or similar award;
 - (viii) To discuss and take action regarding specific methods and procedures to protect the public from existing or potential terrorist activity or substantial dangers to public health and safety, and to receive briefings by staff members, legal counsel, law enforcement officials, or emergency service officials concerning these methods and procedures; provided, that disclosure would endanger the public and a record of the closed session is made public if and when the public would not be endangered by that disclosure;
 - (ix) To discuss disciplinary matters;
 - (x) To discuss the appointment, employment, assignment, promotion, performance evaluation, compensation, discipline, demotion, removal, or resignation of government appointees, employees, or officials;
 - (xi) To discuss trade secrets and commercial or financial information obtained from outside the Authority, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained;
 - (xii) To train and develop members of the Board and staff, including off-site retreats of members for such purposes;
 - (xiii) To deliberate upon a decision in an adjudication action or proceeding by the Authority exercising quasi-judicial functions; and
 - (xiv) To plan, discuss, or hear reports concerning ongoing or planned investigations of alleged criminal or civil misconduct or violations of law or regulations, if disclosure to the public would harm the investigation.
- (b) Before a Board or Committee meeting or portion of a meeting is closed for an executive session, the Board or Committee shall:
- (i) Meet in an open session at which a majority of the members present shall vote in favor of closure;

- (ii) The Chairperson or acting Chairperson of the Board or Committee shall make a statement providing the reason for closure, including a citation from § 3.04(a) and the subjects to be discussed; and
 - (iii) The Secretary to the Board shall make available to the public a copy of the written roll call vote and the statement.
- (c) A Board or Committee meeting in a closed executive session shall not discuss or consider matters other than those matters listed under § 3.04(a).

§ 3.05 Notice to the Board of Meetings

(a) Before any meeting of the Board, the Secretary to the Board shall notify principal and alternate members of the meeting by:

- (i) Mailing a notice by first class mail, postage prepaid at least five days (Saturdays, Sundays and legal holidays excluded) before the date of such meeting to the principal and alternate members' addresses appearing on the Authority's records; or
- (ii) Delivering a notice by hand facsimile or e-mail transmission at least one day (Saturdays, Sundays and legal holidays excluded) before the date of such meeting to the principal and alternate members' respective addresses, facsimile numbers or e-mail addresses appearing on the record.

(b) The notice shall state the date, time, and place of the meeting and shall be accompanied by a proposed agenda, prepared in accordance with § 3.07(a), except that where an emergency meeting is called, and time does not allow for the preparation of an agenda prior to the issuance of notice, the notice shall include a brief description of the matters to be considered.

(c) A member who is unable to attend a meeting due to legitimate personal or business reasons shall notify the designated alternate and the Secretary to the Board. If the member's corresponding alternate is also unable to attend, the alternate shall notify the Secretary to the Board of these circumstances and the reason for his or her absence.

(d) Satisfaction of the notice requirements of this Section may be waived by a majority of the members of the Board at a meeting at which a quorum is present, provided that the Secretary to the Board shall have made reasonable efforts to comply with such requirements. The attendance of a principal or alternate member at a Board meeting shall constitute such a waiver unless specific objection is made before the presence of a quorum is determined.

§ 3.06 Notice of Meetings to the Public

(a) The Secretary to the Board shall inform the public of any Board or Committee meeting, including regular, emergency, or closed executive session meeting, when they are scheduled and when the schedule is changed;

(b) Notices to the public shall be posted on the Authority's website and in a public area at the Blue Plains Wastewater Treatment Plant or the location of the Board or Committee meeting not less than 48 hours or 2 business days before a meeting. Notice of meetings shall also be published in the *D.C. Register* as timely as practicable.

(c) The Secretary to the Board shall inform the public of a hearing to consider the establishment or adjustment of retail water and sewer rates by publishing a notice in the *D.C. Register* and a newspaper of general circulation at least ten days prior to the date of the hearing.

(d) The Secretary to the Board shall inform the public of any emergency meeting by posting the notice of the meeting on the Authority's website and in a public area at the Blue Plains Wastewater Treatment Plant or the location of the Board or Committee meeting at the same time as notice of the meeting is issued to Board members.

(e) Each notice to the public for a Board or Committee meeting shall include the date, time, location, and planned agenda to be covered at the meeting. If the meeting or any portion of the meeting is to be closed, the notice shall include, if feasible, a statement of intent to close the meeting or any portion of the meeting, including citations to the reason for closure under § 3.04(a), and a description of the matters to be discussed.

§ 3.07 Agenda

(a) The Secretary to the Board shall prepare a proposed agenda under the Chairperson's direction, including a consent agenda, for each meeting of the Board and Committee. The agenda shall be attached to the notices provided for in §§ 3.05 and 3.06, and shall designate, by an asterisk or other mark, those items which do not involve "joint-use sewerage facilities" within the meaning of Section 201(4) of the Act (a "non joint-use" matter).

(b) A motion to change the designation or non-designation of an agenda item as non joint-use must be made and acted on prior to discussion of the item. In the event that the Board is to consider a matter not listed on the proposed agenda or matters at an emergency meeting for which no agenda was prepared, such matters are presumed to be joint use items unless a motion to redesignate the item is made and acted on prior to discussion of the item.

§ 3.08 Quorum

(a) Six (6) principal members shall constitute a quorum for the transaction of Board business, except that an alternate member may be counted towards a quorum in the absence of their corresponding principal member.

(b) Four (4) District members shall constitute a quorum for conducting a public hearing to establish or adjust retail water and sewer rates, pursuant to 21 DCMR § 4001.3 .

(c) Committees shall not be required to meet a quorum requirement to hold a meeting.

(d) The number of attendees at a Board or Committee meeting shall not be kept below the number required to establish a quorum to avoid these requirements.

§ 3.09 Conduct of Business

(a) The Chairperson shall preside over Board meetings.

(b) Board actions shall be presented for a vote in the form of a resolution.

(c) The Board may postpone consideration of an agenda item by a majority vote of those members authorized to participate in the decision.

(d) All votes of the Board or Committee to hold a closed executive session or during a meeting conducted by electronic means shall be taken by roll call and recorded by the Secretary to the Board.

(e) Physical attendance at Board meetings is the preferred method of participation. However, Board members may participate telephonically and via videoconferencing in both Board and Committee meetings. Members participating in Board meetings telephonically or via videoconferencing may both be considered for purposes of determination of a quorum and vote. Members participating in Committee meetings telephonically or via videoconferencing may voice their recommendations to the Board. However, such telephonic and videoconferencing participation is to occur only when the following conditions are met: (i) neither the principal nor the principal's alternate can attend the meeting in person; and (ii) the Chairman determines that the telephonic and/or videoconferencing communication is in the best interest of the Authority. In order for the Chairman to make this determination, the Board member wishing to participate telephonically or via videoconferencing must notify the Chairman as soon as he/she is aware of the need to participate in this manner or the day before the meeting, whichever occurrence is earlier in time.

(f) The Board may establish rules governing the conduct and procedure of Board and Committee meetings. Questions of procedure for meetings of the Board or Committee meetings that are not determined by these By-Laws or any rules adopted by

the Board shall be governed by Robert's Rules of Order as interpreted by the Chairperson.

ARTICLE IV Officers of the Board

§ 4.01 Appointment

(a) The officers of the Board shall consist of the Chairperson, who shall be selected as provided for in the Act and a ~~Vice~~First Vice-Chairperson and Second Vice - Chairperson. Both ~~The~~the First and Second Vice-Chairpersons and all other Board officers established by these By-Laws, shall be selected by the Board from among persons nominated by the Nominating Committee.

(b) The Board may, by resolution, create or abolish any officer position (other than the Chairperson).

(c) The Board may, by resolution, delegate the duties of the officer position (other than the Chairperson) to any alternate member.

§ 4.02 Duties

(a) The Chairperson's duties shall include but are not limited to calling emergency meetings of the Board in accordance with § 3.03, determining the agenda of a meeting for purposes of § 3.07, presiding over Board meetings in accordance with § 3.09, establishing ad-hoc Committees of the Board, appointing members and chairpersons of the standing and ad-hoc Committees of the Board and carrying out such other duties as are specified in these By-Laws or delegated to the Chairperson by resolutions of the Board that are in accordance with the Act and these By-Laws.

(b) The First Vice-Chairperson shall fulfill the duties of the Chairperson if the Chairperson is absent or otherwise unavailable to do so. The Second Vice-Chairperson shall fulfill the duties of the First Vice-Chairperson if the First Vice-Chairperson is absent or otherwise unavailable.

§ 4.03 Term of Office

An officer of the Board shall serve a one-year term or until a successor assumes office, unless the officer resigns or is removed.

§ 4.04 Resignation and Removal of Officers

(a) Officers of the Board shall serve the full term provided in these By-Laws unless such term is terminated earlier by resolution of the Board for cause.

(b) An officer may resign by written notice to the Chairperson and the Secretary to the Board. The resignation shall take effect on the date the notice is

received, unless the notice specifies a later effective date, which is acceptable to the Chairperson.

(c) The Board may appoint a successor to fill the unexpired term of a resigned or removed officer (other than the Chairperson), or for a new term, as the Board considers appropriate.

ARTICLE V Committees

§ 5.01 Establishment

(a) The following shall be standing Committees of the Board, with such other responsibilities as are specified by the Chairperson or appropriate resolution of the Board, including but not limited to the review of contracts that are material to the Committee's assigned duties. The Board may create additional standing Committees as it deems necessary. The Committees shall receive detailed information in their areas of responsibility and make recommendations to the Board. Only formal actions of the Board through resolution can bind the Authority. The chairperson of a standing or ad-hoc Committee, with the concurrence of the Chairperson of the Board, may designate an acting chairperson for the purposes of chairing a particular standing or ad-hoc Committee meeting.

- (i) Finance and Budget Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors which have a significant and material fiscal effect as a result of operations, including by way of example and not limitation, adoption of the budget, borrowings, investments, grants, acquisitions, accounting, sales, insurance, adjustments to charges due for services or commodities furnished by the Authority, appropriations and the settlement of claims.
- (ii) District of Columbia Retail Water and Sewer Rates Committee: Shall be composed of the six members of the Board representing the District and shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the establishment of rates and fees for services or commodities furnished by the Authority.
- (iii) Environmental Quality and Sewerage Services Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the safety of operations, emergency planning and the operation, repair, replacement, rehabilitation, modernization and extension of the sewage disposal and its treatment, transmission, pumping and storage systems, groundwater and stormwater collection systems and other assets and property available to the Authority's use.

- (iv) Human Resources and Labor Relations Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the terms, requirements and conditions of employment for all employees including the General Manager, to include, by way of example and not limitation, matters involving compensation, pension and other benefits, awards and collective bargaining agreements.
- (v) Audit Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the independent appraisal of internal controls, operations and procedures utilized by the Authority in its financial and other operations, shall make recommendations to the Board regarding the selection of the Authority's independent outside auditors, and shall meet as appropriate with such auditors with or without the presence of the Authority's management.
- (vi) Governance Committee: Shall make recommendations to the Board regarding the policies and procedures to be followed by the Board, matters of internal governance of the Board, resolution of ethical questions, the discharge of the Board's duties, including any modifications of these By-Laws, and policy level oversight of the Authority's legislative and governmental relations activities. The Committee may also consider other matters involving the conduct of members, which may be referred by the Chairperson.
- (vii) Water Quality and Water Services Committee: Shall be composed of Board members representing the District and shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to drinking water quality, the safety of operations, emergency planning and the operation, repair, replacement, rehabilitation, modernization and extension of the water distribution, pumping and storage systems, and regarding communications with ratepayers and customers without regard to the medium employed, including by way of example and not limitation, responses to customer inquiries, customer education initiatives and customer assistance programs.
- (viii) Strategic Planning Committee: Shall make recommendations to the Board regarding both long and short term strategic planning.

§ 5.02 Appointment

Members of the Board's standing Committees and ad-hoc Committees, and the chairpersons of these Committees, shall be selected by the Chairperson of the Board. Only District Board members may serve on Committees or Subcommittees with

jurisdiction over non joint-use matters or the rates charged to District retail water and sewer customers.

§ 5.03 Duties

The principal duty of any Committee shall be to recommend proposed action to the Board of Directors. No Committee or individual member shall have the power to bind the Board or the Authority to any matter or obligation or to authorize any act by the Authority.

§ 5.04 Standing Committee Meetings

(a) At the first meeting each year of a standing Committee, the chairperson of such Committee (or the acting chairperson designated pursuant to § 5.01(a)), in consultation with the other members of the Committee, the Chairperson of the Board, and the General Manager, shall establish a meeting schedule for the remainder of the year and for the first meeting in the ensuing year. Such schedule shall specify the date, time, and location at which each Committee meeting shall be held. In consulting with the other members of the Committee, the Chairperson of the Board, and the General Manager, the chairperson of the Committee shall endeavor to the greatest possible extent to avoid conflicts with the meeting schedules of other Committees and to minimize inconvenience to Board Members and Alternates serving on multiple Committees, and to the General Manager and relevant staff, so as to facilitate Committee meeting attendance by all appropriate participants.

(b) Following the establishment of a Committee meeting schedule as provided in subsection (a), should the chairperson of a Committee be unable to attend a scheduled meeting, such Committee chairperson shall request the vice-chairperson of the Committee (if a vice-chairperson has been designated) to serve as acting chairperson for the purpose of conducting the meeting at the previously scheduled date, time, and location. If the vice-chairperson is unable to attend, the Committee chairperson shall request another member of the Committee to serve as acting chairperson for such meeting. In the event that neither the vice-chairperson nor another Committee member is available to serve as acting chairperson for a previously scheduled meeting, or if it appears that a significant number of Committee members will be unable to attend at the scheduled date, time, or location, or at the request of the General Manager, the Committee chairperson may request that the Chairperson of the Board waive the requirements of this subsection for good cause shown and permit such meeting to be held on a different date, or at a different time or location. Should the Chairperson not grant such a waiver, the meeting shall be cancelled.

ARTICLE VI Administration

§ 6.01 General Manager

The Board shall hire a General Manager upon the affirmative vote of eight voting members. The General Manager shall be the chief administrative officer of the Authority and, subject to the direction and supervision of the Board, shall have such supervisory and management responsibilities concerning the Authority's business, affairs, property, agents, and employees as the Board expressly determines by resolution. The General Manager may only be terminated upon an affirmative vote of eight voting members.

§ 6.02 Delegation

The Board may by resolution delegate to the General Manager any of its authority to the extent permitted by the Act, including, but not limited to procurement authority in such amounts as are specified by the Board.

§ 6.03 Secretary to the Board

(a) There is hereby established the Office of Secretary to the Board. The Secretary to the Board shall not be an officer of the Board and may not vote, but may be an employee of the Authority.

(b) The Secretary shall:

- (i) In addition to the responsibility established in section 3.07, coordinate under the direction of the General Manager, all Board meetings and other business activities of the Board;
- (ii) Prepare meeting minutes from Board meetings and other business activities when appropriate and prepare agendas in accordance with § 3.07;
- (iii) Keep a written transcript or transcription of the proceedings of the Board and any hearings in one or more books kept for that purpose. The Secretary shall have custody of all books, records and papers of the Board;
- (iv) Make available to the public any recordings, transcripts or transcription prepared pursuant to § 3.01 of these By-Laws and furnish copies to the public in accordance with that section;
- (v) Maintain the annual reports required by law and approved by the Board. The Secretary shall transmit copies of the approved report to the Mayor and the Council, and shall make the report available to the public;
- (vi) Have custody of the seal of the Authority and shall have authority to affix, impress or reproduce such seal on copies of resolutions and

- other official actions of the Authority and on all documents, the execution and delivery of which has been duly authorized by the Board; and
- (vii) Perform all duties and have all powers incident to the Office of the Secretary and shall perform such other duties and have such other powers as may be assigned by these By-Laws, the Board, its Chairperson, or the General Manager.

ARTICLE VII Amendment

These By-Laws may be amended by a majority vote of the Board at a meeting which is open to the public in accordance with the Open Meetings Amendment Act of 2010 (D.C. Official Code § 2-501 *et seq.*).

ARTICLE VIII Miscellany

§ 8.01 Offices

(a) The principal office of the Authority and of the Board shall be located at the Blue Plains Wastewater Treatment Plant, 5000 Overlook Avenue, S.W., Washington, D.C.

(b) The Board may maintain other offices at such other places in the District as the Board may establish from time to time.

§ 8.02 Seal

The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and its year of establishment.

§ 8.03 Fiscal Year

The Fiscal Year of the Authority shall end on the last day of September of each year.

§ 8.04 Sureties and Bonds

The Board may require any officer, employee, or agent of the Authority to execute, as a condition of employment or continued employment, a bond in such sum, with such surety or sureties as the Board may direct, conditioned upon the faithful performance of such person's duties to the Authority, including responsibility for negligence and of the accounting of all property, funds, or securities of the Authority as may come into such person's control.

§8.05 Joint Use Sewerage Facilities

Section 34-2202.01(4) of the D.C. Official Code, designates the following facilities as joint use:

Little Falls Trunk Sewer; Upper Potomac Interceptor Sewer; Upper Potomac Interceptor Relief Sewer; Rock Creek Main Interceptor Sewer; Rock Creek Main Interceptor Relief Sewer; (duplicate deleted) Potomac River Sewage Pumping Station; Potomac River Force Mains; Watts Branch Trunk Sewer; Anacostia Force Main (Project 89 Sewer); Anacostia Force Main & Gravity Sewer; Outfall Sewers (Renamed Potomac River Trunk Sewers); Outfall Relief Sewers (Renamed Potomac River Trunk Relief Sewers); Upper Oxon Run Trunk Sewer; Upper Oxon Run Trunk Relief Sewer; Lower Oxon Run Trunk Sewer; Lower Oxon Run Trunk Relief Sewer; Blue Plains Wastewater Treatment Plant (Blue Plains); and Potomac Interceptor Sewer.

§ 8.06 Captions

The captions of the articles and sections of these By-Laws are provided solely for convenience of reference and shall not affect the meaning thereof.

Secretary, Board of Directors

Date Issued: June 12, 2009 Date Last Revised: December 15, 2010

CHAPTER 26. Debarment and Suspension

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26.1 Policy

Offers shall be solicited from, contracts awarded to, and consent given to subcontracts with responsible contractors only. Contracts may be debarred or suspended when necessary and appropriate.

26.2 Debarment

26.2.1 Authority to Debar

The General Manager has the authority to debar for cause a person or business entity from consideration for award of contracts. The General Manager may appoint in writing one or more debarment officials. The authority to debar may be delegated to the Contracting Officer: ~~who shall also follow the procedures set out herein.~~

26.2.2 Causes for Debarment

A contractor may be debarred for a conviction of or a civil judgment for ~~or an administrative hearing finding of:~~

1. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract
2. Violation of federal, state, or District of Columbia antitrust statutes relating to the submission of offers
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of an Authority contractor or subcontractor

26.2.3 Additional Causes for Debarment

A contractor may be debarred based upon a preponderance of the evidence for serious violation of the terms of an Authority, federal, District of Columbia, or state or local jurisdiction contract or subcontract including by way of example but not limitation:

1. Willful failure to perform in accordance with the terms of one or more contracts
2. A failure to perform or unsatisfactory performance of one or more Authority contracts
3. Willful failure to pay subcontractors for work performed on any Authority contract
4. Willful failure to implement MBE, WBE, and LSDBE participation goals
5. ~~Intimidation and/or retaliation against employee(s) including but not limited to an employee who expresses or shows an interest in asserting any right or interest.~~

26.2.4 Effect of Other Debarment

A contractor currently debarred by the District of Columbia or any federal, state, or the Authority's participating jurisdiction may be debarred.

26.2.5 Reasonable Notice

~~A contractor proposed for debarment shall be provided written notice and provided reasonable opportunity to be heard before contractor is debarred from consideration for award of contracts. The General Manager or his appointed debarment official(s) shall initiate debarment proceedings by notifying the contractor and any specifically named affiliates by certified mail, return receipt requested, of the following:~~

1. ~~The factual basis for the proposed debarment in sufficient detail to put the contractor on notice of the conduct or transaction(s) upon which the proposed debarment is based;~~

2. That within fifteen (15) calendar days after receipt of the notice, the contractor may submit in writing, information and argument in opposition to the proposed debarment, including any specific information that raises a genuine issue of material fact;

3. The potential effect of the proposed debarment; and

4. That, if no suspension is in effect, DC Water shall not solicit offers from, award contracts to, renew, extend contracts with, or consent to subcontracts with the contractor pending a debarment decision.

26.2.5.1 Opportunity to be Heard

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If the contractor fails to make a submittal within fifteen (15) calendar days of receipt of the notice of proposed debarment, the General Manager or his appointed debarment official(s) shall timely notify the contractor that he/she has waived the right to a hearing and a final decision shall be made based upon the facts presented.

If a submission is timely received in debarment actions not based upon a conviction or civil judgment and the General Manager or his appointed debarment official(s) find that the contractor's submission raises a genuine dispute over material facts, the General Manager shall do the following within fifteen (15) calendar days of receipt of the contractor's submittal:

1. Notify the contractor in writing, return receipt requested, that he/she shall be given an opportunity for a hearing, to appear with counsel, present evidence, cross-examine witnesses and argue in support of his/her position;

2. Appoint a disinterested DC Water employee with expertise and experience in the relevant subject matter to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select a disinterested third party other than a DC Water employee who also has expertise and experience in the relevant subject matter; and

3. Send a written notice, by certified mail, return receipt requested, stating the time, place, date and purpose of the hearing.

26.2.5.2 Hearing, Proposed Order, Final Order and Right to Appeal

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The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. At the conclusion of the proceedings, the Hearing Examiner shall do the following:

1. Within thirty (30) calendar days of the conclusion of the hearing and the closing of the record, the Hearing Examiner shall issue a proposed decision and order to the General Manager or the General Manager's debarment official(s) and to the contractor;

2. The Hearing Examiner's proposed decision and order shall be in writing and include findings of fact and conclusions of law. The findings shall state the resolution of each contested fact and be based on the evidence of record and matters officially noticed; and

3. The Hearing Examiner's standard of proof shall be a preponderance of the evidence.

The General Manager shall review the proposed order and may do the following:

1. Request the parties to submit exceptions to the proposed decision and order and based on these exceptions, affirm, reverse, or modify the proposed decision and order, and issue a final decision and order; or

2. Remand the case to the Hearing Examiner for further proceedings.

The final decision and order shall be in writing and the General Manager shall provide a copy to the contractor and further inform the contractor in writing, return receipt requested, of the right to appeal the final decision and order in a court of competent jurisdiction within the District of Columbia.

26.2.6 Notice of Debarment Effective Date of Debarment

~~Prompt notice by certified mail return receipt requested shall be provided to the contractor and any affiliates involved when the Authority imposes debarment.~~

A debarment shall take effect when the final decision and order is issued. The contractor shall then be debarred from consideration for the award of contracts until the debarment period specified in the decision and order expires, such time period to be consistent with Section 26.2.7 herein.

26.2.7 Period of Debarment

A contractor may be debarred for a period commensurate with the seriousness of the cause(s). The period of debarment should not exceed 3 years. Any suspension period shall be considered in determining the debarment period. The debarment period may be extended for an additional period not to exceed 3 years if an extension is deemed necessary to protect the Authority's interest. However, a period of debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based.

26.2.8 Reduction of Period of Debarment

The period of debarment may be reduced upon the contractor's request supported by documentation for reasons such as:

1. Newly discovered material evidence
2. Reversal of the conviction or civil judgment upon which the debarment was based
3. Bona fide change in ownership or management
4. Elimination of other causes for which the debarment was imposed
5. Other reasons deemed appropriate

26.3 Suspensions

26.3.1 Authority to Suspend

The General Manager has the authority to suspend a contractor pending the completion of an investigation or legal proceedings when it has been determined that immediate action is necessary to protect the Authority's interests. The General Manager may appoint in writing one or more suspension official(s). The authority to suspend may be delegated to the Contracting Officer.

26.3.2 Causes for Suspensions

A contractor may be suspended upon a preponderance of adequate evidence of:

1. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract
2. Indictment for any of the causes stated in the section above on Causes for Debarment including when a cause results from an administrative hearing finding.
3. Being placed on a debarment list by any public body
4. If the Authority has initiated debarment proceedings
5. Any other cause of such a serious or compelling nature that it affects the present responsibility of an Authority contractor-contractor.
6. Intimidation and/or retaliation against employee(s) including but not limited to an employee who

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expresses or shows an ~~interest~~ intent in asserting any right or interest.

26.3.3 Reasonable Notice

~~Written notice shall be provided to the contractor proposed for suspension, and reasonable opportunity shall be provided for that contractor to be heard before the imposition of suspension. The General Manager or his appointed suspension official(s) shall initiate suspension proceedings by notifying the contractor and any specifically named affiliates by certified mail, return receipt requested, of the following:~~

- ~~1. The factual basis for the proposed suspension in sufficient detail to put the contractor on notice of the conduct or transaction(s) upon which the proposed suspension is based;~~
- ~~2. That within fifteen (15) calendar days after receipt of the notice, the contractor may submit in writing, information and argument in opposition to the proposed suspension, including any specific information that raises a genuine issue of material fact;~~
- ~~3. The potential effect of the proposed suspension; and~~
- ~~4. That DC Water shall not solicit offers from, award contracts to, renew, extend contracts with, or consent to subcontracts with the contractor pending a suspension decision.~~

26.3.3.1 Opportunity to be Heard.

~~If the contractor fails to make a submittal within fifteen (15) calendar days of receipt of the notice of proposed suspension, the General Manager or his appointed suspension official(s) shall timely notify the contractor that he/she has waived the right to a hearing and a final decision shall be made based upon the facts presented.~~

~~If a submission is timely received in a suspension action not based upon a conviction or civil judgment and the General Manager or his appointed suspension official(s) find that the contractor's submission raises a genuine dispute over material facts, the General Manager shall do the following within fifteen (15) calendar days of receipt of the contractor's submittal:~~

- ~~1. Notify the contractor in writing, return receipt requested that he/she shall be given an opportunity for a hearing, to appear with counsel, present evidence, cross-examine witnesses and argue in support of his/her position;~~
- ~~2. Appoint a disinterested DC Water employee with expertise and experience in the relevant subject matter to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select a disinterested third party other than a DC Water employee who also has expertise and experience in the relevant subject matter.~~
- ~~3. Send a written notice by certified mail, return receipt requested, stating the time, place, date and purpose of the hearing.~~

26.3.3.2 Hearing, Proposed Order, Final Order and Right to Appeal

~~The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. At the conclusion of the proceedings, the Hearing Examiner shall do the following:~~

- ~~1. Within thirty (30) calendar days of the conclusion of the hearing and the closing of the record, the Hearing Examiner shall issue a proposed hearing and order to the General Manager or the General Manager's suspension official(s) and the contractor;~~
- ~~2. The Hearing Examiner's proposed decision and order shall be in writing and include findings of fact and conclusions of law. The findings shall state the resolution of each contested fact and be based on~~

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the evidence of record and matters officially noticed; and

3. The Hearing Examiner's standard of proof shall be a preponderance of the evidence.

The General Manager shall review the proposed order and may do the following:

1. Request the parties to submit exceptions to the proposed decision and order and based on these exceptions, affirm, reverse, or modify the proposed decision and order; or

2. Remand the case to the Hearing Examiner for further proceedings.

The final decision and order shall be in writing and the General Manager shall provide a copy to the contractor and further inform the contractor in writing, return receipt requested, of the right to appeal the final decision and order in a court of competent jurisdiction within the District of Columbia.

26.3.4 Effective Date of Suspension

A suspension shall take effect when the final decision and order is issued. The contractor shall then be suspended from the consideration for award of contracts until the suspension period specified in the decision and order expires.

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26.3.4 Notice of Suspension

~~Prompt notice by certified mail return receipt requested shall be provided to a contractor when the Authority imposes suspension.~~

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26.3.5 Period of Suspension

~~A contractor may be suspended for a temporary period pending the completion of an investigation and any ensuing legal proceedings unless sooner terminated by the suspension official. After the completion of an investigation and such legal proceedings as may ensue, the suspension may be modified, terminated, or left in force.~~

26.4 The Authority's Right to Suspend a Contractor

~~A contractor may be suspended for a temporary period, pending the completion of an investigation and any ensuing legal proceedings unless sooner terminated by the suspension official. After the completion of an investigation and such legal proceedings as may ensue, the suspension may be modified, terminated, or left in force.~~

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CHAPTER 26. Debarment and Suspension

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26.1 Policy

Offers shall be solicited from, contracts awarded to, and consent given to subcontracts with responsible contractors only. Contracts may be debarred or suspended when necessary and appropriate

26.2 Debarment

26.2.1 Authority to Debar

The General Manager has the authority to debar for cause a person or business entity from consideration for award of contracts. The General Manager may appoint in writing one or more debarment officials. The authority to debar may be delegated to the Contracting Officer who shall also follow the procedures set out herein.

26.2.2 Causes for Debarment

A contractor may be debarred for a conviction of or a civil judgment for, or an administrative hearing finding of:

1. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract
2. Violation of federal, state, or District of Columbia antitrust statutes relating to the submission of offers
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of an Authority contractor or subcontractor

26.2.3 Additional Causes for Debarment

A contractor may be debarred based upon a preponderance of the evidence for serious violation of the terms of an Authority, federal, District of Columbia, or state or local jurisdiction contract or subcontract including by way of example but not limitation:

1. Willful failure to perform in accordance with the terms of one or more contracts
2. A failure to perform or unsatisfactory performance of one or more Authority contracts
3. Willful failure to pay subcontractors for work performed on any Authority contract
4. Willful failure to implement MBE, WBE, and LSDBE participation goals
5. Intimidation and/or retaliation against employee(s) including but not limited to an employee who expresses or shows an intent in asserting any right or interest.

26.2.4 Effect of Other Debarment

A contractor currently debarred by the District of Columbia or any federal, state, or the Authority's participating jurisdiction may be debarred.

26.2.5 Reasonable Notice

The General Manager or his appointed debarment official(s) shall initiate debarment proceedings by notifying the contractor and any specifically named affiliates by certified mail, return receipt requested, of the following:

1. The factual basis for the proposed debarment in sufficient detail to put the contractor on notice of the conduct or transaction(s) upon which the proposed debarment is based;
2. That within fifteen (15) calendar days after receipt of the notice, the contractor may submit in writing, information and argument in opposition to the proposed debarment, including any specific information that raises a genuine issue of material fact;

3. The potential effect of the proposed debarment; and
4. That, if no suspension is in effect, DC Water shall not solicit offers from, award contracts to, renew, extend contracts with, or consent to subcontracts with the contractor pending a debarment decision.

26.2.5.1 Opportunity to be Heard

If the contractor fails to make a submittal within fifteen (15) calendar days of receipt of the notice of proposed debarment, the General Manager or his appointed debarment official(s) shall timely notify the contractor that he/she has waived the right to a hearing and a final decision shall be made based upon the facts presented.

If a submission is timely received in debarment actions not based upon a conviction or civil judgment and the General Manager or his appointed debarment official(s) find that the contractor's submission raises a genuine dispute over material facts, the General Manager shall do the following within fifteen (15) calendar days of receipt of the contractor's submittal:

1. Notify the contractor in writing, return receipt requested, that he/she shall be given an opportunity for a hearing, to appear with counsel, present evidence, cross-examine witnesses and argue in support of his/her position;
2. Appoint a disinterested DC Water employee with expertise and experience in the relevant subject matter to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select a disinterested third party other than a DC Water employee who also has expertise and experience in the relevant subject matter; and
3. Send a written notice, by certified mail, return receipt requested, stating the time, place, date and purpose of the hearing.

26.2.5.2 Hearing, Proposed Order, Final Order and Right to Appeal

The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. At the conclusion of the proceedings, the Hearing Examiner shall do the following:

1. Within thirty (30) calendar days of the conclusion of the hearing and the closing of the record, the Hearing Examiner shall issue a proposed decision and order to the General Manager or the General Manager's debarment official(s) and to the contractor;
2. The Hearing Examiner's proposed decision and order shall be in writing and include findings of fact and conclusions of law. The findings shall state the resolution of each contested fact and be based on the evidence of record and matters officially noticed; and
3. The Hearing Examiner's standard of proof shall be a preponderance of the evidence.

The General Manager shall review the proposed order and may do the following:

1. Request the parties to submit exceptions to the proposed decision and order and based on these exceptions, affirm, reverse, or modify the proposed decision and order, and issue a final decision and order; or
2. Remand the case to the Hearing Examiner for further proceedings.

The final decision and order shall be in writing and the General Manager shall provide a copy to the contractor and further inform the contractor in writing, return receipt requested, of the right to appeal the

final decision and order in a court of competent jurisdiction within the District of Columbia.

26.2.6 Effective Date of Debarment

A debarment shall take effect when the final decision and order is issued. The contractor shall then be debarred from consideration for the award of contracts until the debarment period specified in the decision and order expires, such time period to be consistent with Section 26.2.7 herein. **26.2.7 Period of Debarment**

A contractor may be debarred for a period commensurate with the seriousness of the cause(s). The period of debarment should not exceed 3 years. Any suspension period shall be considered in determining the debarment period. The debarment period may be extended for an additional period not to exceed 3 years if an extension is deemed necessary to protect the Authority's interest. However, a period of debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based.

26.2.8 Reduction of Period of Debarment

The period of debarment may be reduced upon the contractor's request supported by documentation for reasons such as:

1. Newly discovered material evidence
2. Reversal of the conviction or civil judgment upon which the debarment was based
3. Bona fide change in ownership or management
4. Elimination of other causes for which the debarment was imposed
5. Other reasons deemed appropriate

26.3 Suspensions

26.3.1 Authority to Suspend

The General Manager has the authority to suspend a contractor pending the completion of an investigation or legal proceedings when it has been determined that immediate action is necessary to protect the Authority's interests. The General Manager may appoint in writing one or more suspension official(s). The authority to suspend may be delegated to the Contracting Officer.

26.3.2 Causes for Suspensions

A contractor may be suspended upon a preponderance of adequate evidence of:

1. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract
2. Indictment for any of the causes stated in the section above on Causes for Debarment including when a cause results from an administrative hearing finding.
3. Being placed on a debarment list by any public body
4. If the Authority has initiated debarment proceedings
5. Any other cause of such a serious or compelling nature that it affects the present responsibility of an Authority contractor.
6. Intimidation and/or retaliation against employee(s) including but not limited to an employee who expresses or shows animus in asserting any right or interest.

26.3.3 Reasonable Notice

The General Manager or his appointed suspension official(s) shall initiate suspension proceedings by notifying the contractor and any specifically named affiliates by certified mail, return receipt requested, of the following:

1. The factual basis for the proposed suspension in sufficient detail to put the contractor on notice of the conduct or transaction(s) upon which the proposed suspension is based;
2. That within fifteen (15) calendar days after receipt of the notice, the contractor may submit in writing, information and argument in opposition to the proposed suspension, including any specific information that raises a genuine issue of material fact;
3. The potential effect of the proposed suspension; and
4. That DC Water shall not solicit offers from, award contracts to, renew, extend contracts with, or consent to subcontracts with the contractor pending a suspension decision.

26.3.3.1 Opportunity to be Heard.

If the contractor fails to make a submittal within fifteen (15) calendar days of receipt of the notice of proposed suspension, the General Manager or his appointed suspension official(s) shall timely notify the contractor that he/she has waived the right to a hearing and a final decision shall be made based upon the facts presented.

If a submission is timely received in a suspension action not based upon a conviction or civil judgment and the General Manager or his appointed suspension official(s) find that the contractor's submission raises a genuine dispute over material facts, the General Manager shall do the following within fifteen (15) calendar days of receipt of the contractor's submittal:

1. Notify the contractor in writing, return receipt requested that he/she shall be given an opportunity for a hearing, to appear with counsel, present evidence, cross-examine witnesses and argue in support of his/her position;
2. Appoint a disinterested DC Water employee with expertise and experience in the relevant subject matter to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select a disinterested third party other than a DC Water employee who also has expertise and experience in the relevant subject matter.
3. Send a written notice by certified mail, return receipt requested, stating the time, place, date and purpose of the hearing.

26.3.3.2 Hearing, Proposed Order, Final Order and Right to Appeal

The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. At the conclusion of the proceedings, the Hearing Examiner shall do the following:

1. Within thirty (30) calendar days of the conclusion of the hearing and the closing of the record, the Hearing Examiner shall issue a proposed hearing and order to the General Manager or the General Manager's suspension official(s) and the contractor;
2. The Hearing Examiner's proposed decision and order shall be in writing and include findings of fact and conclusions of law. The findings shall state the resolution of each contested fact and be based on the evidence of record and matters officially noticed; and
3. The Hearing Examiner's standard of proof shall be a preponderance of the evidence.

The General Manager shall review the proposed order and may do the following:

1. Request the parties to submit exceptions to the proposed decision and order and based on these exceptions, affirm, reverse, or modify the proposed decision and order; or

2. Remand the case to the Hearing Examiner for further proceedings.

The final decision and order shall be in writing and the General Manager shall provide a copy to the contractor and further inform the contractor in writing, return receipt requested, of the right to appeal the final decision and order in a court of competent jurisdiction within the District of Columbia.

26.3.4 Effective Date of Suspension

A suspension shall take effect when the final decision and order is issued. The contractor shall then be suspended from the consideration for award of contracts until the suspension period specified in the decision and order expires.

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