



**DISTRICT OF COLUMBIA
WATER AND SEWER AUTHORITY**

Board of Directors

Governance Committee

September 10, 2014

9:00 a.m.

- 1. Call to Order..... Chairperson
- 2. [Employment Programs Update](#)..... Katrina Wiggins, Chief of Staff
- 3. [Discussion Regarding L. S. Caldwell & Associates' DC Water Investigations](#)
Randy Hayman, General Counsel
- 4. Emerging Issues and Other Business..... Chairperson
- 5. Agenda for Upcoming Committee Meeting (TBD).....Chairperson
- 6. Executive Session – To discuss legal, confidential and privileged matters pursuant to Sections 2-575 (b) (2) and (4) (A) and (B) of the D.C. Official Code
- 7. Adjournment.....Chairperson

Follow-up Items:

[Response to Inquiries Regarding DC Water Hiring Initiative](#) (Katrina Wiggins, Chief of Staff, memorandum enclosed)



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

EMPLOYMENT PROGRAMS UPDATE

Presented to the

Governance Committee

Ellen Boardman, Chairperson

Wednesday, September 10, 2014



Pilot Summary

Workforce Hiring Pilot Program Initiative Summary

- 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



Pilot Summary – Fort Myer

Contract No.: 100090

Contract Title: Bryant Street Pumping Station Discharge Piping Replacement

Contractor: Fort Myer Construction

Contract Execution Date: September 7, 2012

Pilot Start Date: October 28, 2013

Contract Complete Date: January 11, 2016

Total Pilot Training Hours: 4,600

Training Hours to date: 2004.5

Total Training Program Budget: \$161,000

Training paid to date: \$70,157

WFH Incentive paid to date: \$9,378



Pilot Summary – Fort Myer

A site visit was conducted on May 9 with the Trainees at which time we learned the trainees were not aware of the specified training requirements as part of the pilot. They were receiving classroom training however, the hands-on was limited. As a result, there was a meeting on July 23, 2014 with the Supervisor, to discuss the ongoing training expectations and to ensure the training requirements were being met.

At the meeting it was discovered that the trainees are attending required training classes however, the certificates were not being submitted to DC Water. In addition, the trainees were receiving more hands on, however the weekly submittal sheets do not reflect the detail of the actual work being performed.

As a remedy, the Administrative Coordinator will submit the classroom training schedule and the curriculum prior to the class start and submit the certificate of completion upon the end of the class. Also the Foreman has been asked to keep a daily diary and to transfer the activities to the weekly submittal sheet.

Also, some of the classes required were provided already by the Union. The certificates/cards were submitted as proof. Fort Myer will either substitute those already taken classes or provide a refresher, if deemed necessary.



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

Pilot Summary – Fort Myer

Workforce Hiring Pilot

DC Resident Hiring Percentage at Pilot Start: 11.6%

DC Resident Hiring Percentage as of July 31, 2014: 33.50%

DC Resident Hiring Incentive Cap: \$100,000.00



Pilot Summary – Capitol Paving

Contract No.: 120080

Contract Title: Small Diameter Water Main Replacement 8

Contractor: Capitol Paving

Contract Execution Date: March 19, 2013

Pilot Start Date: October 28, 2013

Contract Complete Date: April 15, 2015

Total Pilot Training Hours: 4,600

Training Hours to date: 1166

Total Training Program Budget: \$161,000

Training paid to date: \$40,810

Hiring incentive paid to date: \$20,177



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

Pilot Summary – Capitol Paving

A site visit was conducted on May 9 with the Trainees at which time we learned the trainees were not aware of the specified training requirements as part of the pilot. They were receiving classroom training however, the hands- on was limited. As a result, there was a meeting on August 5, 2014 with the Contractor to discuss the ongoing training expectations and to ensure the training requirements were being met.

As with Fort Myer, the trainees are attending the required classes, however there is the issue of not submitting the class training documents. Also, as a remedy for Capitol, we have made the same request.



Workforce Hiring Pilot Incentive

DC Resident Hiring Percentage at Pilot Start: 30.14%

DC Resident Hiring Percentage as of July 12, 2014: 26.91%

DC Resident Hiring Incentive Cap: \$250,000.00



Summary to date

Both projects will end without spending all of the hiring funds. Both contractors have expressed interest in continuing the training program either with more trainees or continuing the current program by using the remaining funds from the hiring pilot.

Will use data to evaluate the pilot programs at the end of the contract.



Green Jobs Program Update

DC Greenroof's – Fort Reno 8-weeks

The DCG Growing Futures program will use a two-tiered approach with regards to the training of participants in area of green roof maintenance. The first tier will consist of understanding concepts through traditional classroom learning using a blend of traditional lecture styles and visual aid. The second tier will be taking that knowledge out to the field to be applied kinesthetically so that the participant may develop a real world knowledge of the craft.

Total budget for 2014 training = \$49,926
DC Water Contribution = \$26,221



Pilot Summary – DC Greenroofs Project

- 10 Trainees (2 drop outs)
- 8 Graduates
- 3 Employed Furbish Company
- 2 Other Employment (unrelated to program)
- 3 DC Greenwork funding issues (due to non-receipt of grants – no operating funds)
- Outcome / Next Steps - TBD



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

FY 2014 DC Water Goods and Services Employment Data

(Goods and Services Contracts: Agreements whereby a contractor/consultant supplies a good (tangible product) time, effort, and/or expertise)



FY 2014 DC Water Goods and Services Employment Data

(e.g., outside contractors, janitorial services, security and fleet services excluding professional services, legal, financial & AE)

- There are 473 job positions on the Goods and Service contracts.
 - 269 positions (57%) are filled by residents within DC Water’s User Jurisdiction.
 - 114 positions (24%) are filled by District of Columbia residents.

Table 1: Number of Goods and Service Contract Positions

	# of Positions	%
Total	473	
➤ User Jurisdiction	269	57%
○ DC	114	24%
○ PGC	114	24%
○ MC	18	4%
○ FC	23	5%
○ LC	2	.2%
➤ Other MD	84	18%
➤ Other VA	63	14%
➤ Outside DC, MD, VA	57	12%



FY 2014 DC Water Goods and Services Employment Data

There were 40 new hires on Goods and Service contracts in FY 14.

- New Hires worked 17k hours.
- 33 (83%) of the new hires are residents of DC Water’s User Jurisdiction.
 - 16 were District of Columbia residents (40%)

Table 4: FY 2014 New Hires

	Number of New Hires
➤ User Jurisdiction	33
○ DC	16
○ PGC	14
○ MC	1
○ FC	1
○ LC	1
➤ Outside User Jurisdiction	7



FY 2014 to Date DC Water Major Project Contractors

(e.g., Clean Rivers, Enhanced Nitrogen Removal, Tunnel Dewatering Pump Stations and Biosolids Management)

	# of Positions	%
Total	2200	
➤ User Jurisdiction	952	43.3%
○ DC	208	9.4%
○ PGC	332	15.1%
○ MC	131	6.0%
○ FC	206	9.4%
○ LC	75	3.4%
➤ Outside DC, MD, VA	1248	56.7%



FY 2014 DC Water Non Major Construction Employment Data

- There are 3,158 job positions on the Non Major Construction contracts.
 - 2,135 positions (67%) are filled by residents within DC Water’s User Jurisdiction.
 - 433 positions (13.7%) are filled by District of Columbia residents.

Table 1: Number of Goods and Service Contract Positions

	# of Positions	%
Total	3,158	
➤ User Jurisdiction	2,135	67.6%
○ DC	433	13.7%
○ PGC	927	29.4%
○ MC	215	6.8%
○ FC	546	17.3%
○ LC	14	.4%
➤ Other MD	431	13.6%
➤ Other VA	345	10.9%
➤ Outside DC, MD, VA	247	7.8%



DC Water Works New Hires (Through Opportunity Centers)

	Contractor	Positions Hired	Resident Location	New Hires Reported
July 9, 2014 thru August 2014	Mobile Dredging & Pumping	Vac Truck Operator Skilled Laborer	(1) DC - Ward 6 (1) DC - Ward 8	2
	Ulliman Schutte	Skilled Laborer	(1) DC - Ward 8	1
	Romeo Tango Enterprises	Short Order Cook	(1) DC - Ward 6	1
	Bulldog Trucking	CDL Class A Driver	(1) Other	1
	Chaney Enterprises	CDL Class B Driver	(1) DC - Ward 5	1
	Total New Hires Reported			
2014 Total New Hires - TO DATE				18



FY 2014 Procurement Results- MBE/WBE Participation

ACTIVE CONSTRUCTION CONTRACTS

“CURRENT MBE/WBE PARTICIPATION FROM NOTICE TO PROCEED TO THE PRESENT”

DC WATER’s EPA APPROVED FAIRSHARE OBJECTIVE GOAL OF 32% MBE AND 6% WBE

- Summary Consist of 26 Active Construction Contracts
- Currently the overall combined fairshare achievement is 37% MBE and 6%WBE

New Construction Contracts Awarded in FY 2014

As of August 31, 2014, DC Water awarded eight (8) contracts with MBE/WBE Utilization requirements.

- Total value of the awards: \$147,410,346.00
 - Total MBE participation is \$72,143,791.29 (48.94%).
 - Total WBE participation is \$11,251,384.12 (7.63%)

Total Booked Awards	\$147,410,346.00
Total Number of Awards	8
Total MBE Participation	\$72,143,791.29
Number of MBE firms	37
This includes three (3) MBE Prime Contractors	
Total WBE Participation	\$11,251,384.12
Number of WBE firms	16



SUMMARY OF LEGAL ANALYSIS REGARDING L.S. CALDWELL & ASSOCIATES' DC WATER INVESTIGATIONS

Thomas J. Flaherty, Esq.
Alexandra M. Romero, Esq.
Littler Mendelson, PC

September 10, 2014



Today's Agenda

- ❑ Investigation History
- ❑ Summary of Littler's Investigative Review Process
- ❑ Allegations and Resolutions
- ❑ Questions and Answers

Investigation History

- **August 2012:** Initial wage investigation initiated regarding potential employee issues on ENR-1C Project.
- **December 2012:** The Matea Group (“TMG”) first contacts DETS regarding potential employee issues on several major project sites.
- **April 2013:** Compliance investigator makes first restitution payment to subcontractor employees on ENR-1C Project.
- **September 2013:** TMG emails Councilmember Mary Cheh regarding potential employee issues on ENR-1C, ENR-2C, and MPT Projects.
- **October 2013:** Compliance Investigator begins investigations of additional allegations regarding prevailing wage payments, safety compliance, and misappropriation.
- **November 2013:** Congresswoman Eleanor Holmes Norton contacts General Manager George Hawkins regarding TMG’s letter.
- **July 2014:** Compliance investigator presents its findings and conclusions to Governance Committee of DC Water Board of Directors.
- **August 2014:** Littler Mendelson reviews compliance investigator’s findings and conclusions.

Littler's Investigative Review Process

- Review of Davis Bacon Act (“DBA”) statute, regulations, and guidance from the Department of Labor (“DoL”).
- Review of contracts and safety programs.
- Review of subcontractor apprenticeship agreements and programs.
- Review of OSHA regulations and DOL guidance.
- Review of compliance investigation materials and documentation.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
1	Claim by TMG & Ironworkers Movement for Justice (“IWMJ”) that Collins Reinforcing Inc. (“CRI”) not paying employees Davis Bacon Prevailing Wages on Enhanced Nitrogen Removal 1C (“ENR-1C”) Project.	Investigation confirmed CRI did not pay the correct prevailing wage and did not use the correct Journeyman/Apprentice ratio. <ul style="list-style-type: none"> ▪ 36 employees owed a total restitution of \$425,111.15. ▪ Restitution paid on April 26, 2013. 	DBA claim supported by the evidence and restitution paid.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
2	Claim by TMG & IWMJ that approximately \$70,000 in wage payments owed by CRI to subcontractor employees on Main Process Train (“MPT”) Project.	<ul style="list-style-type: none"> ▪ CRI did not follow the proper Journeyman to Apprentice ratio as outlined in its approved NC State apprenticeship program. ▪ Total restitution of \$36,477.87 distributed to affected workers on January 24, 2014. 	DBA claim partially supported by evidence; restitution paid.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
3	Claim by TMG & IWMJ that Lyn-Phill Construction (“LPC”) workers not being paid correct DBA prevailing wages.	<p>Investigation confirmed prevailing wage rate for laborers on certified payroll (CP) was incorrect.</p> <ul style="list-style-type: none"> ▪ Lyn-Phill Construction (LPC) agreed with restitution. ▪ LPC mailed certified letters to seven employees regarding restitution owed. ▪ On April 23, 2014 three employees responded and received checks. ▪ Lyn-Phill Construction (“LPC”) continues to contact remaining four employees to pick up their checks. 	Incorrect DBA rate substantiated; restitution in progress.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
4	LPC forced employees on MPT Project to work without minimum level of safety required by OSHA.	Not Substantiated.	Insufficient detail or evidence to support allegation.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
5	CRI employees on ENR-1C Project were forced to work without the minimum level of safety required by OSHA.	Not Substantiated.	Insufficient detail or evidence to support allegation.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
6	Dominion Rebar LLC (“Dominion”) employees on Enhanced Nitrogen Removal 2C (“ENR-2C”) Project not being paid DBA prevailing wages.	Not Substantiated.	The investigator drew a reasonable inference from the evidence.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
7	A Dominion worker on the ENR-2C contract allegedly being paid ten dollars (\$10.00) per hour less than federally required minimum wage for construction projects.	Not Substantiated.	The investigator drew a reasonable inference from the evidence. See #6.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
8	Company owner forced Dominion employees to take prime contractor Ulliman Schutte Construction's ("USC") steel from DC Water site.	Not Substantiated.	The allegation is not supported by the evidence.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
9	Claim by TMG and IWMJ that Dominion workers on the ENR-2C Project were being paid 60% less than the federally mandated minimum wage for construction projects.	Not Substantiated.	The investigator drew a reasonable inference from the evidence. See #6.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
10	TMG email: Dominion Rebar LLC (“Dominion”) didn’t provide drinking water.	Not Substantiated.	The allegation is not corroborated by other evidence.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
11	Dominion Employees on ENR-2C Project were never offered OSHA safety training.	Not Substantiated.	Insufficient evidence to support the allegation.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
12	TMG email: Dominion Workers on ENR-2C Project were exposed to dangerous heat conditions without adequate hydration and had to handle and stand upon steel rods in the rain and lightning.	Not Substantiated.	The allegation is not corroborated by other evidence.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
13	An employee on the ENR-2C Project alleges he was never paid the hours he took off from work to go to the dentist for a tooth lost at the job site.	Not Substantiated.	Allegation unsupported by the evidence.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
14	Laborer allegedly hit in mouth by a rod & not given time off for medical treatment. The accident was allegedly never reported to OSHA or Workers' Compensation.	Not Substantiated.	Allegation substantiated, but no legal duty to report.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
15	Foreman arrived drunk to the job site and built a wall, which then collapsed because it was not properly built. Workers also alleged gross negligence and mismanagement.	Not Substantiated.	Evidence of events inconclusive; reasonable preventive measures taken.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
16	<ul style="list-style-type: none"> ▪ Some of the chokers at the ENR-2C worksite did not work properly and weren't properly labeled. ▪ The foreman didn't want employees on the ENR-2C Project to use the double-steel cable in the upper parts of the columns. 	Not Substantiated.	The allegation is not substantiated.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
17	Dominion Employees were allegedly forced to work without the minimum level of safety required by OSHA.	Not Substantiated.	Insufficient detail or evidence to support allegation.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
18	<ul style="list-style-type: none">▪ LPC cut the hourly rates of workers that needed to go to school.▪ LPC forced workers to sign paperwork only in English & threatened to fire them if they refused.	Not Substantiated.	The DBA claim is not substantiated.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
19	<p>Safety protocols were often ignored.</p> <ul style="list-style-type: none">▪ An employee on the FDF2 Project reported that he saw a worker supposedly giving hand signals to a crane, but was actually dancing.	Not Substantiated.	The allegation is not substantiated.

Allegations and Resolutions

#	Allegation	LSC Resolution	Legal Review
20	<p>Foreman ordered worker to stop working due to rainstorm, but required him to stay on site.</p> <ul style="list-style-type: none"> ▪ Employer docked pay for the time spent not working with tools onsite. 	Not Substantiated.	Insufficient detail or evidence to support allegation.

Thank you!

□ Any Questions?





DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 5000 OVERLOOK AVENUE, SW | WASHINGTON, DC 20032

Office of the General Counsel

MEMORANDUM

DATE: September 3, 2014

TO: Ellen Boardman, Chairperson
and Members of the Governance Committee

FROM: Randy Hayman *RH*
General Counsel

RE: Responses to Chairperson Boardman Queries
Regarding DC Water Hiring Initiative

The attached document provides responses to inquiries raised by Ellen Boardman, Chairperson of the Governance Committee in an email dated July 6, 2014 to Randy Hayman. Please contact me should you have any questions regarding these responses.

Attachment

c: All Members of the DC Water Board of Directors
George S. Hawkins, General Manager
Katrina J. Wiggins, Chief of Staff

Governance Committee - Follow-up Items: Response to Inquiries Regarding DC Water Hiring Initiative

NO.	QUESTIONS	RESPONSES	ATTACHMENT	NOTES
1.	<i>Is there a formal description of the Program including when it started and what the data tracking requirements are for the contractors?</i>	Yes, the Program started in May 2013. Refer to two Attachments. A BOD power point presentation and a written program synopsis.	No. 1 and No. 2	
2.	<i>Which of DC Water contractors are counted in compiling the statistics that are provided to the Committee? How is the decision made on which contractors are included and which are not?</i>	<p>Currently, we track all major project contracts as stipulated by the former Chairperson and Governance Committee. In accord with DC Water Works!, we track employment on all contractors with contracts over \$300K.</p> <p>We recently began adding goods and services contracts in accord with the Interim Program requirements of those over \$300K with some exceptions.</p>		
3a.	<i>Is there language in each contractor's contract with DC Water requiring that it participate in DC Water Works program?</i>	Yes, for all contracts entered into after the implementation of the DC Water Works! program.(9/16/13)	No. 3	
3b.	<i>What's the consequence of not complying?</i>	All have complied with contractual requirements.		
3c.	<i>There was some comment at the last Governance Committee meeting that some contractors weren't complying with record-keeping/tracking obligations. What were the obligations with which the contractors were not complying?</i>	The contractors whom we spoke of that were not reporting were contracted prior to the DC Water Works! program was approved and are not contractually required to report online.		
3d.	<i>What's the consequence to the contractors?</i>	See 3b and 3f.		
3e.	<i>Is compliance tracked and accounted for in bidding (for subsequent contracts or extensions)?</i>	See 3f.		
3f.	<i>Is it weighed in the determination of a responsible bidder?</i>	Yes.		

Governance Committee - Follow-up Items: Response to Inquiries Regarding DC Water Hiring Initiative

NO.	QUESTIONS	RESPONSES	ATTACHMENT	NOTES
4.	<i>Do you have a listing of all contractors whose employee hiring has been tracked since the start of the program? If so, may I have that list along with a brief description of the services provided by the contractor?</i>	Yes	No. 4	
5.	<i>What positions are "counted"? All positions of the included contractors or just those positions that the contractor is expected to hire on DC Water projects?</i>	All DC Water major project contractors are required to submit data for DC Water project employees.		
6a.	<i>Rachna observed at the last Governance Committee meeting that it seemed that only one contractor on the list (Ulliman Schutte) was hiring. She raised the good question of whether these other employers are just posting jobs but not really interviewing and are not genuinely attempting to hire.</i>	All contractors under Major Projects are participating. Attachment 5 lists contractors that are/have hired that were reported at Board meetings.	No. 5	
6b.	<i>As for Ulliman Schutte, are the positions it is hiring skilled or non-skilled?</i>	Ulliman Schutte has hired both.		
7a.	<i>Why are DC residents who were referred to a contractor from a labor union not counted in the DC resident count?</i>	If "reporting" is a contract obligation they are included. However, not all contractors are required to report. See 3a and 3c.		
7b.	<i>Even if those numbers are not included in the statistics provided to the Committee, are those numbers tracked by the contractor?</i>	See 7a.		
7c.	<i>Are they available to DC Water?</i>	Yes. To the extent that even contractors without contract obligations to report are reporting.		
8.	<i>Is it possible for me to get a low-key tour of a satellite center and to stay for a few hours and observe? I would not be intrusive (and would not want to take up</i>	Of course, It is also a good idea to visit the Opportunity Center at Blue Plains.		

Governance Committee - Follow-up Items: Response to Inquiries Regarding DC Water Hiring Initiative

NO.	QUESTIONS	RESPONSES	ATTACHMENT	NOTES
	<i>DC Water resources having to stay with me) but I'm interested in seeing for myself how the program actually works. Thoughts on how we can accomplish that?</i>			
9a.	<i>What's DC Water's protocol for getting the word out to local residents to come to the hiring centers?</i>	<p>In addition to the resource organizational listings:</p> <ul style="list-style-type: none"> . Participation in DC Water Satellite Center (Greater Washington Urban League and Anacostia Economic Development Center) activities. . All pre-bid conferences and DETS Outreach activities. . DC Water Compliance Officers select local organizations and attend monthly meetings where DC Water's Job Centers are actively marketed. . Public Relations consultants at Clean Rivers attend neighborhood ANC meetings where Job Center data is requested and provided. 		
9b.	<i>Do we have a list of community contacts we regularly reach out to? If so, who are they and how frequently do we do the outreach?</i>	<p>Yes, we have a list of 63 construction and construction related organizations that we submit employment opportunities to on a weekly basis. Attached is our Resource Book (No. 6), a copy of our Weekly Employment Listing (no. 7) emailed to them and our Weekly Bulletin (no. 8) emailed to contractors..</p>	No. 6, No. 7, No. 8.	
10.	<i>I'd like some more information about the Hiring Task Force that was reported on at the May Governance meeting. Was a report generated? If so, will the Governance Committee receive a copy?</i>	<p>A final report will be generated upon the completion of draft recommendations for a Permanent Employment Program. Attached is a list of Advisory Task Force Committee members.</p>	No. 9	



DC WATER INTERIM EMPLOYMENT PROGRAM

Historical Background Executive Summary

Throughout the past decade, the United States experienced a decline in economic growth. That decline hit businesses nationwide. Five years ago, after significant federal intervention with stimulus programs, the country began to rebound. That rebound has occurred on the East Coast within the Washington metropolitan statistical area however it has been traumatically slower for the District of Columbia.

In March 2012, the US Bureau of Labor Statistics reported that unemployment in the United States was at 8.4%. By March 2013 there was a decrease of -0.8% and the national unemployment had improved to 7.6%. For the same periods, in 2012 the District of Columbia's unemployment was 9.5% with a -1.2% decrease in 2013 to 8.3%. While this was encouraging news for the District, it still meant that the District's unemployment continued to be higher than the national average and a significant number of DC residents continued to be unemployed. High unemployment for such a large number of District residents has an extremely negative economic impact on the city. It causes public sentiment to look for government intervention to solve high unemployment and places a significant amount of pressure on the District's largest employers to hire local residents.

For DC Water, hiring District residents is a policy imperative however 100% District hiring is not a practicality. DC Water is comprised of a Board of Directors that represents rate payers from User Jurisdictions inclusive of not only the District of Columbia but Montgomery, Loudon, Fairfax and Prince George's Counties. Board members representing these jurisdictions are also concerned and desirous of a fair share of jobs and contract opportunities for their constituents.

DC Water has embarked on a Capital Improvement Program (CIP) that will span the next ten (10) years at a cost of over eight billion dollars (\$8 BL). Although the CIP has a need to hire construction trades, the majority of employment opportunities are for specific and/or experienced skilled tradespersons, many with backgrounds in water/sewer work.

Understanding the litany of employment issues, DC Water's Department of Technical and Engineering Services (DETS) embarked on an aggressive employment program nearly two (2)

years ago to begin to address increasing employment for local residents from all User Jurisdictions, with a targeted emphasis on the District of Columbia.

At DC Water's direction, a Contracting and Employment Compliance Plan was developed. The Plan began with implementing a massive data collection of contracting and employment information to begin to analyze CIP employment trends. A secure online program was implemented for contracting and employment and the first organized collection of in-depth employment statistics began, outside of the basic yet sporadic data collected by DC Department of Employment Services. Data is now required to be collected from all Primes, first and second tier firms. The following is a synopsis of existing efforts developed and implemented over the past twenty four (24) months, aimed at increasing local employment.

- The first employment report was given to the Governance Committee in July 2012. Employment reports were generated monthly with the Department of Engineering and Technical Assistance (DETs) M/WBE full Contracting and Employment Compliance Updates.
- August 2012 – Survey sent to all Major Project contractors to determine current and projected employment needs.
October 2012 – Employment survey assessment completed. Employment reports have been revised several times to accommodate additional data requested by Governance Committee members.
- January 2012 - First DC Water Employment Forum on “How best to hire DC residents for construction and related work”, hosted by Gus Bass (DETS) and DC Councilmember Marion Barry was held on January 2012.
- March 2012 – Major Project Compliance Officers began planned implementation educating contractors on collection and submission of employment data.
- December 11, 2013 - Opened DC Water “Opportunity Center Trailer” aka DC Water Works Employment Center to provide an onsite interview location, act as a central repository to receive and share resumes/applications and employment opportunities.
- January 2013 - Opportunity Center held their first Open House to contractors and subcontractors.
- February 2013 – The Opportunity Center began sending weekly bulletins to major project contractors encouraging the use of the Center and it's employment resources.
- The Center began holding Contractor Roundtables at the Center to reinforce the role of the Center to assist in finding/placing skilled and unskilled residents on open positions.
- March 13, 2013 - Second Employment Forum “Bridging the Skills Gap” with guest panel members: Allie Bird and Mustafa Abdul-Salaam from Ward 8 Economic Development Council which has an organizational membership of fifty plus (50+) training resources, Brenda Richardson DC Water Board member and twenty (27) organizations that were in attendance to 1) initiate a collaboration with DC Water 2) begin to refer their graduates and training program participants for DC Water employment opportunities and 3) for DC Water to begin sending employment opportunities weekly to all resources.
- At the March 13, 2013 Governance Committee meeting, recommendations were made and accepted for general policy standards that would direct the development of an Interim Employment Program to provide time to develop a robust Permanent Program.
- April 2013 - The Center began sending weekly open employment opportunities to all 47 employment resource providers in the Center database.

- DC Water's Employment Champion, Katrina Wiggins Chairs an Employment Task Force with Co-Chair Gus Bass. Together they led a group of experts represented by DC Water's Procurement, General Council and the General Manager's Office, Major Project Compliance Officers and Contractors.

The results of work over the past four (4) months culminated in the following recommendations for DC Water's Interim Employment Program.

Table of Contents

- I. Interim Employment Policy
- II. Program elements
 - Period of program
 - Employment requirements
 - Hiring
 - Apprenticeship
 - Exemptions
- III. Online reporting system implementation
 - Sample system
 - Data collection
- IV. Interim Contract language
- V. Employment Initiative Task Force
 - Team Roster
 - Weekly Team Agenda
 - Meeting Minutes (3/14/conference call first meeting)

I. INTERIM EMPLOYMENT POLICIES

Employment policy standards were established for presentation to the Governance Committee on Wednesday, March 13, 2013.

1. For existing contracts, DC Water will continue using District of Columbia Department of Employment Services (DC DOES) existing First Source Employment Agreement (FSEA) and Apprenticeship Program, for contract duration.
2. New contracts awarded prior to May 15, 2013 will continue to use existing FSEAs.
3. New contracts, awarded after May 15, 2013 will use the new Interim Employment Program for 12 months. Note: Additional time may be needed to include beta testing.
4. New contract language will be inserted in all contracts executed after May 15, 2013 requiring use of Interim SP. The SP provides specific requirements which state that contractors to agree to collect and submit employment statistics previously provided in DOES FSEA and additional employment data or employment programs as required that may result from implementation of the Interim and/or Permanent Contractor Employment Programs.
5. LSC's existing online employment reporting system (consisting of data collections/analysis) to be used on all contracts.

II. PROGRAM ELEMENTS

1. The Interim Employment Program will commence from the date approved by the Board of Directors. The goal is to end the Interim Program approximately one year from its initiation, when the Permanent Employment Program is developed, implemented and becomes operational.
2. Those projects that currently operate under the First Source Employment Agreement and apprenticeship requirements will continue to do so. Refer to No. I., Interim Employment Policies.
3. Projects beginning after May 15th will incorporate new Interim SP Employment requirements.
4. Those projects are awarded during the Interim Employment Program with the new Interim SP requirements will continue to operate those aspects of the Program that are incorporated into the Permanent Employment Program.
5. The Interim Program will require trade contractors to operate a bona fide apprenticeship program that has been approved by a state agency authorized to do so, in accordance with Department of Labor regulations, and provide copy of the program to DC Water.
6. Prime construction and service contractors and construction and service subcontractors will not sign on to the First Source Employment Agreement once the Interim Employment Program is approved. Instead prime contractors must commit to:
 - a. Actively soliciting participation from first and second tier subcontractors meeting program inclusion thresholds, and assisting the associated project compliance officer with monitoring activities.
 - b. Monthly reporting of personnel working on the project, regardless of location, to include providing name, last four digits of Social Security number, city, state, and zip code.
 - c. Identifying each project employee's designation as Professional, Management, Labor Apprentice or Labor Journeyman as defined by the Committee.
 - d. Submitting personnel reporting that shows on a monthly basis if the company employees are actively working on the project, newly transferred to the project from another company project, a new hire, or terminated from the company.
 - e. Flowing down contract provisions that ensure first and second tier trade or service contractors meeting the program inclusion thresholds are aware of their responsibilities under the Program.

7. The DC Water Opportunity Center will continue to be available as a place for prime and subcontractors to meet and screen potential employees, advertise for upcoming jobs, etc.
8. The Interim Employment Program will incorporate employment from all User Jurisdictions (District of Columbia, Prince Georges and Montgomery Counties in Maryland, and Fairfax and Loudoun Counties in Virginia).
9. Employment program participation and reporting will be required of all prime contractors, and first and second tier trade and service contractors awarded contracts greater than or equal to \$300,000.
10. Certain types of DC Water contracts will be exempt from inclusion in the employment program:
 - a. Benefits/insurance service contracts
 - b. Financial services contracts
 - c. Legal services contracts
 - d. Small purchases (\$5,000--\$100,000; less than 1 year) or micro purchases (\leq \$5,000; one time purchase)
11. An electronic data collection system identified by DC Water will be utilized during the Interim Program.
12. The weekly AON ROCIP reports, which list contractors by tier level participating in DC Water's liability insurance program on construction contracts, and the Contracting Plan provided by service contractors, will be used as the base documents to ensure capturing 1st and 2nd tier subcontractors meeting the inclusion threshold.
13. Solicitation documents for services, construction and design build contracts will include the requirement for prime contractors to flow down the employment program to 1st and 2nd tier contractors. Each participating company will designate an individual(s) within its organization who will input data into the electronic data collection system.
14. Solicitation documents will enlarge the scope of work for the M/WBE coordinator position to include employment responsibilities.
15. DC Water IT will monitor the parameters of any proposed data collection system for the Permanent Employment Program to ensure design compatibility with in-house systems.

III. Online reporting system Implementation

LSC Online Document Manager

The LSC Compliance Online Reporting (CÔR) System offers contractors an easy, cost effective tool for monthly compliance reporting. Gone are the days of completing paper reports by hand; scanning and emailing or faxing monthly reports to Project Compliance Officers (CO). Contractors agree the ease of reporting allows them to spend less time completing reports—mere minutes each month. The LSC Reporting System is wonderfully efficient for the contractor as well as the CO. The CO spends less time manually inspecting and analyzing the data because the automated LSC Reporting System produces accurate reports.

The LSC Reporting System is a web-based automated structure that offers paperless reporting. The System does not require users to download any software programs in order to use the system. The only requirement is to have the latest versions of Internet Explorer, Google Chrome or Firefox. LSC's capable and experienced in-house technical staff and Systems Engineers provide assistance to our client-users by email and telephone during regular business hours.

DC Water Executive Briefings

DC Water Program Management Training

Subcontractor Training

With minimal training and with proper web browser use, CÔR can be mastered with no more than a one and a half hour (1.5) online report training session. LSC offers various Employment Report Training Modules in addition to automated report systems training. There is no need to leave your office or any desired location where there is a fully operational computer with connections to the internet.

Module Training includes:

- Personnel data
- Davis Bacon wage rates
- Compliance and Report Training. This Session requires approximately two (2) to two and one-half (2.5) hours to complete.

LSC will provide training twice monthly to all new contractors as well as those requiring refresher training. Training sessions can be provided in various formats to include webinars or live training sessions either at the project site or at the DC Water Works Job Center.

***IV. Interim Contract language
(Revised SP [Special Provisions] Contract Requirements)***

The following are excerpts from sections of DC Water's Contract requirements that require suggested modifications to reflect the Interim Employment Program.

ARTICLE 13 BIDDER'S QUALIFICATION AND FINANCING DOCUMENTATION

§ 13.1 Each Bidder shall submit on the AGC Standard Form No. 717E, "**Standard Questionnaires and Financial Statement for Bidders**", his experience record in the constructing the type of improvements embraced in the Contract Documents, and his organization and equipment available for the work contemplated and when specifically requested, a detailed financial statement for his most recently completed fiscal year. This form must be notarized and is available from the Associated General Contractors of American, Inc. The following additional information shall be provided:

ARTICLE 16 DC RESIDENT HIRING GOALS AT THE WORKS: A LOCAL HIRING INITIATIVE

§ 16.1 The Contractor must comply with Mayor's Order 92-138 effective November 12, 1992, including signing and submitting a First Source Employment Agreement. Failure to sign and submit the First Source Employment Agreement, included as a part of the bid, may render the bid non-responsible. In addition, the Contractor must submit a signed "Assurance of Compliance" With Mayor's Order 92-138 as part of the bid, to be considered responsible. The Contractor, each first and second tier construction subcontractor with a contract over \$100,000, and each first and second tier professional services subcontractor with a contract over \$25,000/100,000 must participate in the Authority's Local Hiring Initiative. The Initiative shall include weekly certified payroll reports and monthly collection of employment statistics. Every Contractor, first and second tier subcontractor with a contract over \$100,000 must have an Apprenticeship Program as approved by their home state and provide report data to DC Water and/or their representative as requested. This includes, but may not be limited to specific information about project employees as well as apprenticeship program statistics.

§ 16.2 The District of Columbia Department of Employment Services (DOES) employment requirements shall flow down to all contractors, at any tier, meeting the inclusion thresholds. Additionally, collection of DC Water Employment Reports that reflect statistical data shall flow down to all contractors, at any tier, working on the project. Employment data will be collected through an automated online reporting system. The Contractor and its first and second tier subcontractors meeting the inclusion thresholds for construction or professional services shall submit a project personnel roster that identifies each employee working on the project, whether onsite or offsite, by city and state of residence. Each employee must also be designated by one of a minimum of four general labor classifications, to be determined by DC Water,

§ 16.3 Each construction trade contractor with a contract over \$100,000 at any tier shall complete a DOES FSEA with employment plan, which will be submitted by DC Water to DC DOES. DOES will follow up with contractors and it then becomes the responsibility of each contractor to submit FSEA data as required and adhere to DOES employment program requirements. The Contractor shall provide an Employment Plan (see Section

00 45 20) thirty (30) days after contract award. Each construction subcontractor with a contract over \$300,000 shall provide an Employment Plan with the submission of the Subcontract Approval Request by the prime contractor. The Employment Plan will list names and zip codes of each employee anticipated to work on the project, all new jobs anticipated as a result of the project, and the projected salary range and hiring dates for each position and anticipated position. Contractors shall provide a quarterly update of the Employment Plan to DC Water, and make it available to the DC Water Opportunity Center to the maximum extent practical.

OR [SELECT THE TEXT APPROPRIATE FOR YOUR PROJECT AND THEN DELETE THE TEXT THAT DOES NOT APPLY TO YOUR PROJECT]

§ 16.3 Each service contractor with a contract over \$300,000 shall provide an Employment Plan (see Section 00 45 20) with the submission of its Contracting Plan. The Employment Plan will list new jobs anticipated as a result of the project, and the projected salary range and hiring dates for each anticipated position. Contractors will provide a quarterly update of the Employment Plan to DC Water for the use of the DC Water Opportunity Center to the maximum extent practical.

§ 16.44 Each construction trade Contractor or subcontractor performing apprentice-able trades, with a contract over \$500,000 at any time shall operate an apprenticeship program in accordance with the requirements of the state in which its principal place of business is located. The ratio of apprentices to journeymen shall be no less than 1 apprentice to 3 journeymen. Contractors shall make a copy of their program available upon request, along with related materials, as necessary. Program operation may be audited at any time by individuals authorized by DC Water.

register an acceptable apprenticeship program with the District of Columbia Apprentices Council, adhere to apprentices standards as approved and assume responsibility for following DOES Apprenticeship program laws.

§ 16.55 Contractors will agree to provide additional minimum statistical employment data, as required by DC Water, on a monthly basis. Data may reasonably be requested for presentation in DC Water's Employment Report to the Board of Directors and others' Governance Committee on a periodic basis at no additional cost to the project.

§ 16.66 The Contractor shall ensure this requirement is included in its first tier subcontracts and that the requirement flows down to second tier subcontractors. The Mayor's Order requires adherence to the following objectives:

§ 16.6.1 At least fifty-one percent (51%) of new hires must be residents of the District of Columbia, preferably referred from the District of Columbia, Department of Employment Services.

§ 16.6.2 At least fifty-one percent (51%) of all apprentices employed shall be residents of the District of Columbia, registered in programs approved by the D.C. Apprenticeship Council of the Department of Employment Services.

Any sub-agreement of a contractual nature shall contain the same basic goals and objectives for utilization of BONA FIDE residents of the District of Columbia in each project's labor force:

Failure to comply with the Mayor's Order 92-138 may subject a Contractor or potential Contractor to the sanctions prescribed by Section 5(b) of that order.

Under Section 5 (b) the following means of enforcement and sanctions, specifically hereby incorporated in this contract, shall be accorded and available to the District of Columbia at its sole discretion to bring about compliance with these requirements.

Considering a potential Contractor's commitment to these objectives as one of the factors pertaining to Contractor responsibility pursuant to 27 DCM 1540.1 and 27 DCM 2200, 220.

Taking into consideration a Contractor's compliance with the goals and objectives stated in 16.6.1 and 16.6.2 above, in determining whether it is in the District of Columbia's best interest to reduce retainage as permitted by Article 8, Standard Contract Provisions for use with specifications for District of Columbia Government Construction Project;

Invoking the termination provisions of the Standard Construction Provisions when there is a showing that the Contractor has not put forth a reasonable and good faith effort to comply with these goals and objectives as stated above;

Where appropriate, including the Contractor's level of compliance with these objectives as a factor to be considered in post-performance evaluations. (See 26 DCM 2600 et. seq., or any amendments thereto).

§ 16.6 Bidder shall comply with this provision by submitting with its Bid to DC Water a completed First Source Agreement (see Section 00 45 20)

ARTICLE 16 DC RESIDENT HIRING GOAL WATER WORKS LOCAL HIRING INITIATIVE

§ 16.1 The Contractor must comply with Mayor's Council Order effective November 12, 1992, including signing and submitting a First Source Employment Agreement. Failure to sign and submit the First Source Employment Agreement included as a part of the bid, may render the bid non-responsible. In addition, the Contractor must submit a signed "Assurance of Compliance" With Mayor's Order 92-100 as part of the bid, to be considered responsible. The Contractor, each first and second tier construction subcontractor with a contract over \$100,000, and each first and second tier professional services subcontractor with a contract over \$25,000 100,000 must participate in the Authority's Local Hiring Initiative. The Initiative shall include weekly certified payroll reports and monthly collection of employment statistics. Every Contractor, first and second tier subcontractor with a contract over \$500,000 must have an Apprenticeship Program as approved by their home state and provide report data to DC Water and/or their representative as requested. This data will include, but may not be limited to specific information about project employees as well as apprenticeship program statistics.

§ 16.2 The District of Columbia Department of Employment Services (DOES) employment requirements shall flow down to all contractors, at any tier, meeting the inclusion thresholds. Additionally, collection of DC Water Employment Reports that reflect statistical data shall flow down to all contractors, at any tier, working on the project. Employment data will be collected through an automated online reporting system. The Contractor and its first and second tier subcontractors meeting the inclusion thresholds for construction or professional services must submit a project personnel roster that identifies each employee working on the project, whether onsite or offsite, by city and state of residence. Each employee must also be designated by one of a minimum of four general labor classifications, to be determined by DC Water,

§ 16.3

§ 16.3 Each construction trade contractor with a contract over \$100,000 at any tier shall complete a DOES FSEA with employment plan, which will be submitted by DC Water to DC DOES. DOES will follow up with contractors and it then becomes the responsibility

of each contractor to submit FSEA data as required and adhere to DOES employment program requirements. The Contractor shall provide an Employment Plan (see Section 00 45 20) thirty (30) days after contract award. Each construction subcontractor with a contract over \$300,000 shall provide an Employment Plan with the submission of the Subcontract Approval Request by the prime contractor. The Employment Plan will list names and zip codes of each employee anticipated to work on the project, all new jobs anticipated as a result of the project and the projected salary range and hiring dates for each position and anticipated position. Contractors will provide a quarterly update of the Employment Plan to DC Water, and make use of the DC Water Opportunity Center to the maximum extent practical.

OR [SELECT THE TEXT APPROPRIATE FOR YOUR PROJECT AND THEN DELETE THE TEXT THAT DOES NOT APPLY TO YOUR PROJECT]

§ 16.3 Each service contractor with a contract over \$300,000 shall provide an Employment Plan (see Section 00 45 20) with the submission of its Contracting Plan. The Employment Plan will list new jobs anticipated as a result of the project, and the projected salary range and hiring dates for each anticipated position. Contractors will provide a quarterly update of the Employment Plan to DC Water, and make use of the DC Water Opportunity Center to the maximum extent practical.

§ 16.44 Each construction trade Contractor or subcontractor performing apprentice-able trades, with a contract over \$500,000 at any tier shall operate an apprenticeship program in accordance with the requirements of the state in which its principal place of business is located. The ratio of apprentice to journeymen shall be no less than 1 apprentice to 3 journeymen. Contractors shall make a copy of their program available upon request, along with related materials, as necessary. Program operation may be audited at any time by individuals authorized by DC Water.

register an acceptable apprenticeship program with the District of Columbia Apprentices Council, adhere to apprentices standards approved and assume responsibility for following DOES Apprenticeship program

§ 16.55 Contractors will agree to provide additional a minimum statistical employment data, as required by DC Water, on a monthly basis as may reasonably be requested for presentation in DC Water's Employment Report to the Board of Directors and others Governance Committee on a periodic basis at no additional cost to the project.

§ 16.66 **The Contractor shall ensure this requirement is included in its first tier subcontracts and that the requirement flows down to second tier subcontractors.** The Mayor's Order requires adherence to the following objectives:

§ 16.6.1 At least fifty-one percent (51%) of new hires must be residents of the District of Columbia, preferably referred from the District of Columbia, Department of Employment Services.

§ 16.6.2 At least fifty-one percent (51%) of all apprentices employed shall be residents of the District of Columbia, registered in programs approved by the D.C. Apprenticeship Council of the Department of Employment Services.

Any sub-agreement of a contractual nature shall contain the same basic goals and objectives for utilization of BONA FIDE residents of the District of Columbia in each project's labor force:

Failure to comply with the Mayor's Order 92-138 may subject a Contractor or potential Contractor to the sanctions prescribed by Section 5(b) of that order.

Under Section 5 (b) the following means of enforcement and sanctions, specifically hereby incorporated in this contract, shall be accorded and available to the District of Columbia at its sole discretion to bring about compliance with these requirements.

Considering a potential Contractor's compliance with these objectives as one of the factors pertaining to Contractor responsibility pursuant to 27 DCM 1540.1 and 27 DCM 2200, 220.

Taking into consideration a Contractor's compliance with the goals and objectives stated in 16.6.1 and 16.6.2 above, in determining whether it is in the District of Columbia's best interest to reduce retainage as permitted by Article 8, Standard Contract Provisions for use with specifications for District of Columbia Government Construction Project;

Invoking the termination provisions of the Standard Construction Provisions when there is a showing that the Contractor has not put forth a reasonable and good faith effort to comply with these goals and objectives and by,

Where appropriate, including the Contractor's level of compliance with these objectives as a factor to be considered in post-performance evaluations. (See 26 DCM 2600 et. seq., or any amendments thereto).

§ 16.6 Bidder shall comply with this provision by submitting with its Bid to DC Water a completed First Source Agreement (see Form on 00 45 20)

V. Employment Initiative Task Force

The Employment Initiative Task Force (EITF) was formed in February 2013. The EITF's Mission was to identify and determine formation of an Interim Employment Program.

To assure the EITF Mission was achieved leadership directed focus on the review and/or research of the following in employment-related items:

- ✓ Review existing DC Water employment policy standards impacting the expansion of new employment of residents residing in and around the User Jurisdictions and region,
- ✓ Review contracts operating with ratified First Source Employment Agreements (FSEA) and Apprentice Program compliance requirements under the District of Columbia (DC), Department of Employment Services (DOES) regulations,
- ✓ Determine the feasibility for revising contract language regarding employment and reporting requirements to use for new contract awards,
- ✓ Expanding employment reporting and requirements for hiring area residence beyond Major Projects to all DC Water contracts,
- ✓ Research and examine the US Department of Labor standards and regulations relating to the Davis Bacon Act to assure consistency with DC Water's employment program, and
- ✓ Evaluate the operation and impact of the DC Water Works Jobs Center to assure it remains compliant with DC Water employment standards as well as complementary to the achievement of employment goals.

The review of information that flowed from aforementioned pints-of-focus supported DC Water and Sewer Authority's (DC Water) commitment to expand and standardize employment practices embracing opportunities for community residents to be trained and achieve jobs affiliated with DC Water projects:

The Task Force under the leadership of the Employment Champion Katrina Wiggins, Chair and Co-Chair Gus Bass, met weekly to discuss the elements of an Interim Program, best practices for implementation and the effects of the Interim Program on DC Water operations, administratively, on major projects and other construction, goods and services contracts.

Aside from the capable leadership of Ms. Wiggins and Mr. Bass participants in the EITF were carefully selected to assure input from all sectors of DC Water contracting and administration.

The EITF participants included:

- ✓ General Manager Representation
- ✓ DC Water Procurement
- ✓ DC Water General Counsel
- ✓ DC Water Finance
- ✓ Major Projects Compliance Officers
- ✓ Major Projects Contractors

The EITF held eight (8) meetings beginning Thursday, March 14, 2013 through Thursday, May 23, 2013. All meetings were orderly and discourse was progressive. The Co-Chairs employed the spirit of Roberts Rules of Order to lend guidance and consistency for all members to follow.

**DC Water Interim Employment Program
May 2013**

Meeting agenda topics created opportunity to discuss and research items relative to but not limited to the following employment-related issues:

- ✓ Applicable DC Water Policy Standards
- ✓ Defining the Interim Employment Program
- ✓ Research and collection of data specifying the parameters of each operational DC Water contract
- ✓ Survey to accomplish an understanding and acknowledgement of Pros and Cons regarding the DOES, FSEA and Apprenticeship Program
- ✓ Online Reporting System Training to assure each EITF member understood the reporting requirement from the prospective of a user
- ✓ Consideration for Contracts to be included in the monthly reporting and data input referencing employment related activities
- ✓ Potential Contract Exemptions from Reporting Requirements
- ✓ Community Impact and Inclusion
- ✓ Creation of Program Champions, Internal and External Stakeholders
- ✓ Online Reporting System Revisions and Add-Ons to assure the availability of data pertinent to the outcome of evaluations

Meeting minutes and Committee reports are included in Section Two (2). Synopsis of each EITF meetings are as follows:

Thursday, March 21, 2013

- The roles of each committee member were reviewed by Ms. Wiggins.
- A review of the March 14, 2013 telephone meeting was reviewed.
- Ms. Wiggins introduced and openly reviewed the purpose for the EITF.
- The collection and use of personnel related data was discussed among all members.
- An overview of the First Source Employment Agreement (FSEA) was discussed.
- Mr. Bass clarified that DC Water had volunteered to participate in the First Source Program.
- Concerns and challenges with the FSEA were discussed.
- Ms. Wiggins requested that a review of the FSEA be undertaken to ascertain potential areas of improvement.
- Ms. Caldwell discussed employment information collected from Major Projects contractors and that the residency of a limited number of employees had been determined.
- Further, Ms. Caldwell discussed a few of the requirements for data collecting an analysis enabling evaluations requested by the Governance Committee.
- The collection of employment information is performed by the Procurement Department relative to contracts other than Major Projects.
- Mr. Bass discussed how DOES was unable to fulfill DC Water contractor personnel requirements with experienced DC residents.
- Ms. Wiggins requested provide selected information regarding contracts and employees.
- Mr. Bass specified that the contracts information should include all contractors operating under an FSEA as well as projections of contracts not yet awarded.
- A discussion was launched by Ms. Caldwell as to how the Procurement Department currently monitors contract extensions and multiple contracts held by a single entity.

- A discussion was undertaken by Ms. Wiggins and Mr. Bass regarding altering the language for new contracts now yet awarded to encompass reporting requirements.
- The Committee discussed the issue of identifying valid residency.
- The DOES Apprenticeship Program, prevail wage rate, Davis Bacon and limitation of space for training at DOES was discussed.
- The question was asked if DOES was aware that DC Water is creating an internal Employment Program?

March 28, 2013 Meeting

- An introduction to the LSC Secure Reporting Management System was rendered to the EITF.

April 11, 2013 Meeting

- The conclusions of a study of the existing contracts by Procurement Type, Size, Solicitation Methodology and Duration was rendered by the EITF Sub Committee on Contracts which include Major Contracts as well as those contracts overseen by the DC Water Procurement Department.

April 25, 2013 Meeting

- An analysis of the Contract Data collected and presented by the EITF Sub Committee was presented by Ms. Caldwell.
- A sampling of data input forms and reports from the LSC Secure Reporting Management System were presented.

May 2, 2013 Meeting

- The Committee reviewed a selection of Program Names
- A proposed LSC Secure Reporting Management System training schedule was discussed as well as topics the training would cover.
- A review of the proposed new employment requirements was discussed.

May 9, 2013

- A review of the Survey results on Interim Employment Program names was undertaken.
- EITF members registered for LSC Secure Reporting Management System online report training.
- A review of Interim Employment Program, point-of-agreement among Committee members was undertaken.

May 23, 2013 Meeting

- A review of Employment Program names was continued.
- A date and time for the LSC Secure Reporting Management System online report training was set.
- A new name for the Opportunity Center was instituted by Ms. Wiggins.
- A review of Interim Employment Program, point-of-agreement among Committee members was continued from the previous meeting.

A primary goal of the EITF was to establish employment/employee-related status reporting allowing DC Water data from which to improve and support outreach and hiring of residents of the User Jurisdictions as well as regionally local residents. Considering that collection and analysis of employment related data is pivotal in developing a functional employment program a number of meetings held by EITF focused on the LSC Management Reporting System. As an active part of the EITF contractors and citizens of the DC Water employment community reviewed aspects of the reporting process to assure requirements for contractors were reasonable and could be achieved in an efficient manner.

The EITF was responsible for developing Interim Program parameters, procedures and processes. EITF's Mission to provide input into the Interim Employment Program was accomplished.



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

Briefing on:

DC Water Employment Program Plan

Presented by:

Katrina Wiggins – Chief of Staff / Office of the General Manager

Presented to:

*DC Water Governance Committee
Alethea Nancoo—Chairperson*



Wednesday, July 10, 2013

DC Water Employment Plan

Three Part Development Program

PROGRAM ELEMENT	DEVELOPMENT	IMPLEMENTATION
A. Policy	2/13/2013 -3/15/2013	Completed 3/15/2013
B. Interim Program	3/15/2013 - 5/15/2014	Revised 9/16/2013 Board of Directors Approval
C. PERMANENT PROGRAM	Revised 9/16/2013 – 9/16/2014	Revised 9/17/2014



Employment Policy



Employment Policy

Policy Standards

March 1, 2013 – May 15, 2013

1. Existing contracts - Continue using existing FSEA/Apprenticeship (First Source Employment Agreement) for contract duration.
2. New Contracts - Awarded prior to July 10, 2013 use existing FSEA for contract duration.
3. New Contracts - Awarded after July 10th use New Interim Program until September 16, 2014 then begin New DC Water Permanent Program
4. LSC's existing online employment reporting system (consisting of data collection/analysis) to be used until September 15, 2014. Final determination of Permanent Program data collection to be determined.
5. New contract language in all new contracts out for bid after May 15, 2013 stating that contractors agree to accept additional data collection employment requirements that may result from implementation of the Interim and/or Permanent Employment Programs.



Highlights of the DC Water Works Interim Employment Program



Highlights of the DC Water Works Interim Employment Program (IEP)

- The IEP will commence from the date approved by the Board of Directors.
 - The goal is to end the Interim Program in one year when the Permanent Employment Program becomes operational.
- Projects currently operating under the First Source Employment Agreement and apprenticeship requirements will continue to do so.
- Projects awarded during the IEP will continue to operate those aspects of the Program that are incorporated into the Permanent Employment Program (PEP)



Highlights of the DC Water Works Interim Employment Program

- The IEP will largely consist of an online employment data collection system, currently used by Major Projects; to be used for all construction and services, for employment analysis and in developing the PEP. It will incorporate data as well as other employment programs.
- IEP requires trade contractors to operate an Apprenticeship program, approved by a state agency authorized in accordance with US DoL regulations; a copy must be provided to DC Water.
- The DC Water Works Center will continue to be available as a place for primes/subcontractors to meet and screen potential employees, advertise for upcoming jobs, etc.



Highlights of the DC Water Works Interim Employment Program

- The IEP will incorporate employment from all User Jurisdictions (District of Columbia, Prince Georges and Montgomery Counties in Maryland, and Fairfax and Loudoun Counties in Virginia).
- Prime construction and service contractors and construction and service subcontractors will not sign on to the FSEA once the IEP is approved. Instead prime contractors must commit at minimum to:
 - Actively soliciting participation from 1st and 2nd tier subcontractors meeting program inclusion thresholds.
 - Providing via certified payrolls employee hours.



Highlights of the DC Water Works Interim Employment Program

- Monthly reporting of personnel working on the project, regardless of location, providing name, last four digits of SS#, DOB, city, state, zip.
- Identifying each project employee's designation as Professional, Management, Labor Apprentice or Labor Journeyman.
- Submitting personnel reporting that illustrates on a monthly basis if the company current employees are actively working on the project, a new hire, or terminated from the company.
- Flow down contract provisions that ensure 1st and 2nd tier trade or service contractors meeting the program inclusion thresholds are aware of their responsibilities under the Program.



Highlights of the DC Water Works Interim Employment Program

- Employment program participation and reporting will be required of all prime contractors, 1st and 2nd tier trade and service contractors awarded contracts greater than or equal to \$300,000.
- Certain types of DC Water contracts will be exempt from inclusion in the employment program:
 - Benefits/insurance service contracts
 - Financial services contracts
 - Legal services contracts
 - Small purchases (\$5,000--\$100,000; less than 1 year) or micro purchases (\leq \$5,000; one time purchase)



Highlights of the DC Water Works Interim Employment Program

- The weekly AON ROCIP reports, which lists contractors by tier level participating in DC Water's liability insurance program on construction contracts, and the Contracting Plan provided by service contractors will be used as a base document to ensure capturing 1st and 2nd tier subcontractors meeting the inclusion threshold.
- Solicitation documents for services, construction and design build contracts will include the requirement for prime contractors to flow down the employment program to 1st and 2nd tier contractors. Each participating company must designate an individual(s) within its organization who will input data into the electronic data collection system.



Creation of Employment Task Force



Creation of Employment Task Force

1. Chairperson created and appointed members to a DC Water Employment Task Force (ETF).

➤ Participants included:

- Katrina Wiggins, Chairperson
- Gus Bass, Co-Chairperson
- General Manager representative
- DC Water Procurement
- DC Water General Counsel
- DC Water Finance
- Major Projects Compliance Officers
- Major Project Contractors



**Employment
Champion
and
Task Force
Chairperson**



Co-Chair



Creation of Employment Task Force

2. ETF was responsible for developing Interim Program parameters, procedures and processes
3. EITF's mission to provide input into the IEP was completed successfully.



QUESTIONS AND DISCUSSION



SECTION 00 20 00
INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- § 1.1 Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions and Supplementary Conditions.
- § 1.2 Alternate Bid (or Alternate;) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. See Section 01 23 00 Alternates, if applicable.
- § 1.3 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- § 1.4 Bid Deadline means the date and time on or before which Bids must be received, as designated in the Invitation to Bids and which may be revised by Addenda.
- § 1.5 Bidding/Proposing Period means the span of time between the date of the Solicitation Document and the time and date set for receipt of Offers.
- § 1.6 Estimated Quantity means the estimated quantity of an item of Unit Price Work.
- § 1.7 Lump Sum Bid means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price Items or Alternates.
- § 1.8 Base Bid Total is the sum of the Unit Price, Lump Sum Bid and or if pertinent to the alternates if stated in the bidding documents or scope of work.
- § 1.9 Planholder means an entity to have received a complete set of Bidding Documents and who has provided a street address for receipt of any pre-bid communications.
- § 1.10 Apparent Low Bidder is the Bidder who's Base Bid, when added to the specific Alternates DC Water intends to accept, yields the lowest sum of Base Bid and Alternates.
- § 1.11 Successful Bidder is the lowest responsible Bidder who is qualified, and responsive to whom DC Water makes an award.
- § 1.12 Task Order Contract means a contract for services that does not procure or specify a firm quantity of services and that provides for issuance of orders for the performance of tasks during the period of the contract.
- § 1.13 Indefinite Quantity Contract (IDIQ) provides for an indefinite quantity, within stated limits, of specific services or supplies to be furnished during a fixed period .

ARTICLE 2 BIDDER'S REPRESENTATIONS

- § 2.1 The Bidder by making a Bid represents that:
 - § 2.1.1 The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - § 2.1.2 The Bid is made in compliance with the Bidding Documents.
 - § 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - § 2.1.4 The Bid is based upon the materials, equipment and labor of systems required by the Bidding Documents without exception.

- § 2.1.5 The Bidder has fully acquainted himself with conditions as they exist and fully understands the complexities and restrictions attending the execution of the work included in the Bid Documents.
- § 2.1.6 Bidder has carefully studied all reports of exploration and test of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified in Section 00 30 00. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purpose. Bidder acknowledges that DC Water does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- § 2.1.7 Bidder has satisfied himself as to the nature of the work, the condition of existing buildings, structures, roadways, underground facilities and the topographical conformation of the ground, the geographical character, quality and quantity of the materials to be encountered, the character of the equipment, machinery, landscape, vegetation, planting and any other facilities needed for preliminary work and during the prosecution of the work. In addition, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation can in any way affect the work under the contract and including all safety measures.
- § 2.1.8 If the Bidder makes or obtains any additional examinations, investigations, explorations, tests, and studies and obtains any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents shall be at the cost of the Bidder.
- § 2.1.9 Bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all terms, conditions and stipulations contained herein
- § 2.1.10 Bidder is familiar with and is satisfied as to all federal, state, district and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- § 2.1.11 Bidder has given DC Water written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by DC Water is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- § 2.1.12 The Bidder expressly understands and agrees that the failure to receive or examine any form, instrument or document or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal
- § 2.1.13 Bidder is aware of the general nature of the Work to be performed by DC Water and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents and is prepared to work in cooperation with DC Water and other contractors performing work on or adjacent to the site.
- § 2.1.14 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or

rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over DC Water.

- § 2.1.15 Bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between the interests of DC Water and the Bidder's interests during the procurement process. Conflict of interest means having an interest (whether personal, financial or otherwise), which interferes or may be perceived as interfering with the ability of the Bidder to submit a fair and objective bid.
- § 2.1.16 Bidder shall not at any time in the course of the procurement process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any official, agent, servant or employee of, or any person otherwise engaged by DC Water.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

- § 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- § 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; DC Water shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- § 3.1.3 DC Water may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- § 3.1.4 Full size prints of the Contract Drawings with Bid Documents may be obtained during the bidding period from:

Procurement/Material Management Department
DC Water
5000 Overlook Avenue, SW
Washington D.C. 20032
202-787-2036

Full-size prints cost \$2.50 per sheet, or the cost of half-size set, whichever is greater. They may be purchased by company check, certified check or postal money order made payable to "DC Water". Only complete sets of Drawings, including Project Manual, will be available, and the costs of full-size prints shall not be refundable.

- § 3.1.5 After the Contract is awarded, DC Water will furnish the Contractor, at no charge, ___ sets of prints (full or reduced size at DC Water's option) of the Contract Drawings and ___ additional copies of the Specifications.
- § 3.1.5.1 DC Water will also furnish the Contractor, at no charge, one complete set of reproducible of the Contract Drawings.
- § 3.1.5.2 Contractor shall furnish to his own forces and to each subcontractor, manufacturer, and material and equipment supplier such copies of the drawings and Contract Documents as may be required for their respective items of work.

§ 3.1.6 The following forms are available in fillable format from the District of Columbia, Office of Contracting and Procurement (<http://ocp.dc.gov/DC/OCP>).

§ 3.1.6.1 Tax Certification Affidavit

§ 3.1.7 A Bid Document Checklist (Section 00 40 25) is provided to assist the Bidder in determining what document and in what order are to be submitted.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to DC Water errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Prospective Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the DC Water by 2:00 p.m. at least ten (10) calendar days prior to the date for receipt of Bids. All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to “dets-construction.bid.inquiry@dcwater.com”, in writing. Writer must state the Project Name and the IFB Number in the Subject Line of the in the inquiry. Interpretations or clarifications considered necessary in response to questions will be issued by Addenda. Questions received less than 10-days prior to the date for opening of Bids may not be answered. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other planholders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.2.4 If a conflict, discrepancy, contradiction, or inconsistency occurs within or between the Specifications and the Drawings; the resolution of same during the bidding phase and/or construction phase, the following order of hierarchy and control shall apply and prevail:

§ 3.2.4.1 As between figures, dimensions, or numbers given on drawings and any scaled measurements, the figures, dimensions, or numbers shall govern;

§ 3.2.4.2 As between large scale drawings and small scale drawings, the larger scale drawings shall govern;

§ 3.2.4.3 As between the technical specifications and drawings; the technical specifications shall govern.

§ 3.2.4.4 Shop Drawings and Submittals: Shop drawings and other submittals from the Contractor, subcontractors, or suppliers do not constitute a part of the Contract Documents.

§ 3.2.4.5 The above requirements notwithstanding, seek clarification from DC Water in case of conflict between locations of items.

§ 3.2.5 As a general rule, no consideration will be given to requests for clarifications submitted in the last week before the closing date.

§ 3.3 ADDENDA

§ 3.3.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents. Addenda may be facsimile transmitted

to all who are known to have received a complete set of bidding documents at the time of said facsimile transmission.

- § 3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- § 3.3.3 Addenda will be issued no later than five (5) calendar days prior to the date and time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- § 3.3.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- § 3.3.5 Addendum will also be posted on DC Water Web Site at “http://vendor.dewater.com/view_sols.cfm”

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- § 4.1 It is the responsibility of each Bidder, before submitting a Bid, to
 - § 4.1.1 Thoroughly examine all Documents pertaining to the work, the location, accessibility and general character of the site of the work;
 - § 4.1.2 Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work;
 - § 4.1.3 Consider Federal, State, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;
 - § 4.1.4 Study and carefully correlate Bidder’s observations with the Contract Documents; and
 - § 4.1.5 Notify DC Water of all conflicts, errors, or discrepancies discovered in the Contract Documents by Bidder.
- § 4.2 Bidders may obtain admission for the purpose of inspection of the existing site during the hours of 9:00 a.m. to 3:00 p.m. on Monday through Friday, except holidays.
- § 4.3 Failure on part of any bidder to thoroughly investigate said job conditions will not be accepted as proper basis for considering an alleged error in his bid or for payment of extras under, or revisions to, the Contract.
- § 4.4 No allowance will be made subsequently in this connection on behalf of the Contractor, for any error or negligence on his part to comply with above, inadvertently or otherwise.
- § 4.5 Prospective bidders may contact _____ at (202) 787 - _____. To schedule an inspection of the work site.

REVIEW AND DELETE SECTIONS THAT DO NOT APPLY AND RENUMBER

- § 4.6 No Pre-Bid Conference is scheduled for this project.
- § 4.6 A Pre-Bid Conference will be conducted on _____. The Conference will begin at _____ and end at _____. The Conference will be held in Room _____ of the _____. All attendees are required to make reservations for this Conference by submitting to “**dets-construction.bid.inquiry@dcwater.com**” the name, title and firm name of the attendee(s), by 3:00 p.m. on _____.
- § 4.6 A Mandatory Pre-Bid Conference will be conducted on _____. The Conference will begin at _____ and end at _____. The Conference will be held in Room _____ of the _____. All attendees are required to make reservations for this Conference by submitting to “**dets-construction.bid.inquiry@dcwater.com**” the name, title and firm name of the attendee(s), by 3:00 p.m. on _____. Bid proposal from not attendees of the mandatory pre-bid conference will not be accepted.

- § 4.6.1 The purpose of this meeting is to exchange general information concerning the project and to receive questions from prospective bidders and suppliers that have arisen during the preparation of bids.
- § 4.6.2 It is not intended to be a forum for determining the acceptability of construction methods, materials, equipment, etc.
- § 4.6.3 If detailed technical questions are asked, they will be taken under advisement; no attempt will be made to answer them at this conference.
- § 4.6.4 Any official response to questions raised at the meeting will be in the form of a future addendum, which will be issued, as soon as practicable.
- § 4.6.5 Statements made at this pre-bid conference are not legally binding on DC Water unless an addendum is issued as a result thereof.
- § 4.6.6 Copies of the attendance sheet will not be provided.
- § 4.7 No Pre-Construction walk-through is scheduled for this project.
- § 4.8 Notice is hereby given that DC Water has determined that all prime contractor bidders for the project herein must be pre-qualified prior to submitting a bid on the project.
- § 4.9 Only those pre-qualified prime contractors shall be permitted to bid the work.

ARTICLE 5 SUBSURFACE CONDITIONS AND PHYSICAL CONDITIONS

- § 5.1 Reference is made to the General Conditions and to the Section 00 30 00 for identification of, and the extent to which Bidder is entitled to rely on, the following:
 - § 5.1.1 Reports of explorations and tests of subsurface conditions at the site shall be utilized in preparation of the Contract Documents.
 - § 5.1.2 Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground facilities) which are at or contiguous to the site shall be utilized in preparation of the Contract Documents.
 - § 5.1.3 Copies of such reports and drawings will be made available by DC Water to any Bidder upon request and signing a release.
 - § 5.1.4 **Underground Facilities:** Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to DC Water by owners of such underground facilities or others, and DC Water disclaim responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
 - § 5.1.5 **Additional Information:** Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
 - § 5.1.6 On request five (5) days in advance, DC Water will provide each Bidder access to property owned by DC Water to conduct such explorations and tests as each bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Bidder shall provide DC Water with a copy of their Certificate of Insurance and has named DC Water as an additional insured.
 - § 5.1.7 Arrangements for Site Visits for explorations and testing shall be made by calling _____ (Contact Person) _____ 202-787-_____.

- § 5.1.8 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

ARTICLE 6 BIDDING PROCEDURES

§ 6.1 PREPARATION OF BIDS

- § 6.1.1 Bids shall be submitted on the original forms included with the Bidding Documents.
- § 6.1.2 All blanks on the bid form shall be filled and legibly executed in a non-erasable medium. A bid price shall be indicated for each bid item, adjustment unit price item, contingent bid item, and unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.
- § 6.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- § 6.1.4 Interlineations, alterations and erasures must be initialed and dated by the signer of the Bid.
- § 6.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- § 6.1.6 Bid Pricing: The Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.
- § 6.1.7 The Schedule of Prices (does not depict any Bid Items/ does depict Bid Items) that are subject to an Alternate Bid Provision..
- § 6.1.8 The Schedule of Prices in the Bid Form may include a specified dollar amount allowance. The Bidder shall include this allowance in his total Bid. Use of the allowance may only be authorized by the DC water in accordance with the procedures defined in these documents.
- § 6.1.9 The Total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as defined in these documents and the unit prices in the Bid will apply to such final quantities, except that unit prices will be subject to change by Change Order as stipulated the General and Supplementary Conditions.
- § 6.1.10 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- § 6.1.11 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. A Bid by partnership must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture, accompanied by evidence of authority to sign for the joint venture.

- § 6.1.12 The names of all persons signing shall be legibly printed below their signatures. A Bid by a person who affixes to his signature the word “president”, “secretary”, “agent”, or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by DC Water, evidence of the authority of the person signing shall be furnished.
- § 6.1.13 DC Water utilizes the Data-Universal-Numbering-System (D-U-N-S) which is the numbering system designated and maintained by the Dun & Bradstreet Corporation. Bidders classified as business entities shall submit their D-U-N-S number as part of their Bid. D-U-N-S numbers are not issued to individuals. Bidders bidding as individuals shall submit their Social Security numbers with their Bid. Each Bidder shall submit with its Bid the Contractor Identification Number Form (See Section 00 45 01).
- § 6.1.14 Acknowledge the receipt of the Addenda in the space provided on the Bid Form.
- § 6.1.15 Sign the Bid Form manually in ink. If bidder is a partnership, the bid shall be signed by one or more of the partners, and the names and addresses of all partners shall be entered upon or attached to the Bid Form. If the Bidder is a corporation, an authorized officer shall sign the bid, name of the office he/she holds or the capacity in which he/she acts for such corporation, and the corporate seal affixed to the Bid Form. In the case of an individual Bidder, such individual Bidder shall sign the Bid Form.
- § 6.1.16 The Bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by DC Water. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word “CONFIDENTIAL”. Such materials stamped “CONFIDENTIAL” must be easily separable from the non-confidential sections of the bid. All such materials so indicated shall be reviewed by DC Water and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.
- § 6.1.17 A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.
- § 6.1.18 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- § 6.1.19 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- § 6.1.20 A Bid by an individual shall show the Bidder’s name and business address.
- § 6.1.21 If the bidder is a joint venture/partnership, it shall submit with its bid a duly notarized venture/partner-executed irrevocable Power of Attorney that designates one of the ventures as a Management Sponsor along with a signed copy of the Joint Venture/Partnership Agreement. The Management Sponsor shall be empowered to execute the bid on behalf of the bidder and to act for and bind the bidder in all matters relating to the bid. The Power of Attorney shall specifically state that each venture/partner shall be jointly and severally liable for any and all of the duties and

obligations of the bidder that is assumed under the bid and under any contract arising there from. The Management Sponsor on behalf of the joint venture/partnership in its legal name shall execute the bid. The Joint Venture Documents shall identify the consent of surety and insurance underwriters. The official address of the joint venture must be provided on the Bid Form.

§ 6.2 BID SECURITY

- § 6.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the DC Water on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the DC Water.
- § 6.2.2 If a surety bond is required, it shall be written on the provided Bid Bond Form (See Section 00 40 20), provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- § 6.2.3 The DC Water will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.
- § 6.2.4 Each prime contract bid shall be accompanied by a bid security in the amount of 5% of the total of the Base Bid and all net additive Alternate Bids. The bid security shall be a bid bond issued by a Surety Company authorized to do business in the District of Columbia and listed in the latest issue of U.S. Treasury Circular 570, or a certified check or cashier's check, payable to **"DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY"**.
- § 6.2.5 DC Water will retain the bid guaranty of the second and third lowest responsible bidders for a period of ninety (90) days after bid opening pending the execution of the contract documents by the successful bidder. Except as noted above, the bid guaranty of unsuccessful bidders will be returned to them within ten (10) business days after award of the contract or rejection of all bids.
- § 6.2.6 The bid security of the successful Bidder will be retained until a contract satisfactory to the DC Water has been executed and a Performance Bond has been furnished by the successful Bidder.
- § 6.2.7 If a successful Bidder fails or refuses either to enter into a Contract for the Work or to furnish the Performance Bond, the Bidder's bid security shall be forfeited to DC Water.

§ 6.3 SUBMISSION OF BIDS

- § 6.3.1 Bidder's Representation: The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- § 6.3.2 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion

of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**SEALED BID ENCLOSED**" on the face thereof. The Bid Envelope shall be identified on the upper left-hand corner with the following words:

“ IFB # _____,“

“To be opened at 2:00 pm on (date) _____”.

- § 6.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened. In determining the exact time, the designated clock will be the date and time-stamp clock located at the designated location.
- § 6.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 6.3.5 Oral, telephonic, telegraphic, and facsimile or other electronically transmitted bids will not be considered.
- § 6.3.6 DC Water shall attempt to make reasonable accommodations; under no circumstances shall DC Water be held liable for Bidder’s failure to submit its Bid by the stated time. Bidders are encouraged to allow additional time for waiting in line(s), obtaining passes from Security, finding parking spaces, etc.
- § 6.3.7 Bids shall be submitted on the Bidding Documents forms furnished as a separate packet with the Contract Documents.
- § 6.3.8 All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineations must be explained or noted on the bid over the signature of the bidder. Mistakes may be crossed out and correction inserted in adjacent, but correction must be initialed in ink by the person signing the Bid. **(No modification of a bid will be considered)**.
- § 6.3.9 All prices and notations must be typed or written in ink. Bids must not be written in pencil.
- § 6.3.10 Deliver Bids to the Department of Procurement Services, 2nd Floor, DC Water, Central Operations Facility, 5000 Overlook Avenue, S.W., Washington D.C. 20032 or as stated on the Bid Forms and Proposal Cover..
- § 6.3.11 The Bid Opening will be held in Conference Room 201 of the Central Operations Facility, 5000 Overlook Avenue, S.W., Washington D.C. 20032.
- § 6.3.12 **UNFORESEEN OFFICE CLOSURE:** If, at the time of the scheduled bid opening, Procurement Department is closed due to uncontrolled events such as fire, snow, ice, wind, earthquake or building evacuation; the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

REVIEW 6.3.13 AND DELETE IF NOT REQUIRED (TYPICALLY USED FOR EMERGENCY CONTRACT WORK) AND COORDINATE WITH ARTICLE 36

- § 6.3.13 Contractor shall submit with his bid, Page ERPM-1, complete with the names, titles, phone numbers and pager numbers for the primary contact and two (2) alternate points of contact who all have the authority to initiate the mobilization for emergency work under this Contract. Additionally the Contractor shall complete and submit pages ERP-C1 through ERP-C5 with the job descriptions and names of the crewmembers and the equipment to be used by each of the ____ () crews during Emergency Work. Oral,

telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 6.4 MODIFICATION OR WITHDRAWAL OF BID

- § 6.4.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid, or at the modified time and place indicated by Addendum, if required.
- § 6.4.2 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- § 6.4.3 Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- § 6.4.4 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- § 6.4.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- § 6.4.6 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with DC Water and promptly thereafter demonstrates to the reasonable satisfaction of DC Water that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.
- § 6.4.7 Bid security shall be in an amount sufficient for the Bid as resubmitted.
- § 6.4.8 Bid Results: After the bid opening, bid results will not be released until after the notice of the award has been issued.

ARTICLE 7 CONTRACT TYPE

- § 7.1 Lump Sum Contracts
 - § 7.1.1 Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
- § 7.2 Unit Price Contracts
 - § 7.2.1 Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with DC Water's Estimate of Quantities set forth in the Schedule of Prices, multiplied by the corresponding unit prices, and including any lump sum bids on individual items and allowance items.
 - § 7.2.2 Variations of Quantities: Bidders are warned that the Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this contract. The quantities are required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.
 - § 7.2.3 Overruns: The terms and conditions pertinent to overruns of unit price items are set forth in Article 11 of the General Conditions.

SEE COMMENTS AFTER SECTION 01 22 25.1.9 AND MAKE NECESSARY ADJUSTMENTS.

ARTICLE 8 CONSIDERATION OF BIDS

§ 8.1 OPENING OF BIDS

- § 8.1.1 A public opening of the bids will be conducted.
- § 8.1.2 An abstract of the bids will not be made available to the Bidders.
- § 8.1.3 Except as otherwise permitted by law, no Bid, or part thereof, may be withdrawn, cancelled or modified for a period of ninety (90) calendar days after the time and date designated in the Invitation to Bid.

§ 8.2 REJECTION OF BIDS

- § 8.2.1 DC Water shall have the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, front loaded, or conditional Bids, and to reject the Bid of any Bidder if DC Water believes that it would not be in the best interest of DC Water to make an award to that Bidder. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection. Causes for rejection of proposals include but are not limited to:
 - § 8.2.1.1 Submittal of an irregular proposal;
 - § 8.2.1.2 Submittal of more than one proposal from the same partnership, firm or corporation;
 - § 8.2.1.3 Failure by bidder to submit the bid prior to the stated time and date for receipt of bids;
 - § 8.2.1.4 Failure by Bidder to furnish satisfactory bid guarantee;
 - § 8.2.1.5 Failure by Bidder to provide all information required of the bid forms;
 - § 8.2.1.6 Failure by Bidder to comply with the demonstrate good faith efforts in obtain participation by certified WBE/DBE/MBE firms;
 - § 8.2.1.7 Determination by DC Water that Bidder is not qualified to accomplish the project work;
 - § 8.2.1.8 Determination by DC Water that the Bidder has placed conditions on or has qualified their proposal;
 - § 8.2.1.9 Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
 - § 8.2.1.10 Evidence of collusion among bidders.
- § 8.2.2 DC Water reserves the right to waive any informality or irregularity discovered in any proposal, which in DC Water's judgment best serves DC Water's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.
- § 8.2.3 Proposals meeting the following criteria are subject to consideration as being irregular:
 - § 8.2.3.1 If the proposal is on a form other than that furnished by DC Water.
 - § 8.2.3.2 If the form furnished by DC Water is altered.
 - § 8.2.3.3 If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

- § 8.2.3.4 If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
- § 8.2.3.5 If the proposal contains unit prices that are obviously unbalanced.
- § 8.2.3.6 If the proposal is not accompanied by the Bid guarantee specified herein.

§ 8.3 ACCEPTANCE OF BID (AWARD)

- § 8.3.1 The DC Water reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the bid of any Bidder if DC Water believes that it would not be in the best interest of DC Water to make an award to that Bidder. It is the intent of the DC Water to award a Contract to a qualified responsible Bidder. Determination of qualified responsible Bidder shall be based on the Bid Packet submitted, interviews, reference check and provided that the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The DC Water shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the DC Water judgment, is in the DC Water's own best interests.
- § 8.3.2 The DC Water shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- § 8.3.3 Contractors who have paid liquidated damages or penalties to DC Water for failing to comply with the schedule of any project in the last five years may be disqualified from this project, subject to an appeal to the DC Water where the Contractor demonstrates that (1) subsequent to the project which resulted in penalties the Contractor completed two similar projects or demonstrably similar projects in a timely fashion; and (2) that the factors which lead to delays and penalties in the first instance no longer exist. Payment of liquidated damages or penalties may also be defined as "having been found by the DC Water to be in non-compliance with the project schedule and negotiating a financial settlement for the project in which value was returned to the DC Water, either via change orders or 'work-in-kind' or other recognized manner". The Contractor under consideration shall respond to this clause in the Contractor's Qualification Statement.
- § 8.3.4 DC Water may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which that identity must be submitted as provided herein. DC Water also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
- § 8.3.5 DC Water may conduct such investigations as DC Water deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to DC Water's satisfaction within the prescribed time.
- § 8.3.6 All Bids will remain subject to acceptance for the number of days set forth above; but DC Water may, at its sole discretion, release any Bid and return the bid security prior to that date.
- § 8.3.7 When DC Water gives a Notice of Award to the Successful Bidder it will be accompanied by three (3) unsigned counterparts of the Agreement. Within ten (10) days, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and with the power of attorney (undated).

Within ten (10) days thereafter, DC Water shall execute all copies of the Agreement submitted by Contractor (Successful Bidder), and shall insert the date of contract on the Agreement and power of attorney.

§ 8.4 CANCELLATION OF AWARD

- § 8.4.1** At any time prior to execution of a contract, DC Water reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

ARTICLE 9 POST- BID INFORMATION

§ 9.1 BID EVALUATION

- § 9.1.1** Estimated quantities in the Schedule of Prices are established to help assure a balanced and fair evaluation of the Bid, and may not reflect the actual or expected quantities to be provided under this Contract. Bids will be evaluated to establish the lowest Total Bid established by the quantities and unit prices in the Schedule of Prices, and to establish unit prices to be used throughout the contract.
- § 9.1.2** Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Schedule of Prices shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- § 9.1.3** Estimated quantities in the Schedule of Prices are established to help assure a balanced and fair evaluation of the Bid, and may not reflect the actual or expected quantities to be provided under this Contract. The Total Daily Cost per Crew will be used as an evaluation to establish the lowest Total Bid established by the quantities and Crew unit prices in the Schedule of Prices. See Section 01 12 00 "Task orders" under Measurement and Payments for additional information.
- § 9.1.4** Bidders in contention for contract award may be asked to attend a Post-Bid Interview.

§ 9.2 SUBMITTALS

- § 9.2.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the DC Water in writing:
- §9.2.1.1** a designation of the Work to be performed with the Bidder's own forces;
 - §9.2.1.2** names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and names of persons or entities
 - §9.2.1.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- § 9.2.2** The Bidder will be required to establish to the satisfaction of DC Water the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- § 9.2.3** Prior to the execution of the Contract, DC Water will notify the Bidder in writing if DC Water, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the DC Water has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The DC Water may

accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

- § 9.2.4 Persons and entities proposed by the Bidder and to whom DC Water have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of DC Water.

§ 9.3 PROTEST

- § 9.3.1 Any protest to this Invitation and/or award of a Bidder there for shall be made in accordance with the Notice of Emergency Rulemaking/Interim Procurement Rules. Adopted October 3, 1996, titled #96-05 Resolution of the Board of Directors of the District of Columbia Water and Sewer Authority, or any successor rules as may be adopted by the Board.
- §9.3.2 DC Water shall attempt to resolve all bid disputes between the Bidder and DC Water after informal discussions have taken place between the Bidder and DC Water, with the intention that the dispute be resolved at the lowest DC Water level, subject to management approval.
- §9.3.3 Bid protests directed to the terms, conditions, or form of a proposed procurement action must be received by the DC Water through delivery of the written protest to the Contracting Officer not later than ten (10) calendar days prior to the date established for opening of bids, except that an initial protest that arises based on an amendment to an invitation to Bid must be delivered to the Contracting Officer not later than ten (10) calendar days prior to the date established for opening of bids, or four (4) calendar days after the date the amendment was issued, whichever is later.
- §9.3.4 Written bid protest regarding an award decision must be received by the Contracting Officer within five (5) working days of when the protester knew or should have known of the facts and circumstances upon which the protest is based.
- §9.3.5 Only Bidders or prospective Bidders may file a bid protest.
- §9.3.6 Bid protests delivered after the time period specified above shall be deemed by the Contracting Officer to be untimely and may be denied on that basis unless the Contracting Officer concludes the issues raised by the protest involve fraud, gross abuse of the procurement process, or otherwise indicate substantial prejudice to the integrity of the procurement process.
- §9.3.7 Bid protests shall be written and shall, at a minimum, include the name and address of the protestor; an identification of the proposed procurement; a description of the nature of the protest; identification of the provisions of the solicitation, regulation, or law upon which the protest is based, and a statement of the specific relief requested.
- §9.3.8 Protest shall be filed at:
District of Columbia Water and Sewer Authority
Central Operations Facility
General Manager's Office
5000 Overlook Avenue, S.W. Washington, D.C. 20032-5397
- §9.3.9 Except as otherwise provided in the Contract, DC Water Procurement Regulations applies to all claims or disputes which cannot be disposed of by agreement of the Parties of the Contract.

ARTICLE 10 PERFORMANCE BOND AND PAYMENT BOND

§ 10.1 BOND REQUIREMENTS

- § 10.1.1 Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bonds may be secured through the Bidder's usual sources.
- § 10.1.2 The cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be included in the Bid in determining the Contract Sum.
- § 10.1.3 If the DC Water requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.
- § 10.1.4 Contractor shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract.
- § 10.1.5 Additional payment protection shall be required in connection with any modification effecting an increase in price under the contract for which a bond is required pursuant to the above if:
 - § 10.1.5.1 The modification is for new or additional work, which is beyond the scope of the existing contract;
 - § 10.1.5.2 The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.
- § 10.1.6 The penal amount of the additional bond protection shall generally be such that the total payment bond protection is not less than one hundred percent (100%) of the contract price as revised by both the modifications requiring such additional protection, and the aggregate of any previous modification.
- § 10.1.7 Additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.
- § 10.1.8 The performance bond shall remain in full force and effect throughout the guaranty period(s).

§ 10.2 TIME OF DELIVERY AND FORM OF BONDS

- § 10.2.1 The Bidder shall deliver the required bonds to the DC Water not later than ten (10) days of the issuance of the Notice of Intent to Award. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the DC Water that such bonds will be furnished and delivered in accordance with this Section.
- § 10.2.2 The bonds shall be written on the provided Performance Bond Form and Payment Bond Form (See Section 00 61 10 and 00 61 20), provided in the Project Manual in the amount of the Contract Sum.
- § 10.2.3 The bonds shall be dated on or after the date of the Contract.
- § 10.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 11 FORM OF CONTRACT BETWEEN DC WATER AND CONTRACTOR

- § 11.1 Unless otherwise required in the Bidding Documents, the Contract for the Work will be written on the provided Contract Form (See Section 00 50 00), provided in the Contract Documents.
- § 11.2 The successful bidder, upon notification by DC Water of the DC Water's intent to award a Contract, shall execute and deliver a Contractor's Contract, Payment Bond, Performance Bond and evidence of all required insurance as described in the Project Manual.

- § 11.3 Selection as the qualified responsible bidder does not provide any contractual or equitable rights to that bidder. Any such rights shall accrue only if and when the DC Water and the Bidder execute a binding contract. The DC Water reserves the right to negotiate with all bidders in any manner necessary to best serve the interest of the DC Water. If the DC Water fails to reach an agreement with the qualified responsible bidder, the DC Water may commence negotiations with an alternative bidder or reject all bids and issue a new invitation to Bid.
- § 11.4 Appointed: Once a Contract has been entered into between the successful Bidder and DC Water, the contract shall not be transferable to another contractor or subcontractor without the full and written consent of DC Water.

ARTICLE 12 COLLUSIVE AGREEMENTS

- § 12.1 Each Bidder submitting a Bid for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided (See Section 00 45 03), to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.
- § 12.2 Before, executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

ARTICLE 13 BIDDER'S QUALIFICATION AND FINANCING DOCUMENTATION

- § 13.1 Each Bidder shall submit on the AGC Standard Form No. 717E, "**Standard Questionnaires and Financial Statement for Bidders**", his experience record in the constructing the type of improvements embraced in the Contract Documents, and his organization and equipment available for the work contemplated and when specifically requested, a detailed financial statement for the most recently completed fiscal year. This form must be notarized and is available from the Associated General Contractors of American, Inc. The following additional information shall be provided:
- § 13.1.1 Provide a list of equipment and key personnel to be used for the proposed project.
- § 13.1.2 Provide a summary of work experience which is required by this project.
- § 13.1.3 Provide a list of at least ___ () contracts of similar size and complexity all of which was under the firm's contractual responsibility and completed within the past ___ () years. Each entry shall include scheduled completion date and actual completion date, and contact information for the agency/owner, architect/engineer and references with phone numbers.
- § 13.1.4 Provide a Work-in-Progress Schedule: Provide a complete work-in-progress schedule for all work under contract, showing % complete, notice of any claims in process, resolved, or anticipated and anticipated completion date along with the contract completion date.
- § 13.1.5 List all of the surety/bonding companies you utilized in the last five (5) years.
- § 13.1.6 Have you ever been declared in default under a performance bond in the last five years? If so, describe the circumstances and which surety/bonding company was involved. Include the name and contact person of the project owner(s).
- § 13.1.7 Do you currently have any legal action pending which could impact your ability to perform this Project? If yes, please explain.

OR

- § 13.1 Each Bidder shall submit a "**Contractor's Qualification Statement**"; see Section 00 40 30. His experience record in the constructing the type of improvements embraced in the Contract Documents, and his organization and equipment available for the work contemplated and when specifically requested, a detailed financial statement for the most recently completed fiscal year. This form must be notarized,

- § 13.2 Each Bidder shall submit a Contractor's Qualification Statement; see Section 00 40 30. In a separate envelope marked with IFB Number, Bidder's name and with the notation "**BIDDER'S QUALIFICATION STATEMENT ENCLOSED**".
- § 13.3 Each Bidder shall submit a current financial statement by a Certified Public Accountant in a separate envelope marked with IFB Number, Bidder's name and with the notation "**FINANCIAL STATEMENT ENCLOSED**".
- § 13.4 DC Water will make investigations as deemed necessary to determine the responsibility and qualifications of the Bidder, and the Bidder shall furnish DC Water all such information and data for this purpose as the DC Water may request.
- § 13.5 DC Water reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy the DC Water that the Bidder is qualified to carry out properly the terms of the contract.

ARTICLE 14 WAGES AND SALARIES

- § 14.1 Attention of Bidders is particularly called to the requirement concerning the payment of not less than the District of Columbia Living Wage Act.

OR [SELECT THE WAGE ACT THAT IS REQUIRED FOR YOUR PROJECT AND THEN DELETE THE WAGE ACT SECTION(S) THAT DOES NOT APPLY TO YOUR PROJECT]

- § 14.1 Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
- § 14.2 All construction contractors performing physical work on the jobsite are subject to the Davis Bacon Wage Determination which requires the submission of weekly Certified Payroll. All certified payrolls from contractors at any tier shall be submitted to DC Water through the automated online reporting system.
- § 14.3 Davis Bacon Wage Determination requirements shall flow down to all contractors, at any tier, performing work onsite.
- § 14.4 The Work Classifications used in the weekly Certified Payrolls shall conform to the job classifications in the Wage Determination, to include Work Classification Group number, if applicable.
- § 14.5 Each Certified Payroll must be accompanied by a Statement of Compliance as required by Federal requirements (see B Appendices to the Project Manual), signed by the person who pays or supervises the payment of the persons employed under the contract.
- § 14.6 A designated DC Water employee or Third Party Compliance Officer will perform periodic onsite visits to question tradesmen regarding the accuracy of information contained in the certified report.
- § 14.7 General Wage Decision No. shall be referred in Section 00 76 00 "Labor Provisions" and are bound herein and contain pertinent to the specific wage rates.
- § 14.8 Any Wage Determination issued after the execution date of the Contract shall not be applicable to this Contract.

ARTICLE 15 ANTI-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

- § 15.1 Attention of Bidders is particularly called to the requirement for ensuring that employees, applicants for employment, subcontractors are not discriminated against or intimidated in the performance of work or any other activity required under the Contract because of their race, sex, color, national origin or religion.
- § 15.2 "The Contractor:

§ 15.2.1 Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (D.C. Law 2-38; D.C. Code Anno. Section 1-2512);

§ 15.2.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials; and

§ 15.2.3 Shall, along with all subcontractors, post in a conspicuous place, available to employees and applicants for employment, a notice setting forth the provisions of anti-discrimination clause set out in Section 251 of the district of Columbia Human Rights Act (D.C. Code Anno. Section 1-2522)”.

§ 15.3 Bidder shall comply with this provision by submitting with its Bid to DC Water a completed Equal Employment Opportunity Certificate and a Non-Segregated Facilities Certificate (See Section 00 45 18).

ARTICLE 16 DC WATER WORKS: A LOCAL HIRING INITIATIVE

§ 16.1 The Contractor and each first and second tier construction and professional services subcontractor with a contract over \$300,000 must participate in the DC Water’s Local Hiring Initiative. The Initiative shall include weekly certified payroll reports and monthly collection of employment statistics. Every Contractor, first and second tier construction subcontractor with a contract over \$500,000 must have an Apprenticeship Program as approved by their home state and provide report data to DC Water and/or its representative as requested. This data will include, but may not be limited to specific information about project employees as well as apprenticeship program statistics.

§ 16.2 Employment data will be collected through an automated online reporting system. The Contractor and its first and second tier subcontractors meeting the inclusion thresholds for construction or professional services must submit a project personnel roster that identifies each employee working on the project, whether onsite or offsite, by city, state of residence, and zip code. Each employee must also be designated by one of a minimum of four general labor classifications, to be determined by DC Water,

§ 16.3 The successful Contractor shall provide a DC Water Works Employment Plan (See Section 00 45 20) thirty (30) days after contract award. Each construction subcontractor with a contract over \$300,000 shall provide an Employment Plan with the submission of the Subcontract Approval Request by the prime contractor. The Employment Plan will list all new jobs anticipated as a result of the project, and the projected salary range and hiring date for each anticipated position. Contractor will provide a quarterly update of the Employment Plan to DC Water, and make use of the DC Water Works Job Center to the maximum extent practical.

OR [SELECT THE TEXT APPROPRIATE FOR YOUR PROJECT AND THEN DELETE THE TEXT THAT DOES NOT APPLY TO YOUR PROJECT]

§ 16.3 Each service Contractor with a contract over \$300,000 shall provide a DC Water Works Employment Plan (See Section 00 45 20) with the submission of its Contracting Plan. The Employment Plan will list new jobs anticipated as a result of the project, and the projected salary range and hiring dates for each anticipated position. Contractors will provide a quarterly update of the Employment Plan to DC Water, and make use of the DC Water Works Job Center to the maximum extent practical.

§ 16.4 Each construction trade Contractor or subcontractor performing apprentice-able trades, with a contract over \$500,000 shall operate an apprenticeship program in accordance with the requirements of the state in which its principal place of business is located. The ratio of apprentice to journeymen shall be no less than one (1) apprentice to three (3) journeymen. Contractor shall make a copy of their program available upon request, along with related

materials, as necessary. Program operation may be audited at any time by individuals authorized by DC Water.

§ 16.5 Contractor agrees to provide additional employment data as may reasonably be requested for presentation in DC Water's Employment Report to the Board of Directors and others on a periodic basis at no additional cost to the project.

§ 16.6 The Contractor shall ensure this requirement is included in its first tier subcontracts and that the requirement flows down to second tier subcontractors.

ARTICLE 17 EQUAL EMPLOYMENT OPPORTUNITY

§ 17.1 Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, sex, color, national origin or religion.

§ 17.2 Bidder shall comply with this provision by submitting with its Bid to DC Water a completed certification of assurance of compliance with equal employment opportunity goals (See Section 00 45 17).

ARTICLE 18 CLASS "A" BUSINESS LICENSE

§ 18.1 Bidders are on notice that D.C. Law 17-219 has amended Title 17 of the District of Columbia Municipal Regulations to add a new Chapter 39 (General Contractor/Construction Manager). This Chapter imposes licensing requirements on General Contractors and Construction Managers (as defined in such chapter) working in the District of Columbia, establishes five (5) classes of licenses.

§ 18.2 Each Bidder will be required to have a Class A license prior to submission of a bid.

§ 18.3 Bidder shall provide a copy of license with the bid proposal.

ARTICLE 19 CORPORATE REGISTRATION

§ 19.1 All foreign companies (i.e., those companies not located in the District of Columbia) contracting to do business with DC Water must have a registered agent in the District of Columbia. If you do not have a registered agent, contact the Department of Consumer and Regulatory Affairs at 202-442-4400, or go to the District of Columbia's Department of Consumer and Regulatory Affairs website at <http://dcra.dc.gov>. The relevant documents, instructions and customer service assistance are available from the above locations.

§ 19.2 DC Water will not enter into a contract with a firm unless the firm has a registered agent.

ARTICLE 20 DEBARMENT

§ 20.1 The Bidder shall be in compliance with the provisions set forth in the Debarment Regulations, 49 CFR 29 (US DOT/FHWA), 40 CFR 32 (US EPA) and D.C. Law 6-85 (Procurement Practices Act of 1985) and shall certify at the time of the bid opening that it or anyone associated therewith in any capacity of owner, director, officer, principal investigator, project director, manager, auditor, or any positions involving the administration of District of Columbia or Federal Funds is not suspended, debarred, or voluntarily excluded from or otherwise determined ineligible to receive award of or performance on DC Water's and/or federally-funded projects.

§ 20.1.1 If Bidder cannot certify to the foregoing, it shall submit a written explanation of why such certification cannot be provided.

§ 20.1.2 If at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall provide immediate written notification to DC Water.

- § 20.1.3 Bidder agrees that it will not knowingly subcontract to any company or person which/who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on DC Water's and/or federally-funded projects.
- § 20.1.4 The Bidder, when subcontracting, or when soliciting for subcontractors, shall require from the subcontractor(s) the form titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" (See Section 00 45 15) without modification or abridgement.
- § 20.1.5 The Bidder is apprised that if it subcontracts knowingly with a company or person which/who is suspended, debarred, ineligible, or voluntarily excluded from participation on DC Water's or federally-funded projects, in addition to other remedies available to the District of Columbia and the Federal Government, DC Water may terminate the Contract for cause or default.
- § 20.1.6 The foregoing requirements apply equally to suppliers, vendors, materialmen, et al.
- § 20.1.7 The Bidder shall comply with this provision by submitting with its Bid a completed Debarment Status Statement (See Section 00 45 14).

ARTICLE 21 COMBINED BUSINESS TAX REGISTRATION

- § 21.1 The low Bidder must be REGISTERED with the District of Columbia's Department of Finance and Revenue and the Department of Employment Services (DOES).
- § 21.2 If registered; submit your Tax Registration and a copy of your compliance certificate with DOES with your bid proposal.
- § 21.3 If not registered and you are the low bidder, obtain your Tax Registration and the D.O.E.S. as soon as possible after the bid opening; but must be obtained prior to the anticipated Notice of Award date. Form FR-500, "Combined Business Tax Registration Application" has been provided in the Appendix for your use.

ARTICLE 22 TIME FOR RECEIVING BIDS

- § 22.1 Bids received prior to the advertised submittal deadline will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed and it is shown to the satisfaction of DC Water that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, then such Bid will be received and considered.

ARTICLE 23 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- § 23.1 No portions of the Contract shall be sublet or otherwise disposed of except with the written approval of DC Water. Such approval, when given, shall not be construed to relieve Contractor of its duties and responsibilities for completion of the Work in accordance with the Contract Documents.
- § 23.2 The Bidder shall complete the form entitled "Subcontracting Approval Request": (Section 00 45 23) for the permission to sublet or otherwise dispose of any portion of the Contract and shall be submitted with the contract bid. A request shall be submitted for each proposed Subcontractor, including second and lower tier subcontractors, and shall be accompanied by assurance that the Labor Standard Provisions set forth in the Contract Documents will comply to labor performed on all Work encompassed by the request. Subcontractors must be registered with the District of Columbia's Department of Finance and Revenue and the Department of Employment Services (DOES). Contractor shall submit the subcontractor's Tax Registration and a copy of their compliance certificate with DOES with the approval request.
- § 23.3 An experience statement shall be provided with each request, with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor.

- § 23.4 If DC Water is providing ROCIP insurance; Bidder shall attach to the “Subcontracting Approval Request”; a completed Aon Form 1a (Section 00 45 02) for the proposed subcontractor.
- § 23.5 Contractor shall submit to DC Water a certification that he will make timely payments to his subcontractors and suppliers (See Section 00 45 13).

ARTICLE 24 RESPONSIBILITIES OF THE CONTRACTOR

- § 24.1 Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall do all the work and shall furnish all the materials, labor, tools, equipment, water, light, heat, power, transportation, and supervision necessary to complete the work required by this Contract in a responsible manner and within the time hereinafter specified. The said Contractor shall complete the entire work to the satisfaction of the DC Water standards and in accordance with the specifications and drawings herein mentioned at the prices herein agreed upon and affixed therefor. The Contractor further agrees that all work done or materials furnished shall be of the best of their respective kinds and qualities.
- § 24.2 Contractor shall examine the Bid Documents and will be familiar with the Contract Documents.
- § 24.3 Examine information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations or judgment of the Contractor.
- § 24.4 Assume the risk of encountering any subsurface or other latent physical condition that can be reasonably anticipated on the basis of documentary information provided and from inspection and examination of the site, shall be the Contractor’s responsibility.

ARTICLE 25 INSURANCES

§ 25.1 ROLLING OWNER CONTROLLED INSURANCE PROGRAM

- § 25.1.1 DC Water will be providing certain insurances as stated in specification Section 00 73 16 under the “Rolling Owner Controlled Insurance Program *(ROCIP)”.

~ OR ~

§ 25.1. ROLLING OWNER CONTROLLED INSURANCE PROGRAM

- § 25.1.1 DC Water will not be providing certain insurances under the “Rolling Owner Controlled Insurance Program *(ROCIP)” program as may be stated in specification Section 00 73 16 and Article 5 of the General Conditions (Section 00 70 00), titled “Bonds and Insurances”.

§ 25.2 CONTRACTORS PROVIDED INSURANCE

- § 25.2.1. Contractor shall provide the following insurances as stated below but not limited to:

“DELETE INSURANCE TYPE THAT IS NOT REQUIRED”

- All Risk Builder’s Risk Insurance
- Commercial Automobile Liability Insurance
- Commercial General Liability Insurance
- Umbrella Liability Insurance
- Pollution Liability Insurance
- Aircraft and/or Watercraft Liability Insurance
- Marine Insurance
- Personal Property Insurance
- Professional Liability Insurance

Installation Floater Insurance
Railroad Protective Liability Insurance
Workers' Compensation Insurance (off-site only)
Workers' Compensation Insurance
Employer's Liability Insurance (off-site only)
Employer's Liability Insurance
General Liability Insurance
Excess Liability Insurance (off-site only)
Excess Liability Insurance

§ 25.2.2 .Contractor shall review Section 00 70 00, "General Conditions", Article 5, "Bonds and Insurances" and specification Section 00 73 16, titled "Project Insurance", for additional information..

THE FOLLOWING MODIFICATION MAY DEPEND ON IF ROCIP IS NOT PROVIDED.

In specification Section 00 73 16; delete subsection 1.4, titled "Rolling Owner Controlled Insurance Program (ROCIP)" and subsection 1.5, titled "Definitions", in their entirety.

In specification Section 00 73 16; delete the title of subsection 2.A, "DC WATER PROVIDED INSURANCE" and insert the words, "ADDITIONAL CONTRACTOR'S PROVIDED INSURANCE".

ARTICLE 26 PARTICIPATION BY FOREIGN CONTRACTORS AND SUBCONTRACTORS

- § 26.1 DC Water will not consider for award any Bid, and will not consent to sublet any portions of the Contract to any subcontractor, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against United States firms in conducting procurements for public works projects.
- § 26.2 No product of any such listed country shall be permanently incorporated into the project.
- § 26.3 This Provision applies to the participation of contractors, subcontractors and productions of countries, which have been listed by the U.S. Trade Representative.
- § 26.4 Any Contractor or Subcontractor, who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a contractor or subcontractor of such foreign county. The terms contractor and subcontractor also include any partner in a joint venture.
- § 26.5 Any product of which fifty percent (50%) or more of its cost is attributable to production or manufacturing in a foreign country shall be considered to be product of such foreign country.

ARTICLE 27 CONTRACT TIME

- § 27.1 The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Contract.

ARTICLE 28 INTOXICATING LIQUORS AND NARCOTICS

- § 28.1 The Contractor, shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors or narcotics upon or about the site.
- § 28.2 The requirements of the "Drug Free Workplace Act of 1988" applies to this Contract.
- § 28.3 Contractor shall submit to DC Water with his/her bid a certification that he will comply with the Drug Free Workplace Act of 1988 (See Section 00 45 04).

ARTICLE 29 LIQUIDATED DAMAGES

- § 29.1 Delay in completion of the project will jeopardize DC Water's interest; however, it is impossible to ascertain with reasonable certainty the direct/indirect real damages which DC Water could sustain if the project is not performed and completed in a timely manner.
- § 29.2 It is therefore agreed that liquidated damages will be assessed by the Contractor for each calendar day by which the Contractor fails to complete the work, or any part thereof, as set forth in the Contract.
- § 29.3 DC Water will deduct and retain out of any money due, or to become due hereunder, the amount of liquidated damages and, in case retained amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by DC Water.
- § 29.4 Nothing herein shall be deemed to limit any of the rights and remedies available to DC Water or in any way to create an exclusive remedy between parties.
- § 29.5 DC Water reserves the right to pursue any and all remedies available to it in any manner permitted at law or in equity.

ARTICLE 30 GUARANTY

- § 30.1 The Contractor guarantees that completed work is free from defects due to faulty materials, equipment or workmanship.
- § 30.2 This guaranty shall be:
- § 30.2.1 Guaranty period shall start on the date of the Notice of Award, and
- § 30.2.2 For a minimum period of one (1) year from the date (s) of final completion and full acceptance of the Contract work unless otherwise specified, or
- § 30.2.3 For one (1) year from the date(s) the facility (is) or usable components thereof are put into operation if occurring within 18 months of construction completion of the Contract work.
- § 30.3 The Contractor may complete certain items of work prior to the completion of the Contract. The starting date for the guaranty period for this work shall be the date of the Certificate of Beneficial Occupancy that includes the work.
- § 30.4 The Contractor shall furnish all guaranty and warranty information with each Certificate of Beneficial Occupancy and Certificate of Substantial Completion.
- § 30.5 The performance bond shall remain in full force and effect throughout the guaranty period(s).
- § 30.6 The Contractor shall furnish DC Water with a copy of each manufacturer and supplier warranty and guaranty for equipment and equipment components, including those provided by manufacturers and suppliers covering a period greater than the required one-year guaranty period, with DC Water as beneficiary.
- § 30.7 The Contractor shall promptly, and at no additional cost to DC Water, make whatever adjustments or corrections which may be necessary to correct any defects, including any work found to be improper, incomplete or imperfect, and/or not operating or functioning in a satisfactory manner, and/or failing to perform as specified, unless such conditions are the direct result of force majeure, or DC Water negligence or failure to adequately maintain the work; and including repairs of any damage to any other portion of the project resulting from such defects in the Contract work.
- § 30.8 The Contractor shall initiate corrective repairs, replacements and adjustments as required within five (5) working days of notification by DC Water, and shall make every reasonable effort to progress on a continuing basis until work is satisfactorily completed and accepted by DC Water in writing.

- § 30.9 If the Contractor fails to complete the repairs, replacements, and/or adjustments required with two (2) weeks of notification by DC Water, the warranty period will be extended for a period of time equal to that from the date of notification by DC Water to the date that the repairs, replacements and adjustments required to place the system in full operation are completed, and the work is accepted by DC Water in writing.
- § 30.10 If the Contractor fails to initiate adjustments, repairs, corrections or associated repairs made necessary by such defects as stated herein within five (5) working days of notification by DC Water, then DC Water may elect to do so and will charge the Contractor the cost incurred.
- § 30.11 Use or acceptance of the work or any part thereof by DC Water, or any failure to use same, or any repairs, adjustments, replacements or corrections made by DC Water due to the Contractor's failure to comply with any Contract requirements shall not impair in any way the Contractor's guaranty obligations.
- § 30.12 The Contractor obligations under this Section are in addition to the Contractor's other express or implied assurances under the Contract and in **no way** diminish any other rights DC Water may have against the Contractor for faulty materials, equipment or work.

BASED ON THE TYPE OF PROJECT; SELECT THE CORRECT ARTICLE 31 FROM THE FOLLOWING TWO EDITIONS; DELETE THE ARTICLE 31 THAT IS NOT REQUIRED AND ALL RED NOTES.

ARTICLE 31 SUBCONTRACTING GOALS (MBE & WBE) (WATER PROJECTS)

- § 31.1 The resulting contract may be funded in part by the United States Government. Accordingly, this contract will be subject to all pertinent Federal requirements, inclusive of the new EPA Disadvantaged Business Enterprise (DBE) Program which revises EPA's Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) program. In accordance with the new DBE requirements, a Fair Share Objective for Minority and Women Business Enterprises participation in this work of 32% and 6%, respectively, has been established.
- § 31.2 The full text of the new EPA DBE program can be accessed on the EPA Office of Small Business Program website at www.epa.gov/osbp. Also, reference Federal Requirements and Contract Provisions (bound herein – see Appendix), for work under the Safe Drinking Water Act, as Amended, dated July 2008, which outlines prime and subcontractor responsibilities under the new EPA DBE Program. Particular emphasis should be placed on employing the six Good Faith Efforts during bidding (if prime contractor intends to award subcontracts) and prime contractor compliance with prime contractor requirements of Title 40, Part 33 – Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.
- § 31.3 The Bidder is required to submit with the bid, their plan and documentation of their WBE/MBE outreach plan efforts to comply with the fair share objectives. The documentation shall describe the work which the Bidder proposed to subcontract, and initiate the work into the smallest tasks that are economically feasible and obtain the required documents for permitting.
- Include in the submitted documentation minority businesses and women business enterprises that were solicited as potential subcontracting sources and the bidder's evaluation of each MBE and WBE subcontractor proposal received.
- The plan must contain a list of the qualifying subcontractors and suppliers, the MBE/WBE category for each, their role in the Contract and the value of their services, as well as stating their percentage of the total contract value. The plan must be accompanied with completed DBE Outreach Certification (Section 00 40 21), Contractor's Intent to Subcontract WBE/MBE (Section 00 45 08), DBE Subcontractor Participation Form (Section 00 45 10), DBE Subcontractor Performance Form (Section 00 45 11), and DBE Subcontractor Utilization Form (Section 00 45 12), with a copy of the certification of proof of qualifying status.

The Prime Contractor cannot be considered as a participant in the Disadvantage Business Enterprise Program.

- § 31.4 Failure to comply with these requirements may be cause to declare the bid to be non-responsive.
- § 31.5 Provide updated information immediately if any of the information changes, either before or after the award of the contract including the reason for the change.
- § 31.6 During the performance of this contract, the Contractor shall include on each invoice where Minority and Women Business Enterprise work is billed, the amount paid to, and the cumulative total paid, to each Minority and Women Business Enterprise.
- § 31.7 Contract awards are tracked through the Subcontract Approval Request process. Only M/WBE contractors with acceptable certification are counted toward participation in the program. Progress toward goal accomplishment once a contract is awarded to an M/WBE is based on verified M/WBE payments.
- § 31.8 This is a tiered program, i.e., it includes required subcontractor participation by the prime contractor, the first tier subcontractors, and the second tier subcontractors being reported. The program requires participation of all first tier construction contractors with contracts greater than or equal to \$100,000 and all first tier professional services subcontractors on a design build project with contract values greater than or equal to \$100,000. All contractors meeting the inclusion thresholds agree to participate in monthly collection of subcontracting data through an automated online reporting system.

OR

ARTICLE 31 SUBCONTRACTING GOALS (MBE & WBE) (SEWER PROJECTS)

- § 31.1 The resulting contract may be funded in part by the United States Government. Accordingly, this contract will be subject to all pertinent Federal requirements, inclusive of the new EPA Disadvantaged Business Enterprise (DBE) Program which revises EPA's Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) program. In accordance with the new DBE requirements, a Fair Share Objective for Minority and Women Business Enterprises participation in this work of 32% and 6%, respectively, has been established.
- § 31.2 The full text of the new EPA DBE program can be accessed on the EPA Office of Small Business Program website at www.epa.gov/osbp. Also, reference Federal Requirements and Contract Provisions (bound herein – see Appendix), for work under the Federal Water Pollution Control Act, as Amended, dated July 2008, which outlines prime and subcontractor responsibilities under the new EPA DBE Program. Particular emphasis should be placed on employing the six Good Faith Efforts during bidding (if prime contractor intends to award subcontracts) and prime contractor compliance with prime contractor requirements of Title 40, Part 33 – Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.
- § 31.3 The Bidder is required to submit with the bid, their plan and documentation of their MBE and WBE outreach plan efforts to comply with the fair share objectives. The documentation shall describe the work which the Bidder proposed to subcontract, and initiate the work into the smallest tasks that are economically feasible and obtain the required documents for permitting. Include in the submitted documentation minority businesses and women business enterprises that were solicited as potential subcontracting sources and the bidder's evaluation of each MBE and WBE subcontractor proposal received.

The plan must contain a list of the qualifying subcontractors and suppliers, the MBE/WBE category for each, their role in the Contract and the value of their services, as well as stating their percentage of the total contract value. The plan must be accompanied with completed DBE Outreach Certification (Section 00 40 21), Contractor's Intent to Subcontract WBE/MBE (Section 00 45 08), DBE Subcontractor Participation Form (Section 00 45 10), DBE

Subcontractor Performance Form (Section 00 45 11), and DBE Subcontractor Utilization Form (Section 00 45 12), with a copy of the certification of proof of qualifying status.

The Prime Contractor cannot be considered as a participant in the Disadvantage Business Enterprise Program.

- § 31.4 Failure to comply with these requirements may be cause to declare the bid to be non-responsive.
- § 31.5 Provide updated information immediately if any of the information changes, either before or after the award of the contract including the reason for the change.
- § 31.6 During the performance of this contract, the Contractor shall include on each invoice where Minority and Women Business Enterprise work is billed, the amount paid to, and the cumulative total paid, to each Minority and Women Business Enterprise.
- § 31.7 Contract awards are tracked through the Subcontract Approval Request process. Only M/WBE contractors with acceptable certification are counted toward participation in the program. Progress toward goal accomplishment once a contract is awarded to an M/WBE is based on verified M/WBE payments.
- § 31.8 This is a tiered program, i.e., it includes required subcontractor participation by the prime contractor, the first tier subcontractors, and the second tier subcontractors being reported. The program requires participation of all first tier construction contractors with contracts greater than or equal to \$100,000 and all first tier professional services subcontractors on a design build project with contract values greater than or equal to \$25,000. . All contractors meeting the inclusion thresholds agree to participate in monthly collection of subcontracting data through an automated online reporting system.

OR

ARTICLE 31 SUBCONTRACTING GOALS (MBE & WBE)

(WATER & SEWER PROJECTS)

(COMBINATION FOR PUBLIC SPACE RESTORATION CONTRACTS)

- § 31.1 The resulting contract may be funded in part by the United States Government. Accordingly, this contract will be subject to all pertinent Federal requirements, inclusive of the new EPA Disadvantaged Business Enterprise (DBE) Program which revises EPA's Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) program. In accordance with the new DBE requirements, a Fair Share Objective for Minority and Women Business Enterprises participation in this work of 32% and 6%, respectively, has been established.
- § 31.2 The full text of the new EPA DBE program can be accessed on the EPA Office of Small Business Program website at www.epa.gov/osbp. Also, reference Federal Requirements and Contract Provisions (bound herein – see Appendix), for work under the Safe Drinking Water Act and Federal Water Pollution Control Act, as Amended, dated July 2008, which outlines prime and subcontractor responsibilities under the new EPA DBE Program. Particular emphasis should be placed on employing the six Good Faith Efforts during bidding (if prime contractor intends to award subcontracts) and prime contractor compliance with prime contractor requirements of Title 40, Part 33 – Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.
- § 31.3 The Bidder is required to submit with the bid, their plan and documentation of their MBE and WBE outreach plan efforts to comply with the fair share objectives. The documentation shall describe the work which the Bidder proposed to subcontract, and initiate the work into the smallest tasks that are economically feasible and obtain the required documents for permitting.
Include in the submitted documentation minority businesses and women business enterprises that were solicited as potential subcontracting sources and the bidder's evaluation of each MBE and WBE subcontractor proposal received.

The plan must contain a list of the qualifying subcontractors and suppliers, the MBE/WBE category for each, their role in the Contract and the value of their services, as well as stating their percentage of the total contract value. The plan must be accompanied with completed DBE Outreach Certification (Section 00 40 21), Contractor's Intent to Subcontract WBE/MBE (Section 00 45 08), DBE Subcontractor Participation Form (Section 00 45 10), DBE Subcontractor Performance Form (Section 00 45 11), and DBE Subcontractor Utilization Form (Section 00 45 12), with a copy of the certification of proof of qualifying status.

The Prime Contractor cannot be considered as a participant in the Disadvantage Business Enterprise Program.

- § 31.4 Failure to comply with these requirements may be cause to declare the bid to be non-responsive.
- § 31.5 Provide updated information immediately if any of the information changes, either before or after the award of the contract including the reason for the change.
- § 31.6 During the performance of this contract, the Contractor shall include on each invoice where Minority and Women Business Enterprise work is billed, the amount paid to, and the cumulative total paid, to each Minority and Women Business Enterprise.
- § 31.7 Contract awards are tracked through the Subcontract Approval Request process. Only M/WBE contractors with acceptable certification are counted toward participation in the program. Progress toward goal accomplishment once a contract is awarded to an M/WBE is based on verified M/WBE payments.
- § 31.8 This is a tiered program, i.e., it includes required subcontractor participation by the prime contractor, the first tier subcontractors, and the second tier subcontractors being reported. The program requires participation of all first tier construction contractors with contracts greater than or equal to \$100,000 and all first tier professional services subcontractors on a design build project with contract values greater than or equal to \$100,000 (for water projects) and \$25,000 (for sewer projects). All contractors meeting the inclusion thresholds agree to participate in monthly collection of subcontracting data through an automated online reporting system.

ARTICLE 32 (CANNOT BE USED UNLESS GUS BASS APPROVES).

ARTICLE 32 CERTIFIED LOCAL AND LOCAL SMALL BUSINESS ENTERPRISE (LBE/LSBE) PROGRAM

- § 32.1 To facilitate and encourage the participation and utilization of certified LBE/LSBE in the procurement process for large purchases, a preference will apply to competitive solicitations for goods and services and construction and A/E services in accordance with DC Water's Business Development Plan dated June 12, 2009. The preference will be used in the evaluation of bids and proposals.
- § 32.2 The preference provides for the utilization of additional points in the evaluation of proposals and the utilization of a preference percentage reduction in price for bids. The preferences are as follows:
 - § 32.1.2.1 Preference Points for Proposals:
 - Local = 5 points
 - Small = 5 points
 - § 32.1.2.2 Preference Price Reduction for Bids:
 - Local = 5 points
 - Small = 5 points
- § 32.3 The maximum eligible preference price reduction for a single bid is a total of ten percent (10%) or \$100,000, whichever is less.

- § 32.4 Prime contractors may subcontract or joint venture with certified LBE/LSBEs. Preference consideration will be given for LBE/LSBE participation proportionate to the percentage of the LBE/LSBE's proposed participation on the contract.
- § 32.5 Any material misrepresentation on the certificate form may result in termination of the contract, contractor's liability for civil and criminal action in accordance with the law, and possible debarment.
- § 32.6 DC Water Business Development Plan can be accessed on-line at http://www.dcwasa.com/business/special_contracts.cfm, or by contacting DC Water, Department of Procurement at 202-787-2031.
- § 32.7 The bid proposal must be accompanied with completed Certified Local and Local Small Business Enterprise Program Certification Statement Form (Section 00 45 06), Contractor's Intent to Subcontract with Certified Local and Local Small Business Enterprise Form (Section 00 45 05), and Certified Local and Local Business Enterprise Intent to Subcontract Form (Section 00 45 07).

DELETE ARTICLE 33 IF NOT REQUIRED.

ARTICLE 33 PENALTIES FOR NONCOMPLIANCE WITH NPDES PERMIT NO. DC0021199

- § 33.1 DC Water, as owners and operators of the Blue Plains Advanced Waste Water Treatment Plant is subject to the conditions of National Pollutant Discharge Elimination System (NPDES) Permit No. DC0021199, copies of this permit are available.
- § 33.2 Site Preparation is subject to the NPDES General Permit for Discharge from Construction Activities Permit.
- § 33.3 The Federal Environmental Protection Agency (EPA) asserts that any permit noncompliance constitutes a violation of the Clean Water Act. The permit contains the following language regarding penalties for violations of the Act:
- § 33.3.1 "The Clean Water Act provides that any person who violates any permit condition or limitation implementing Sections 301, 302, 306, 308, or 405 of the Clean Water Act, or any permit condition or limitation implementing of such Section, or any requirement imposed in an approved pretreatment program and any person who violates any Order issued by EPA under Section 301(a) of the Act shall be subject to a civil penalty not to exceed \$25,000 per day for each violation, and to an action for appropriate relief including a permanent or temporary injunction."
- § 33.3.2 "Any person who negligently violates Section 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act, any permit condition or limitation implementing any such Section, shall be punished by a fine of not less than \$2,500 nor more than \$25,000 per day of such violation, or by imprisonment for not more than 1 year, or both."
- § 33.3.3 "Any person who knowingly violates any permit condition or limitation implementing Section 301, 302, 305, 307, 308, 318, or 405 of the Clean Water Act, shall be punished by a fine of not less than \$5,000 nor more than \$50,000 per day of such violation or by imprisonment for not more than three (3) years, or by both".
- § 33.3.4 "Any person who knowingly violates any permit condition or limitation implementing Section 301, 302, 305, 307, 308, 318, or 405 of the Clean Water Act, and who knows at the time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000, or by imprisonment of not more than 15 years, or by both".
- § 33.4 Copies of this permit are available upon request.

DELETE ARTICLE 34 IF NOT REQUIRED. ARTICLE 34 IS APPLICABLE FOR PROXECTS UNDER THE CLEAN WATER ACT BUT NOT REQUIRED FOR PROJECTS UNDER THE

SAFE DRINKING ACT (AS PER LETTER DATED 10/25/2013 FROM THE ARMY CORPS OF ENGINEERS)

ARTICLE 34 BUY AMERICAN PROVISION

- § 34.1 The Buy American Provision of Public Law 92-217 (Section 215 of Public Law 95-500 as amended), as implemented by EPA regulations and guidelines, generally requires that preference be given to the use of domestic construction material in the performance of this contract. Bids or proposals offering use of nondomestic construction material may be acceptable for award if DC Water waives the Buy American Provision based upon those factors that are deemed relevant, including:
- § 34.1.1 Such use is not in the public interest;
 - § 34.1.2 The cost is unreasonable;
 - § 34.1.3 The available resources of the Agency are not sufficient to implement the provisions;
 - § 34.1.4 The articles, materials or supplies of the class or kind to be used or the articles, materials or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality for the particular project.
- § 34.2 DC Water may also waive the Buy American Provision if it is determined that application of this provision is contrary to multilateral government procurement agreements.
- § 34.3 Such evidence as DC Water may deem relevant shall be furnished to justify use of nondomestic construction material.
- § 34.4 In accordance with the Buy American Provision and implementing the EPA regulations and guidelines, the Contractor agrees that preference will be given to domestic construction materials by the Contractor, subcontractors, materialmen and suppliers in the performance of this Contract.
- § 34.5 In the event of a conflict, burden of proving compliance with the "Buy American Provision" shall be the sole responsibility of the Contractor.

DELETE ARTICLE 35 IF NOT REQUIRED TO PROPOSED CONTRACT

ARTICLE 35 MULTIPLE WORK SITES

- § 35.1 **If used for IDIQ Contract:** The Contractor shall maintain adequate work force with the appropriate labor, material and equipment necessary to perform all assigned Task Order work at each of the Worksites (See Section 01 12 00 Task Orders). If the Contractor fails to provide the specified crew and adequate equipment at a work site, payment for the crew that day will be reduced proportionately.

~ OR ~

- § 35.1 The Contractor shall maintain adequate work force with the appropriate labor, material and equipment necessary to perform all assigned work at each of the Worksites. If the Contractor fails to provide the specified crew and adequate equipment at a work site, payment for the crew that day will be reduced proportionately.

DELETE ARTICLE 36 IF NOT REQUIRED TO PROPOSED CONTRACT AND COORDINATE WITH ARTICLE 6.3.7

ARTICLE 36 EMERGENCY RESPONSE PLAN

- § 36.1 The Contractor shall submit with his bid, page ERPM-1, complete with the names, titles, phone numbers and pager numbers for the primary contact and two (2) alternate points of contact who all have the authority to initiate the mobilization for emergency work under this Contract. Additionally the Contractor shall complete and submit pages ERP-C1 through ERP-C5 with the

job descriptions and names of the crewmembers and the equipment to be used by each of the five (5) crews during Emergency Work.

DELETE ARTICLE 37 IF NOT REQUIRED TO PROPOSED CONTRACT AND COORDINATE WITH ARTICLE 6.3.7

ARTICLE 37 FEDERAL REQUIREMENTS AND CONTRACT PROVISIONS

§ 37.1 Federal requirements and contract PROVISIONS FOR WORK UNDER Federal Requirements And Contract Provisions For Work Under the Federal Water Pollution Control Act, As Amended, dated July 2008, are bound herein (see B – Appendices to Project Manual) and are hereby made a part of this Contract. It shall be Contractor’s responsibility to fully comply with all requirements and provisions contained therein. In the event that these Specifications conflict with Federal Requirements, the Federal Requirements shall govern. Contractor shall submit documentation confirming their engagement of Disadvantaged Business Enterprise (DBE) as detailed in Federal Regulations Title 40, Part 33.

OR

§ 37.1 Federal requirements and contract PROVISIONS FOR WORK UNDER Federal Requirements And Contract Provisions For Work Under the Safe Drinking Water Act, As Amended, dated July 2008, are bound herein (see B – Appendices to Project Manual) and are hereby made a part of this Contract. It shall be Contractor’s responsibility to fully comply with all requirements and provisions contained therein. In the event that these Specifications conflict with Federal Requirements, the Federal Requirements shall govern. Contractor shall submit documentation confirming their engagement of Disadvantaged Business Enterprise (DBE) as detailed in Federal Regulations Title 40, Part 33.

§ 37.2 Coordinate with Article 6.3.7 “Submission of Bids”.

§ 37.3 EPA project sign is required for this contract.

OR

§ 37.3 EPA project sign is not required for this contract.

OR

(COMBINATION - FOR PUBLIC SPACE RESTORATION CONTRACTS)

§ 37.1 Federal requirements and contract PROVISIONS FOR WORK UNDER Federal Requirements and Contract Provisions for Work Under the Safe Drinking Water Act and Federal Water Pollution Control Act, As Amended, dated July 2008, are bound herein (see B – Appendices to Project Manual) and are hereby made a part of this Contract. It shall be Contractor’s responsibility to fully comply with all requirements and provisions contained therein. In the event that these Specifications conflict with Federal Requirements, the Federal Requirements shall govern. Contractor shall submit documentation confirming their engagement of Disadvantaged Business Enterprise (DBE) as detailed in Federal Regulations Title 40, Part 33.

§ 37.2 Coordinate with Article 6.3.7 “Submission of Bids”.

§ 37.3 EPA project sign is not required for this contract.

ARTICLE 38 RECYCLED MATERIALS

§ 38.1 Contractor shall give preference in procurement to the purchase of recycled products pursuant to the EPA guidelines. Recycled products and their use shall meet all requirements of the contract specifications.

~ END SECTION 00 20 00 ~

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No.	Employer Name	Service Description(s)
1.	Aaron's Concrete Pumping, Inc.	Concrete Pumping Services
2.	AECOM	CM Consultant
3.	Allied Companies	Engineering Consultant
4.	American Stone Virginia, LLC	Architectural Stone Supplier
5.	Anchor Construction Corporation	General Construction Services
6.	Apex Petroleum	Fuel Supplier
7.	Arcadis	Engineering Consultant
8.	Alternative Renewable Solutions	Business Development
9.	Baytown Painting	Painting Contractor
10.	Bencor	Foundation Specialists
11.	Berkel & Company	Urban Developers
12.	Biohabitats	Rehab Specialist
13.	Biscayne Contractors, Inc.	Design Engineering
14.	Bradshaw Construction Corporation	General Construction Services

15.	Brown and Caldwell	Engineering Consultant
16.	Bryant Associates, Inc.	CM Consultant
17.	Brundage Bone and Blanchett	Concrete Pumping Contractors
18.	Bulldog Construction	General Construction Services
19.	Bulldog Distribution Trucking	Trucking and Hauling Services
20.	Capital Door Systems, Inc.	Commercial Door Installation
21.	C&E Services, Inc.	Building Maintenance Services
22.	Carl D. Jones, P.E. Associates	Concrete Supplier
	Century Fence Const, LLC	Fence Installation
23.	Chaney Enterprises	Concrete and Aggregate Supplier
24.	Collins Elevator Service	Elevator Installation and Maintenance Services
25.	Commercial Power	Electrical Contractor
26.	Concrete Technology Services	Concrete Restoration
27.	Corinthian Contractors, Inc.	General Construction Services

28.	Corman Construction	General Construction Services
29.	CPP construction	General Construction Services
30.	CTI Consultants, Inc.	Engineering Consultant
31.	Cynergy Electric Company	Electrical Contractor
32.	DC Lines	General Construction Services
34.	Demolition Services	Demolition
35.	Diversified Environmental	Environmental Contractor
36.	DMY Eng. Consultants	Inspection Services
37.	Docsav Industries	Industrial Supplier
38.	Dynalectric	Electrical Contractor
39.	E2CR	Geotechnical Engineering
40.	Elite Hauling Group	Trucking & Hauling Contractor
41.	EMC2, Inc.	Engineering Consultant
42.	Environmental Design & Construction	Engineering Consultant
43.	EPCM Inc.	Design Engineering
44.	Essex Construction, LLC	General Construction Services
45.	Flippo Construction	General Construction Services
46.	Fort Myer Construction	General Construction

		Services
47.	Foundation Test Group	Engineering Consultant
48.	Froehling & Robertson	Engineering Consultant
49.	G. C. Zarnas & Co., Inc.	Industrial Services
50.	Geiger Pump & Equipment	Mechanical Equipment Supplier
51.	Genesis Steel Services	Steel Contractor
52.	G4S Integrated Fleet Services, LLC	Automotive Fleet Services
53.	Goel Services	Consulting Services
54.	Hayward Baker, Inc.	Specialty Construction
55.	Hillis Carnes Engineering Associates	Engineering Consultant
56.	Hi-Mark Construction Group	General Construction Services
57.	HSA, Inc.	Engineering Consultant
58.	Ideal Electric	Electrical Supplier
59.	Impregilo/Healy/Parsons	CM Services
60.	Independent Testing Agency	Engineering Consultant
61.	Intercon Truck Equipment of Baltimore, Inc.	Trucking Equipment Sales
62.	J. Fletcher Creamer & Son, Inc	Site Development Contractor
63.	JPN Masonry	Masonry Contractor

64.	Judlau OHL Group	General Construction Services
65.	Kalkreuth Roofing & Sheet Metal	Roofing Contractor
66.	Kelley Dewatering and Construction Company	Site Dewatering Contractor
67.	Kim Engineering	Engineering Consultant
68.	Kroner Environmental Services	Environmental Engineering
69.	List and Associates, LLC	Construction Services
70.	Lyn-Phill Construction	Rebar Installation Contractor
71.	M. Davis & Sons	Industrial Contractor
72.	M.C. Dean, Inc.	Electrical Contractor
73.	Metro Paving Corporation	Paving Contractor
74.	Midwest Mole	Underground Utility Contractor
75.	Milhouse Construction & Engineering	Engineering Consultant
76.	Million Construction	General Construction Services
77.	Mobile Dredging & Pumping Co.	Drainage Services
78.	Monumental Concrete	Concrete Supplier
79.	Moretrench American Corporation	Engineering Consultant

80.	National Fire Protection	Fire Protection Contractor
81.	Northeast Remsco Construction	General Construction Services
82.	Paramount Mechanical	Mechanical Contractor
83.	PC Construction	General Construction Services
84.	Pepco Energy Services	Electrical Contractor
85.	Phoenix Cutting Services	Demolition Contractor
86.	R&R Contracting Utilities	Underground Utility Contracting
87.	RAM Construction	General Construction Services
88.	Rand Construction	General Construction Services
89.	Riviera Enterprises, Inc.	Engineering Services
90.	Rodgers Brothers Custodial Services	Building Maintenance Services
91.	Rohadfox Control Svc Corp.	Consulting Services
92.	Romeo Tango Enterprises	Food Service
93.	Sagres Construction Corporation	General Construction Services
94.	SECA Underground Corporation	Underground Utility Contracting
95.	Serra Stone Corporation	Precast Stone Installers
96.	Sessa	Sheet Metal Contractors
97.	Shockey Precast Concrete	Precast Installers
98.	Singleton Electric Co., Inc.	Electrical Contractor

99.	Smith and Sons	Plumbing Contractor
100.	TBN Associates, Inc.	Insulation Contractors
101.	Traylor Skanska JayDee JV	CM Services
102.	Ulliman Schutte Construction, LLC	General Construction Services
103.	United Corrosion Control, LLC	Environmental Control Contractors
104.	United Sheet Metal	Sheet Metal Contractors
105.	Video Pipe Services	General Construction Services
106.	Water, Fire, Sewer Server, Inc.	Mechanical Contractors
107.	Welsh and Rushe	Engineering Consultant
108.	Wharton Suppliers	Construction Supply Sales



DC Water Works
Lead Job Center and Satellite Job Center
New Hire Positions Reported at Governance Committee Board Meetings

Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
May 13, 2013	Ulliman Schutte	Skilled Laborer	(2) DC - Ward 8 (3) DC - Ward 7 (1) PG County (1) Other	8
		Millwright	(1) Other	
	Bulldog Trucking	CDL Class A Driver	(1) DC - Ward 8	1
	PC Construction	Skilled Laborers	(3) DC - Ward 8	3
	Total New Hires Reported			
Current Total New Hires				12
Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
July 10, 2013	Ulliman Schutte	Millwright	(1) Other	4
		Bus Driver	(1) DC - Ward 8	
		Carpenter	(1) Fairfax	
		Crane Operator	(1) Fairfax	
Total New Hires Reported				4
Current Total New Hires				16

Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
September 11, 2013	Ulliman Schutte	Skilled Laborer	(1) DC - Ward 4	4
		Millwright	(1) DC - Ward 7	
		Crane Operator	(1) Fairfax (1) Other	
	PC Construction	Skilled Laborer	(1) DC - Ward 7 (1) DC - Ward 1 (1) Other	3
	Arcadis	CCTV Operator	(1) Other	1
	Wharton Suppliers	CDL Class B Driver	(1) Other	1
	Total New Hires Reported			
Current Total New Hires				25
Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
November 13, 2013 thru December 2013	PC Construction	Skilled Laborer	(4) DC - Ward 8	5
			(1) DC - Ward 6	
	DC Lines	CDL Class B Driver	(1) DC - Ward 8	1
	Bulldog Trucking	CDL Class A Driver	(1) DC - Ward 8	1
Total New Hires Reported				7
2013 Total New Hires				32

Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
January 8, 2014	Ulliman Schutte	Skilled Laborer	(1) DC - Ward 8 (2) Fairfax (1) Other	4
		Carpenter	(2) Fairfax	
	Total New Hires Reported			
Current Total New Hires				4
Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
March 12, 2014	Ulliman Schutte	Skilled Laborer	(4) Fairfax	5
		Carpenter	(1) PG County	
	Total New Hires Reported			
Current Total New Hires				9
Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
May 14, 2014	Ulliman Schutte	Skilled Laborer	(1) Fairfax (1) Montgomery County	3
		Millwright	(1) Other	
	Total New Hires Reported			
Current Total New Hires				12

Board Meeting Date	Contractor	Positions Hired	Resident Location	New Hires Reported
July 9, 2014 thru August 2014	Mobile Dredging & Pumping	Vac Truck Operator	(1) DC - Ward 6	2
		Skilled Laborer	(1) DC - Ward 8	
	Ulliman Schutte	Skilled Laborer	(1) DC - Ward 8	1
	Romeo Tango Enterprises	Short Order Cook	(1) DC - Ward 6	1
	Bulldog Trucking	CDL Class A Driver	(1) Other	1
	Chaney Enterprises	CDL Class B Driver	(1) DC - Ward 5	1
Total New Hires Reported				6
2014 Total New Hires - TO DATE				18



The following Job Center Success Stories

By different contractors, were reported at Governance Board meetings.

Board Meeting Date	Contractor	Positions Hired
November 13, 2013	Bulldog Trucking	CDL Class A Driver
January 8, 2014	Ulliman Schutte	Skilled Laborer
July 9, 2014	Mobile Dredging & Pumping	Vac Truck Operator and Skilled Laborer

LOCAL WORKFORCE DEVELOPMENT AND TRAINING PROVIDERS

Workforce Development & Training Providers	Contact Information	Type of Training/Program
1st CDL Training Center of NOVA	Nadeem Ikram (703) 347-7999	Commercial Driver's License - Class A and B Driver Training
ABC Craft Masters Training Trust	Jason Roberts (301) 853-4668	Offers apprenticeship and construction craft training in carpentry, concrete form building, drywall, electrical, HVAC, structural ironwork, masonry, painting, plumbing, reinforcing ironwork, sheet metal, and sprinkler fitting. CTT's apprenticeship training programs are fully approved and accredited by the National Center for Construction Education and Research (NCCER), Maryland Apprenticeship and Training Council, District of Columbia Apprenticeship and Training Council, U.S. Department of Labor, and U.S. Veterans Administration.
Ace Tech Institute	Wane Kim (703) 298-5789	Building Technical, Licensed Electrician, Licensed HVAC and Licensed Plumber
ACE Architectural, Construction & Engineering Program	Jason Baum (202) 262-7142	Provides mentors who guide student teams from the District of Columbia, northern Virginia and Maryland public schools as they explore educational and career opportunities in architecture, construction and engineering.
Alternative Renewable Solutions	Curtis Pree (800) 759-7813 ext. 202	Construction trades (carpentry, masonry, plumbing, concrete finishing, electrical), Customer Service
Baltimore City Community College	Deborah Vines (410) 986-5424	Program provides participants with classroom & hands-on training preparing for employment in Construction/Building trades, provides an introduction to several trades.
Business Opportunity & Workforce Development Center	(202) 645-8620	Provides on-the-job training on federally funded highway construction
Catholic Charities Pre-apprenticeship Green Construction Training Program	Celia Sterling (202) 939-2400 x 932	Job readiness and life skills workshops, building maintenance, pre-apprenticeship construction. (Carpentry, Masonry, Electrical, Solar Panel Installation)
College of Southern Maryland	Dr. Ricky Godbolt (301) 539-4733	Provides training various construction/building trades.
Columbia Heights/Shaw Family Support Collaborative	James LeBlanc (202) 450-4382	Provides training for Returning citizens in various construction courses
Community Services Agency Metro Washington Council AFL-CIO Building Futures Project	Andrea Thompson (202) 974-8157	Construction Pre-apprenticeship 6-week course

LOCAL WORKFORCE DEVELOPMENT AND TRAINING PROVIDERS

Workforce Development & Training Providers	Contact Information	Type of Training/Program
Covenant House – Pre-Apprenticeship Program	Clifford Rogers – (202) 610-9625	<ul style="list-style-type: none"> • Adult Basic Education • IC3 - Computer Networking • Work Readiness
DC Apprenticeship Academy for the Construction Trades - Cardozo Education Campus	Kavara McDonald(202) 642-0849	Apprenticeship - Carpentry and Electrical, Reinforced Iron work and Concrete masonry
DC Department of Employment Services (DOES) – Apprenticeship Program	Kenneth Roberson (202) 698-5099	Provides funding for DC residents training courses in various construction trades.
District Council No. 53 Joint Apprenticeship	Don Gundrum- (304) 539-0208	<ul style="list-style-type: none"> • Commercial Paint • Drywall Finishing • Glazing • Hydro and Vac
Fairfax County Public Schools Adult and Community Education	Joey Teets (703) 658-2707	Apprenticeship Programs: Carpentry, Electricity, HVAC, Painting, Plumbing, Building Maintenance, Heavy Equipment Operator, Sheet Metal, Glazier, Surveying
Goodwill of Greater Washington	Roma Felton (202) 317-0818	<ul style="list-style-type: none"> • 10-Week Pre-Apprenticeship Readiness • Construction Training Program
International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers - Local 5 Apprenticeship Program	Shelly Segal (301) 599-0940	Training in all aspects of the Iron work trade
International Masonry Institute	Terry Hays (301) 291-2120	Hands on sessions introduce all the masonry crafts: Brick and block, tile, terrazzo, stone, plaster
International Union of Operating Engineers AFL-CIO - Local 77	Josh VanDyke (301) 899-6900	Local 77 has over 100 contractors under agreement in the Washington DC Area.
International Union of Painters and Allied Trades District Council 51	Brian Courtien (301) 918-3175	Finishing trades of commercial and industrial Painting, drywall finishing, glazing, floor covering, sign and trade show convention displays.
ITT Technical Institute	Monica Cabbell (703) 440-9535	<ul style="list-style-type: none"> • Construction Techniques; • Building Codes; • Construction Cost Estimating

LOCAL WORKFORCE DEVELOPMENT AND TRAINING PROVIDERS

Workforce Development & Training Providers	Contact Information	Type of Training/Program
Job Corps of America	Sharon Calloway (301) 362-6000	<ul style="list-style-type: none"> • Bricklaying • Carpentry • Cement Masonry • Electrical • HVAC • Heavy Equipment Operators • Heavy truck Drivers • Plumbing • Welding
Justice & Sustainability Associates, LLC	Alexis Goggans (202) 809-2013	Concrete Field Technician Grade 1 Certification
Laborers' International Union of North America (LIUNA!)	Victoria Leonard (703) 776-0064	Customizable workforce solutions using construction craft laborers to perform a wide range of construction tasks.
LINCOLN College of Technology	(410) 290-7100	Various construction trades
Lord Fairfax Community College	Stephanie Gray (540) 868-7021	Basic Electrical Technician, Construction Technology, Drafting, HVAC, Industrial Design, Industrial Maintenance Technician, Sustainability and Green Construction.
Maryland Center for Environmental Training (MCET)	Tara Modisette (301) 934-7500	Offers training on environmental, health and safety topics.
Maryland School for the Deaf	Lisa Schwarzenberger Videophone: (240) 575-2934	Construction Technology
Maryland Works, Incorporated	(410) 381- 8660	General Construction Labor Services
Metropolitan Regional Council of Carpenters	(301) 736-1696	Carpentry
Montgomery College – Building & Construction Technology	John Phillips (240) 567-7942	Provides entry-level training in HVAC, Electrical, Carpentry and Plumbing.
Montgomery Works	Yolanda Tully (240) 283-1576	At MontgomeryWorks, we make connections between job seekers and employers in Montgomery County. Through our innovative programs and services, we simplify the hiring process
National Building Museum – Design Apprenticeship Program (DAP)	Andrew Constanzo (202) 272-2448 x3301	Offers new participants with a demonstrated interest in art or design the opportunity to get hands-on design and construction experience. In this short-term program, middle and high school students design and construct full-scale projects that they control from concept to completion.
National Joint Apprenticeship Committee – NECA and IBEW	(301) 429-2575	Electrical trades training

LOCAL WORKFORCE DEVELOPMENT AND TRAINING PROVIDERS

Workforce Development & Training Providers	Contact Information	Type of Training/Program
North American Trade Schools	Chris Dorsey (410) 298-4844	Provides training in various welding applications & techniques and Industrial Maintenance (commercial and industrial electricity, welding, HVAC, pneumatics, hydraulics, gaskets/seals, pumps, plumbing and building maintenance)
Northern Virginia Community College	(703) 845-6280	Wastewater Licensure Program
Operative Plasters' and Cement Masons' International Association	Mary Battle (202) 398-5858	Introduction to the industry and trade history Identification and proper use of tools Material composition and mixes Repair and restoration Scaffolding and OSHA Safety Courses Blueprint reading
Opportunities Industrialization Center	DyAnne Horner-Little (202) 563-2104	Pre-apprenticeship certification and construction trades (carpentry, masonry, plumbing, electrical, etc.), literacy, office administration, job readiness and job retention
Pipe Works Training & Consulting, Inc.	Joan Samuels (202) 480-2195	Utilities Engineering Construction
Plumber's Local #5 Apprenticeship School	Timothy Haley (301) 322-8810	Offers students hands-on and classroom training in the plumbing construction trade
Potomac Job Corps Center	Myra Deloatch (202) 373-3068	Plumbing, carpentry, cement laying, masonry, electrical, painting facilities maintenance, administrative assistance
Prince George's County Community College- Construction and Energy Institute	(301) 366-6000	Construction Management and Construction Safety courses
Prince George's County Economic Development Corporation	Jeffrey Swilley (301) 366-6000	The Workforce Services Division (WFS) is responsible for policy development and workforce activities related to administering services and programs funded by the Workforce Investment Act (WIA) of 1998.

LOCAL WORKFORCE DEVELOPMENT AND TRAINING PROVIDERS

Workforce Development & Training Providers	Contact Information	Type of Training/Program
Prince George's County – Westphalia Training Center	June Evans (301) 322-0964	Offers students hands-on training in construction trade areas including residential, industrial and commercial construction; building maintenance engineer training; carpentry; electricity; residential wiring; heating, ventilation, air conditioning (HVAC/R) certification; locksmithing; plumbing; and welding training.
Sasha Bruce	Bryan Verstegen (202) 675-9355	General construction labor training, carpentry, masonry
Skill Source Group - Loudoun and Fairfax	David Hunn (703) 752-1606	MySkillSource.org is a product of the Northern Virginia Workforce Investment Board's commitment to providing quality workforce development services.
SOME Center for Employment Training	Ivan Laney (202) 292-4460 x1207	Building maintenance, carpentry, electrical engineering, plumbing, HVAC, and safety standards
Southeast Welding Academy	Avis Holland (202) 610-9858	The Southeast Welding Academy offers contextualized classroom instruction and hands-on welding training in our lab.
Steamfitters UA Local #602	Sean Straser (301) 341-1555	Provides training in the Mechanical trades
TESST College of Technology	Ryan Lee (301) 937-8448	The electrical technician program provides extensive instruction in the basic fundamentals of electricity and its practical applications.
Toni Thomas Associates - community empowerment Training Academy (CETA)	Barbara Doy (202) 610-1080	The Commercial Driver's License training course prepares students to apply knowledge and skills to drive trucks and buses, delivery vehicles and other commercial vehicles.
Tradesmen International	Kurt Lucas/Jason Scuty (888) 266-6901 (Washington, DC Office)	Provides labor needs to construction contractors and training.
UA Local 486 Training Facility – Plumbers and Steamfitters	Allen Clinedinst III (410) 866-5313	Apprenticeship in the pipe trades
United Brotherhood of Carpenters	(301) 736-1696	Provides Carpentry training
United Planning Organization	Tom Fairfax (202) 526-2644/2643	Weatherization training Professional Building Maintenance Telecommunication Broadband Plumbing- Pre-apprenticeship

LOCAL WORKFORCE DEVELOPMENT AND TRAINING PROVIDERS

Workforce Development & Training Providers	Contact Information	Type of Training/Program
University of the District of Columbia - Building Trades Program	Deatrice Simpson-Steer	Construction Management program was developed in response to the high unemployment rate. This program will serve as a model for the emerging field of green construction training and prepares students for entry-level construction jobs.
University of Maryland Eastern Shore	Dr. Theresa Queenan (410) 651-2200 x6045	Construction Materials; Construction Methods I Environmental Technology I; Soils in Construction; Construction Management Internship; Site Development; Green Building Technology
The Veterans Enterprise Training & Services Group, Inc.	Eddie Jones (202) 822-0011	IT training and construction trades/apprenticeship opportunities for veterans
Ward 8 Workforce Development Council	Allie Bird (202) 549-1308	Great source for community organizations and training facilitators
Westwood College	Chantney Stuckey (703) 642-3770	Intro to Construction Management Construction Materials I and II Green Building Trends and Technology Building Codes and Inspections; Construction Safety
Wider Opportunities for Women	Mary Gatta (202) 464-1596	<ul style="list-style-type: none"> • Heavy Equipment, • Cement masonry, • Sheet Metal Work, • Electrical Systems, • Laborers, • Steam Fitting, • Building Maintenance
Woodland Construction Safety Academy	Toni Tobias (202) 480-2195	OSHA training course for anyone involved in the construction industry

DC Water Works

A Local Hiring Initiative



Current Major Construction Employment Opportunities

As of August 29, 2014

Employer Name	Contact Information	Job Title	Description/Requirements
Aaron's Concrete Pumping, Inc.	To apply contact Brandon or Kim at 410-795-1047	Concrete Pump Truck Driver/Operator	MUST have Class B Commercial Driver's License. MUST pass a drug test. MUST be able work a flexible schedule. MUST have three-five (3-5) years prior experience operating a concrete pump.
		Schwing/Putzmeister Mechanic	MUST pass a drug test.
Anchor Construction Corporation	Call 202-787-2304 to complete an application	Marketing and Administrative Coordinator	<p>Description:</p> <ul style="list-style-type: none"> To act as the face of Anchor and the first point of contact for visitors. To ensure reception area is always welcoming, informative and well presented. To ensure that Anchor has a Social Media presence and that the company social media outlets are updated <p>Duties:</p> <ul style="list-style-type: none"> Handle incoming and outgoing calls from multiple phone line system. Office supplies and maintaining closet (compare prices to make sure we get the best deal – Viking/Office Depot, Quill/Staples, Office Max, Costco, Bond Business, etc.; solving supplies issues like deliveries, cancellation, etc.) Mail distribution and photo copying Outlook Scheduling for senior management – Information of all upcoming affairs Keep up with company schedules for some

			<p>office personnel</p> <ul style="list-style-type: none"> • Capacity to maintain strict confidentiality • Update contact database • Marketing assistance • Assist Marketing Department • Update company website • Other Duties as assigned <p>Qualifications:</p> <ul style="list-style-type: none"> • Minimum of Two years' experience in Customer Service area • Ability to multitask and to adapt to a changing environment • Must have proven writing skills demonstrating ability to create work documents, which are literate (in the English language). • Proficient in Microsoft Office (Photoshop and Illustrator is a plus) • Tech Savvy, proficient and informed in Social Media networks. • Bilingual Spanish/English strongly preferred
Anchor Construction Corporation	Call 202-787-2304 to complete an application	Accounting Clerk	<p>Description: The accounts payable administrator has the authority to issue payments for the approved purchases of all material, equipment, fuel, supplies, rentals, etc. of Anchor Construction Corp.</p> <p>Duties:</p> <ul style="list-style-type: none"> • Insure that all invoices have corresponding signed delivery tickets and purchase orders attached. Any missing information must be

			<p>requested by facsimile. In addition to receiving a “signed” facsimile</p> <ul style="list-style-type: none"> • Any missing concrete delivery receipt tickets must be researched utilizing the foreman’s daily report to verify validity. A copy of the foreman’s daily report needs to be attached to the invoice. Any missing delivery receipt tickets for pipe products must be approved by the project manager. • Verify unit price billed against purchase orders. If no unit price is present on the purchase order, then the project manager or shop manager must approve the unit price in writing. • Code all invoices (by GL account and by job) for input into the accounting software program. When in doubt concerning the GL account number or the job number – either ask for help or research the matter yourself. • Invoice payment due date is based upon the “established” payment terms. In order to maximize working capital management has established payment history terms with various “classes” of vendors. Most vendors are paid once a month with a few noted exceptions. • Input coded invoices batched by “Month of Receipt” of the purchase. Many times invoices dated the 1st of the month are for purchases made in the prior month. It is the philosophy of Anchor Construction Corp. to post the invoices based upon the date material or product was “received”.
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			<ul style="list-style-type: none"> • All invoices must be input into the accounting software within 15 days of receipt. • All supplier statements must be balanced by the 30th of the following month. Example all Jan 25 – 31st statements must be balanced by February 28th. • In the current accounting software management has found it best to “print” all accounts payable checks when due. This clears them from the system. Otherwise these invoices would continue to be “automatically selected” every time any other personnel attempts to select other invoices for payment. • The complete batch of printed checks will then be provided to the controller for signature stamp and payment approval. <p>Note: This position also currently fills in for the dispatcher whenever necessary. This may cause a delay in meeting a deadline. You should notify the controller if this is the case.</p> <p>Qualifications:</p> <ul style="list-style-type: none"> • Bachelors or Certification in Accounting or equivalent work experience • Must have knowledge of Timberline software • Microsoft software including Word and Excel • Must pass background check including employment, criminal history and credit.
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			<ul style="list-style-type: none"> • Must have communication skills and be a team player • Attention to detail • Good organizational skills • Invoice/P.O. processing
Anchor Construction Corporation	Call 202-787-2304 to complete an application	Skilled Pipelayer	<p>Duties:</p> <ul style="list-style-type: none"> • Align and position pipes to prepare them for welding or sealing. • Check slopes for conformance to requirements, using levels or lasers. • Connect pipe pieces and seal joints, using welding equipment, cement, or glue. • Cover pipes with earth or other materials. • Cut pipes to required lengths. • Dig trenches to desired or required depths, by hand or using trenching tools. • Grade and level trench bases, using tamping machines and hand tools. • Install and repair sanitary and stormwater sewer structures and pipe systems. • Lay out pipe routes, following written instructions or blueprints, and coordinating layouts with supervisors. • Locate existing pipes needing repair or replacement, using magnetic or radio indicators. • Tap and drill holes into pipes to introduce auxiliary lines or devices. • Install and use instruments such as lasers, grade rods, and transit levels. • Operate mechanized equipment such as

			<p>pickup trucks, rollers, tandem dump trucks, front-end loaders, and backhoes.</p> <ul style="list-style-type: none"> • Train others in pipe-laying, and provide supervision. <p>MUST be 21 years of age and MUST pass a drug test.</p>
<p>Anchor Construction Corporation</p>	<p>Call 202-787-2304 to complete an application</p>	<p>Skilled Laborer</p>	<p>Preferred qualifications:</p> <ul style="list-style-type: none"> • Concrete finishing skills • 4-5 years previous construction experience • Spanish/English bilingual <p>Duties:</p> <ul style="list-style-type: none"> • Shovel, rake, run the wheel barrow, sweep etc. • Use a wide variety of power tools • Pour/spread concrete, support pipe laying • Dig, spread and level construction materials • Assist in the placement, moving and dismantling of signs, barricades, cones and other traffic control devices • Ensure a safe work environment in compliance with OSHA, State regulations, and all safety policies and procedures • Report any problems and/or safety hazards to foreman or, in the absence the crew leader or Superintendent <p>Qualifications:</p> <ul style="list-style-type: none"> • Minimum of 2-3 years related experience • Ability to pass pre-employment and

			<p>random drug screens and fitness for duty physical</p> <ul style="list-style-type: none"> • Ability to work outdoors in various weather conditions • Dedication to supporting a safe work environment • Ability to work overtime as needed • Ability to effectively communicate and follow directions consistently • All new hires are subject to E-verify employment eligibility verification <p>Physical demands - Heavy (Lifting up to 50-100lbs. with frequent lifting and/carrying objects weighing up to 50lbs.) Work environment - High (Frequently exposed to extreme atmospheric conditions (temperature, noise, fumes, dust etc)</p>
Apex Petroleum	Call 301-773-9009 to complete an application	Fuel Delivery Driver	<p>Experienced Fuel Delivery Driver - <i>MUST have a Commercial Driver's License Class B; Will assist in obtaining Facilities privileges, <i>MUST have Hazmat endorsement; Transportation Worker Identification Credential helpful. (TWIC - A vital security measure that will ensure individuals who pose a threat do not gain unescorted access to secure areas of the nation's maritime transportation system.)</i></i> Proof of work history. <i>MUST pass a drug test.</i></p>
Bulldog Distribution Trucking	Call 202-787-2304 to complete an application	Truck Drivers (DC/MD)	<p>CDL Drivers with Class A. Ideal candidate is self motivated, hard working & not opposed to long hours. <i>Must be able to pass background,</i></p>

			<p>drug & driving check. If interested please call to complete an application.</p> <p>Knowledge of DC, Maryland area a plus.</p>
C&E Services, Inc.	To apply email resume to: dpickering@chemengineering.com or fax to: 703-506-1957	Wastewater Operator	Seeking a Wastewater Operator with a high school diploma, good mechanical skills and the ability to obtain a U.S. Treasury Department security clearance. Prefer three (3) years of wastewater experience.
		Industrial Electrician	MUST be able to handle up to 3 phase 480 volts. MUST have prior experience on a plant.
Judlau OHL Group	To apply please contact Terry at 516-523-0534	Utility Pipe Foreman	Minimum 5 - 6 years experience reading blueprints and site drawings. People and planning skills and knowledge of DC water specifications a must. Drug testing required & E-Verify. Own transportation. OSHA training/familiar with safe trenching/shoring systems.
		Equipment Operator	DC Operators' license required. Either Group 1 (Excavator) or Group 2 (Backhoe, Skid Steer) Experience working in city streets around utilities a must. Drug testing required/E-Verify. OSHA training a plus.
		Lead Pipeman/Pipelayer	Five plus years experience installing 3"-24" water mains, hydrants, valves. Must be able to make 1"-2" hose connections. Drug testing required/E-Verify. OSHA training a plus.

		Skilled Laborer	Basic knowledge of water mains. Own transportation, able to lift 50 pounds. Flagger certification and OSHA training a plus. Drug testing required/E-Verify.
Judlau OHL Group	To apply please contact Keith at 703-566-2465	Contractor Safety Officer	Construction Health & Safety Technician Certified (CHST). CPR Certified. Five years experience as Safety Officer. Able to develop site safety & health plan. Trained in first aid and accident prevention.
Skanska/JayDee JV	Please send resume with cover letter to nicole@tinaboydassoc.com	Surveyor	MUST have the following: <ul style="list-style-type: none"> • Five years of experience in heavy/civil construction • Familiarity with using total stations • Knowledge of Leica equipment • A Land Surveyor's license is preferred Education: At least an Associate's degree or equivalent two year certification from a trade school for surveyors
Ulliman Schutte Construction	Call 202-787-2304 to complete an application	Unskilled Laborer	<i>MUST be able to report to work before 7am.</i> Able to follow directions. Able to lift 50lbs.
		Skilled Laborer	<i>MUST be able to report to work before 7am.</i> Able to use Jackhammers up to 90lbs, HILTI Hammer Drills, Gas Powered Chop Saws, and Jump-n-Jack Compactors. Experience working around heavy equipment (Track Hoes and Cranes). Laid underground pipe (PVC, Copper, Ductile Iron, Cast Iron).

		Millwright	<i>At least two years prior construction experience as a Millwright required.</i> Must be able to install, dismantle, or move machinery and heavy equipment according to layout plans, blueprints, or other drawings. Similar experience is preferred.
		Pipefitter	<i>MUST have at least two (2) years prior experience.</i> MUST be able to read blue prints, Install various piping such as ductile, carbon steel, stainless steel and pvc.
Video Pipe Services	Call 202-787-2304 to complete an application	CCTV Operator	CDL Class B & basic computer skills required. Must undergo drug screening.
		Jet Vac Operator	CDL Class B required; willing to train the right person. <i>MUST</i> be able to operate the vacuum truck as well as perform manual labor type duties. Must undergo drug screening.
Wharton Suppliers	Contact Barry Schroeder at 703-569-6660 to apply	Class A & B Endorsed Truck Drivers	Local deliveries with construction materials. <i>MUST pass a drug screening.</i>
		Inside Sales Person	<i>MUST</i> have at least ten (10) years retail sales experience.

DC Water Works

A Local Hiring Initiative

Current Goods and Services and Other Construction Employment Opportunities

As of August 29, 2014

Employer Name	Contact Information	Job Title	Description/Requirements
<p>G4S Integrated Fleet Services, LLC</p>	<p>To complete an application please call 202-787-2304</p>	<p>Heavy Truck Technician</p>	<p>Two or more year's practical experience with heavy trucks and equipment. MUST have current Class A CDL with air brake certification. A valid driver's license is required. High school diploma or equivalent required. Ability to work in non-climate controlled conditions.</p> <p>Duties include:</p> <ul style="list-style-type: none"> • Making repairs to fleet vehicles, including (but not limited to) repairing engines, alignments, suspension, hydraulics, transmissions and electrical systems • Diagnosing failures of vehicles and disassembling, repairing and reassembling parts as necessary • Performing routine maintenance such as changing oil, checking batteries and lubricating equipment and machinery • Inspecting brake systems, steering mechanisms, wheel bearings and other vital

			<p>parts to ensure that they are in proper operating condition</p> <ul style="list-style-type: none"> • Inspecting, repairing and maintaining refrigeration systems • Conducting a daily walk-around inspection of fleet to ensure that trucks are in good general working order • Making a weekly fleet inspection to check oil and fluid levels and record service mileage • Scheduling maintenance service and ordering parts • Filling out and submitting all required documents in an accurate and timely manner • Responding to road emergencies to repair vehicles as necessary • Performing maintenance and repairs on <p>Duties include:</p> <ul style="list-style-type: none"> • High school diploma • OR GED; Technical school degree, a plus • Minimum 3 years hands-on experience with medium to heavy duty diesel trucks (not regular automotive experience); • Experience maintaining International/Navistar and or Chevrolet vehicles, a plus • Class A or B CDL • ASE Certification(s) a plus • Ability to pass pre-employment drug screen • Must have own tools • Professional Appearance • Willingness to work
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			<ul style="list-style-type: none"> • Good driving record with no more than 5 points on license • Insurable to drive our company vehicles • Reliable transportation to work • Good range of motion and the ability to lift 50 pounds
Rodgers Brothers Services, Inc.	To complete an application please call 202-787-2304	Equipment Operator	Responsible for operating heavy equipment in a safe and appropriate manner. Heavy equipment may include trucks, front-end loaders, dozers, graders, compactors, snow blowers etc. Must also clean, maintain and secure all equipment as directed by legislation, policies and procedures. Previous experience is required.
		Mechanic/Welder	Under direction performs skilled welding in the repair, modification and fabrication of equipment and facilities; makes minor mechanical repairs on a variety of heavy equipment; and performs related duties as required. Previous experience required.
		Heavy Equipment Mechanic	Works with vehicles and machines used in construction to inspect, repair and maintain them. Mechanics work with the biggest engines and machines to make sure they continue to run safely at optimum efficiency. Previous experience required.

		Drivers	<i>MUST</i> have Commercial Driver’s License Class A, B or C. Must have a valid Department of Transportation (DOT) certification card. Previous experience required.
Smith and Sons	To apply please forward your resume to: dmayers@smithandsonslc.com	Plumber	10 years experience preferred. <i>MUST</i> be prompt and customer/client friendly. <i>MUST</i> have own reliable transportation. <i>MUST</i> be able to pass a background check and drug screening. Paid according to prevailing Davis-Bacon wages.

July 28, 2014



WEEKLY BULLETIN

AVAILABLE FOR CONTRACTORS TO INTERVIEW POTENTIAL EMPLOYEES • HELPING YOU ACHIEVE YOUR EMPLOYMENT GOALS

The DC Water Works Job Center submits your listed employment opportunities to **63** Training Resource Providers every Friday.

Our goal is to ensure that local residents are aware of job opportunities available on DC Water major projects.

Make sure to send us your employment needs and allow us to assist you in advertising and locating qualified applicants.

Did you know?

CHANEY ENTERPRISES

**hired a District of Columbia Ward 5 resident
Class A Concrete Delivery Professional.**

**The new hire applied at the Chaney Career Fair hosted by
SATELLITE JOB CENTER**

at the Greater Washington Urban League!

*For Workforce Assistance please forward your current employment
opportunities to the DC Water Works Job Center!*

DC Water Works Job Center / 5000 Overlook Avenue, SW / Washington, DC 20032
Hours: 8:30 a.m. – 3:00 p.m.

To reserve an interview room, call or email Cynthia Jackson
Phone 202-787-2304 • Fax 202-787-2749 • cynthia.jackson@dewater.com



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 5000 OVERLOOK AVENUE, SW | WASHINGTON, DC 20032

**Permanent Employment Program
Advisory Task Force (PEP ATF)**

Name	Title	Organization	Office #	Email
Angeli, Mike	Project Executive	PC Construction	(802) 651-1336	mangeli@pcconstruction.com
Bass, Gus**	Manager- Department of Engineering and Technical Services	DC Water	(202) 787-2355	gus.bass@dcwater.com
Caldwell, Loretta	President	L. S. Caldwell & Associates, Inc.	(202) 587-7800	lorettac@lscaldwell.com
Cahill, Katherine	Principal Counsel	DC Water	(202) 787-2623	katherine.cahill@dcwater.com
Gray, Korey	Contract Support Specialist	DC Water	(202) 787-2704	korey.gray@dcwater.com
Gregorio, Florentino	President	Anchor Construction	(202) 437-4632	fgregorio@anchorconst.com
Johnson, Stacey	Budget	DC Water	(202) 787-2118	stacey.johnson@dcwater.com
Graham, Germaine	Senior Manager- Strategic Employment Initiatives	L. S. Caldwell & Associates, Inc.	(202) 587-7800	ggraham@lscaldwell.com

* Chair – Katrina Wiggins

** Co-Chair – Gus Bass

Revised 08/19/2014



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 5000 OVERLOOK AVENUE, SW | WASHINGTON, DC 20032

Name	Title	Organization	Office #	Email
Monash, Monte	President	Monash Advisory Group	(202) 489-6464	monte@monashadvisorygroup.com
Page, James	CEO	Page After Page	(202) 669-8268	page@pgafterpg.com
Pettigrew, Harold	Director- Strategic Employment Initiatives	L. S. Caldwell & Associates, Inc.	(202) 587-7800	hpettigrew@lscaldwell.com
Pickering, Will	External Affairs	DC Water	(202) 787-2081	william.pickering@dcwater.com
Reynolds, Lisa	Supervisor of Standards and Documents	DC Water	(202) 787-2432	lisa.reynolds@dcwater.com
Sharpe, Ramona	Assistant Director- Strategic Employment Initiatives	L. S. Caldwell & Associates, Inc.	(202) 587-7800	rsharpe@lscaldwell.com
Thomas, Biju	Manager of Enterprise Applications	DC Water	(202) 787-2734	biju.thomas@dcwater.com
Wiggins, Katrina*	Chief of Staff	DC Water	(202) 787-2213	katrina.wiggins@dcwater.com
Williams, Cora	President	Ideal Electric	(202) 526-7500	cwilliams@idealelectric.com

* Chair – Katrina Wiggins

** Co-Chair – Gus Bass

Revised 08/19/2014